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Prepared by and returned to:

Becker & Poliakoff, P.A.
Joseph E. Adams, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF RECORDATION

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HAWTHORNE

AMENDED AND RESTATED ARTICLES OF INCORPORATION
AMENDED AND RESTATED BYLAWS
AMENDED AND RESTATED RULES AND REGULATIONS
ARCHITECTURAL GUIDELINES

HAWTHORNE COMMUNITY ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Governing Documents were duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 30th day of November 2021. Said Amended and Restated Governing Documents were approved by a proper percentage of voting interests of the Association. The Declaration of Covenants, Conditions and Restrictions for Hawthorne is recorded at Instrument No. 2006000061683, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants, Conditions and Restrictions is further described in the following Plats: Hawthorne Phase 1A recorded at Instrument No. 2006000061682; Hawthorne Phase 1B recorded at Instrument No. 2006000122125; Hawthorne Phase 2 recorded at Instrument No. 2007000008773; Hawthorne Phase 2A recorded at Instrument No. 2007000167631; and Hawthorne Phase 2B recorded at Instrument No. 2011000189557; all of the Public Records of Lee County, Florida.

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This Certificate of Recordation is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants, Conditions and Restrictions, and is intended to preserve and protect the Declaration of Covenants, Conditions and Restrictions from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time in accordance with the terms, provisions and conditions thereof, including but not limited to:

i. Supplemental Declaration of Covenants, Conditions and Restrictions (Adding Phase 1B) recorded on March 23, 2006, at Instrument No. 2006000122126, of the Public Records of Lee County, Florida;

ii. Supplemental Declaration of Covenants, Conditions and Restrictions (Adding Phase 2) recorded on January 9, 2007, at Instrument No. 2007000008774, of the Public Records of Lee County, Florida;

iii. Amendment and Supplemental Declaration of Covenants, Conditions and Restrictions (Adding Phase 2A) recorded on May 23, 2007, at Instrument No. 2007000167633, of the Public Records of Lee County, Florida;

iv. Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on June 1, 2009, at Instrument No. 2009000148446, of the Public Records of Lee County, Florida;

v. Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on August 12, 2013, at Instrument No. 2013000185813, of the Public Records of Lee County, Florida;

vi. Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on September 11, 2013, at Instrument No. 2013000209538, of the Public Records of Lee County, Florida; and

vii. Amendment to the Declaration of Covenants, Conditions and Restrictions recorded on May 3, 2016, at Instrument No. 2016000094187, of the Public Records of Lee County, Florida.

The Amended and Restated Declaration of Covenants, Conditions, and Restrictions is attached hereto. All previous site plans of record are incorporated by reference, with photocopies recorded for reference as Exhibit "A." The Amended and Restated Articles of Incorporation of Hawthorne Community Association, Inc. are attached as Exhibit "B." The Amended and Restated Bylaws of Hawthorne Community Association, Inc. are attached as Exhibit "C." The Rules and Regulations of the Association are attached as Exhibit "D." The Architectural Guidelines are attached as Exhibit "E." A copy of the South Florida Water Management District Permit is attached as Exhibit "F." Other Governing Documents, including the Association's Policies and Procedures are not recorded in the Public Records and are available as official records to parties entitled thereto.

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WITNESSES:
(TWO)

Signature
Hildegarde Leschhorn
Printed Name

Signature
Charles J. Yanni
Printed Name

HAWTHORNE COMMUNITY ASSOCIATION, INC.

BY: Debra A. Fosselman
Debra A. Fosselman, President

Date: 12/22/21

ATTEST: Cheryl Haschak
Cheryl Haschak, Secretary

Date: 12/22/21

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of Dec. 2021, by Debra A. Fosselman as President of Hawthorne Community Association, Inc., a Florida Corporation, on behalf of the corporation. She is ☐ personally known to me or ☒ has produced (type of identification) _____ as identification.

Rosemary Carpio
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG926974
Expires 12/14/2023

Rosemary Carpio
Notary Public

ROSEMARY CARPIO
Printed Name

My commission expires: 12/14/23

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HAWTHORNE

1. CREATION OF THE COMMUNITY

1.1 Purpose and Intent. Recording of the Declaration of Covenants, Conditions, and Restrictions for Hawthorne (the "Original Declaration") at Instrument No. 2006000061683 and subsequent amendments thereto, established a general plan of development for Hawthorne, a planned residential community. This Declaration, together with the other Governing Documents described in Article 1.3, provides for the overall development, administration, maintenance, and preservation of Hawthorne. An integral part of the development plan is the creation of Hawthorne Community Association, Inc. (the "Association") to own, operate, and/or maintain various Common Areas and Community improvements and to administer and enforce this Declaration and the other Governing Documents. The following is the scheduled of exhibits to this Declaration:

Exhibit	Description
A	Property Governed by this Declaration
B	Articles of Incorporation
C	Bylaws
D	Rules and Regulations
E	Architectural Guidelines
F	South Florida Water Management District Permit

No additional land is being added to the Community by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Parcel or any other ownership interest in the Community, or the lease, occupancy or use of any portion of a Parcel or the Community, constitutes an acceptance and ratification of all provisions of this Declaration and the Governing Documents, as amended from time to time, and an agreement to be bound by their terms. No recorded easements to or from third parties or other binding agreements are intended to be impaired by the recording of this Declaration.

1.2 Binding Effect. This Declaration governs the property described in Exhibit "A." This Declaration shall run with the title to such property and shall bind everyone having any right, title, or interest in any portion of such property, their heirs, successors, successors-in-title, and assigns. The Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, may enforce this Declaration. Each Owner shall automatically be a Member of the Association.

This Declaration shall be effective for a minimum of 30 years from the date the Original Declaration was recorded, subject to the right of the Association to amend this Declaration, as

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provided herein. After the initial 30-year period, it shall automatically be extended for successive 10-year periods, unless terminated as provided herein. If any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire ninety (90) years after this Declaration is recorded. This Article does not authorize termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3 Governing Documents. The following chart identifies the documents which govern the Community (as they may be amended, the "Governing Documents") and describes, in part, the purpose of each. Every Owner and Occupant of a Parcel or Condominium Unit in Hawthorne, and their respective Family members, Tenants, Guests, and Invitees, shall comply with the Governing Documents.

Declaration (This document)	Creates obligations which are binding upon the Association and all present and future owners and Occupants of, and others with any interest in, property in the Community
Articles of Incorporation (filed with the Secretary of State; attached as Exhibit "B")	establish the Association as a not-for-profit corporation under Florida law
Bylaws (Board adopts; attached as Exhibit "C")	govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
Rules and Regulations (Board may adopt; attached as Exhibit "D")	govern use of property and activities within the Community
Architectural Guidelines (Board may adopt; attached as Exhibit "E")	establish architectural standards and guidelines for improvements and modifications to Parcels, including structures, landscaping, and other items on Parcels
Policies and Procedures (Board may adopt, not attached as an Exhibit to Declaration, nor recorded)	establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Area

Additional covenants, conditions, and restrictions may be imposed on all or any portion of the Community, in which case the more restrictive provisions will be controlling. However, no Person shall record any additional covenants, conditions, or restrictions affecting any portion of the Community without the Board's consent. Any instrument recorded without the necessary consent is void and of no force or effect.

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If there are conflicts between Florida law, the Declaration, the Articles, and the Bylaws, Florida law, the Declaration, the Articles, and the Bylaws (in that order) shall prevail. If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

2. CONCEPTS AND DEFINITIONS

The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

2.1 "Act," or "Homeowners' Association Act": Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained. However, except when specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as it existed when the Community was created to the extent necessary to avoid impairment contract rights or vested rights or the invalidity of any provision of this Declaration or future amendments thereto.

2.2 "Affiliate": Any Person which (either directly or indirectly, through one (1) or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power or authority to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

2.3 "Annual Assessment": The Assessment adopted annually by the Board, through the budget for the payment of Common Expenses, against all Owners on a 1/463rd basis.

2.4 "Architectural Guidelines": The architectural, design, and construction guidelines and review procedures, as they may be amended from time to time. A copy of the Guidelines is attached to this Declaration as Exhibit "E."

2.5 "Architectural Review Committee" or "ARC": The Committee established to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in this Declaration.

2.6 "Articles": The Articles of Incorporation of Hawthorne Community Association, Inc., filed with the Secretary of State for the State of Florida, as they may be amended from time to time. A copy of the Articles is attached to this Declaration as Exhibit "B."

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2.7 "Assessment": A share of the funds required for the payment of Common Expenses, including reserves, which from time to time are assessed by the Association against an Owner or a Condominium Association as Annual Assessment, Special Assessment, or a Condominium Assessment.

2.8 "Association": Hawthorne Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

2.9 "Benefited Assessment": Assessments charged against a particular Parcel or Parcels for Association expenses as described in Article 8.4.

2.10 "Board of Directors" or "Board": The body responsible for the general governance and administration of the Association, selected as provided in the Bylaws.

2.11 "Bylaws": The Bylaws of Hawthorne Community Association, Inc., as they may be amended from time to time. A copy of the Bylaws is attached to this Declaration as Exhibit "C."

2.12 "Charge": Any legal or equitable indebtedness or monetary obligation of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents. Condominium Assessments are Charges.

2.13 "Committee": A group of Board members, Owners, or Board members and/or Owners and/or other Persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

2.14 "Common Area": All real and personal property, including easements, which the Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners. Common Area includes the Surface Water and Storm Water Management System and the Limited Common Area, as defined below.

2.15 "Common Expenses": The actual and estimated expenses incurred by the Association in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Association include the costs of operating the Association, the Surface Water Management System to the extent required, the costs of administration, maintenance, operation, repair and replacement of the Common Areas which are the responsibility of the Association, other expenses declared by the Governing Documents to be Common Expenses, and any other valid expenses or debts of the Association which are assessed against the Owners, including, but not limited to, the provision of access control services and personnel affiliated with

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same. The expenses of Communications Services are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include maintenance of property outside of the Community, and participating in governmental proceedings or otherwise contesting the development or use of property outside the Community, where the Board finds a nexus to the value of Parcels in the Community.

2.16 "Communications Services": Those services described in Section 202.11, Florida Statutes (2021), and for the purpose of this Declaration, shall be deemed to include, but not be limited to, bulk video, voice, or internet services.

2.17 "Community" or "Hawthorne": The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with the Declaration. The Community includes the following residential components:

Residential Component	Number of Parcels	General Description
Chesapeake Cove at Hawthorne, a Condominium	132	Condominium Property
Coach Homes at Hideaway Cove, a Phase Condominium	24	Condominium Property
Ashmont	50	Lot 258 through Lot 307
Ashmont 2	6	Lot 252 through Lot 257
Cobblestone	100	Lot 1 through Lot 100
Cobblestone 2	44	Lot 199 through Lot 242
Emory Oaks	107	Lot 101 through Lot 198 and Lot 243 through Lot 251
TOTAL	463	

2.18 "Community-Wide Standard": The standard of conduct, Maintenance, or other activity generally prevailing throughout the Community, or the minimum standards established pursuant to the Architectural Guidelines, Rules and Regulations, and Board resolutions, whichever is the highest standard. The Board shall establish such standards. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Board's or the ARC's discretion. The Community-Wide Standard may or may not be set out in writing. The Community-Wide Standard may evolve as development progresses and as the Community matures.

2.19 "Condominium": Any condominium that may be created within Hawthorne by the recording of a Condominium Declaration. The following Condominiums exist in the Community:

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Name of Condominium	Name of Association	Declaration Recording Info	Date of Recording	Number of Units
Chesapeake Cove at Hawthorne, a Condominium	Chesapeake Cove at Hawthorne Condominium Association, Inc.	Instrument No. 2006000234894	06/12/2006	132
Coach Homes at Hideaway Cove, a Phase Condominium	Coach Homes at Hideaway Cove Condominium Association, Inc.	Instrument No. 2013000142032	06/18/2013	24

2.20 "Condominium Assessment": An Assessment levied against all Parcels in a Condominium, and which is payable by the Condominium Association for the Condominium.

2.21 "Condominium Common Areas": Real property, including any Improvements and fixtures thereon, which is owned or leased by, or dedicated to, a Condominium Association for the common use and enjoyment of its Members. If any Condominium has been submitted to the condominium form of ownership, the term includes the common elements of the Condominium.

2.22 "Condominium Declaration": A Declaration of Condominium, and any amendments thereto, by which a portion of Hawthorne is submitted to the condominium form of ownership.

2.23 "Condominium Governing Documents": Any and all covenants, conditions, restrictions, and other provisions imposed by a recorded Declaration of Covenants, Declaration of Condominium, or other similar instrument, applicable to one (1) or more specific Condominiums. The term also refers to any and all exhibits to the recorded Declaration, including the recorded Articles of Incorporation and Bylaws of the Condominium Association.

2.24 "Condominium Parcel": A Condominium Unit, together with the undivided share in the common elements appurtenant to the unit and other appurtenances to the unit.

2.25 "Condominium Property": The condominium property of a Condominium, including Condominium Units and the common elements of the Condominium.

2.26 "Condominium Unit": A condominium unit in a Condominium created within Hawthorne.

2.27 "County": Lee County, Florida.

2.28 "Declarant": Centex Homes, a Nevada general partnership, or any successor or assign as developer of all or any portion of the Community that is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. On all matters,

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Declarant may act through any of its Affiliates. Any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be known as a "predecessor Declarant" and, unless otherwise agreed in writing, shall be entitled to the rights of a predecessor Declarant established in this Declaration. Whether or not specifically stated, a predecessor Declarant shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

2.29 "Declaration": This Declaration of Covenants, Conditions, and Restrictions, as the same may be amended from time to time.

2.30 "Development Plan": The land use plan for the Community described in Article 10, as the same may be amended from time to time, which includes all of the property described in Exhibit "A." Reference should be made to Article 10 of this Declaration for the respective rights and obligations of Owners and the Board with respect to the use and development of the Community.

2.31 "Family" or "Single Family": Refers to any one (1) of the following:

One (1) natural person, his or her spouse, if any, and his, her, or their parent, grandparent, child, grandchild, or sibling (related by blood, marriage or adoption), who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

2.31.1 Not more than two (2) natural persons not meeting the requirement of subsection 2.30.1 above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

2.31.2 The reference to "natural" is intended to distinguish between an individual and a corporation or other artificial entity. A "Family member" is a Person who resides in a Home as part of the Owner's Family, but is not a title holder.

2.32 "Fractional Ownership" or **"Parcel Sharing":** Any arrangement (whether written or verbal) whereby multiple individuals, families, artificial entities, or other combinations acquire title to a Parcel (or any other possessory or use right in a Parcel) with the intention of allocating use rights among legal or beneficial owners, or others, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Parcel.

2.33 "Governing Documents": This Declaration, the Articles, the Bylaws, Rules and Regulations, and all recorded exhibits to the Declaration, as amended from time to time.

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2.34 "Guest": Any Person who is not the Owner or a Tenant of a Parcel or a member of the Owner's or Tenant's Family, who is physically present in, or occupies a Parcel on a temporary basis at the invitation of the Owner or other legally permitted Occupant, without the payment or existence of consideration.

2.35 "Home": A residential dwelling unit in Hawthorne intended as an abode for one (1) family, including single family residences and Condominium Units. The term Home shall include the Lot as provided in Article 2.42.

2.36 "Improvement": Any component built on, added to, or constructed on a Parcel, whether or not permanently affixed to the land, including, but not limited to, swimming pools, spas, fences, and recreational equipment or apparatus.

2.37 "Invitee" or "Licensee": A Person or Persons expressly or impliedly allowed entry into the Community for the purpose of conducting business with or providing services to a Parcel or a Parcel's Occupant, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Owner or Occupant, including, but not limited to, contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

2.38 "Lake Lot": A Parcel which abuts one (1) of the Lakes in Hawthorne as shown on the Plat.

2.39 "Lease": When used in the context of the renting of Parcels, the grant by an Owner of a right of use of the Owner's Parcel for consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where Persons other than the Owner are permitted to occupy the Parcel for the payment of consideration to any party. Any Person who qualifies as a Tenant as defined below shall be deemed to be leasing a Parcel.

2.40 "Lien for Charges": A lien, which is recorded to secure a Charge.

2.41 "Limited Common Area": A portion of the Common Area primarily benefiting one or more Parcels or Service Areas. The unpaved area between the road right-of-way and the boundary of the Lot shall be a Limited Common Area.

2.42 "Lot": A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved, or intended to be improved, with a Home. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot are shown on the Plats; however, in the case of a building containing multiple Homes for independent sale (e.g., Condominium Units), each Home that may be sold independently shall be a separate Lot. Upon completion of construction of the Home on a Lot, such Lot and the improvements thereon shall collectively be considered to be a Home for purposes of this Declaration and the other Governing Documents.

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2.43 "Maintenance" or "Maintain": Unless the context of a provision in the Governing Documents requires otherwise, the required cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. Whenever an Owner is obligated by the Governing Documents or law to maintain, repair or replace portions of the Community, the Board shall have the authority to establish reasonable standards for such maintenance, repair, or replacement.

2.44 "Material Alteration or Substantial Addition": Palpably or perceptively vary or change the use, form, shape, elements or specifications of a portion of the Common Areas from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

2.45 "Member": A Person subject to membership in the Association, as described in Article 6.2.

2.46 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an institutional lender. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

2.47 "Occupant": The Person(s) occupying a Parcel as a Resident or Guest.

2.48 "Occupy": When used in connection with a Parcel, the act of staying in the Home for two (2) or more consecutive days, including an overnight stay of at least one (1) night.

2.49 "Officer": The executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

2.50 "Owner": The record title holder to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (e.g., a Mortgagee).

2.51 "Parcel": The Lot, the Home and all Improvements thereon and all appurtenances thereto, and in the condominium context, shall be the Condominium Parcel. There are 463 Parcels in the Community.

2.52 "Permit": South Florida Water Management District Permit, a copy of which is attached hereto as Exhibit "F," as may be modified from time to time.

2.53 "Person": Any individual or representative of an entity, including Owners, family members, Tenants, Guests, and Invitees. Whenever the word "Person" is used to require or prohibit certain conduct, it is the intention that the Owner of the Parcel with which such Person is affiliated shall be responsible for ensuring such Person's compliance with the Governing Documents.

2.54 "Plats": The plat of Hawthorne Phase 1A, which is recorded in Official Records Instrument Number 2006000061682; Phase 1B, which is recorded in Official Records Instrument Number 2006000122125; Phase 2, which is recorded in Official Records Instrument Number

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2007000008773; Phase 2A, which is recorded in Official Records Instrument Number 2007000167631; and Phase 2B, which is recorded in Official Records Instrument Number 2011000189557; all of the Public Records of Lee County, Florida. In the event an additional plat is recorded in the Public Records of the County with respect to any property made subject to this Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat.

2.55 "Policies and Procedures": The policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board. The Policies and Procedures which prescribe or proscribe conduct or regulate the use of Parcels or Common Areas in the Community shall be considered part of the Rules and Regulations, and thus part of the Governing Documents.

2.56 "Primary Occupant": One (1) or more natural person(s) designated for occupancy of a Home when title to the Lot is held in the name of two (2) or more Persons who are not spouses, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term "Owner" includes "Primary Occupant."

2.57 "Resident": Any Person who is occupying a Parcel for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Home.

2.58 "Rules and Regulations": Those Rules and Regulations promulgated by the Board, concerning the transfer, use, appearance, maintenance, and occupancy of the Parcels, Condominium Parcels, and Common Areas, and the administration and operation of the Association, subject to any limitations contained in this Declaration, and which are attached as Exhibit "D" hereto. The Guidelines and Policies and Procedures which prescribe or proscribe conduct or regulate the use of Parcels or Common Areas in the Community shall be considered part of the Governing Documents.

2.59 "Service Area": A group of Lots designated as a separate Service Area pursuant to this Declaration for purposes of sharing Limited Common Areas and/or receiving other benefits or services from the Association which may not be provided to all Lots or provided in different quantities or measures. A Service Area may be comprised of more than one housing type and may include noncontiguous parcels of property. A Lot may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in Article 7.11. The following Service Areas presently designated by this Declaration are as follows: (i) Ashmont, (ii) Ashmont 2, (iii) Cobblestone, (iv) Cobblestone 2, and (v) Emory Oaks.

2.60 "Service Area Assessments": Assessments levied against the Lots in a particular Service Area to fund the actual and estimated expenses which the Association incurs, or expects

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to incur, for the benefit of Owners of Parcels or Condominium Units benefiting from a particular Service Area, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may be authorized pursuant to this Declaration applicable to such Service Area or Parcels, as described in Article 8.1.2.

2.61 "Special Assessment": Assessments levied by the Board for Common Expenses and not funded by the Annual Assessment.

2.62 "Structure": Any Improvement constructed on a Lot which is affixed to the land and is of a nature that it would normally be intended to remain permanently affixed to the land.

2.63 "Surface Water and Storm Water Management System": A drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to Chapter 40D, Florida Administrative Code. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Community.

2.64 "Tenant" or "Lessee": A Person occupying a Parcel, other than the Owner where said occupancy by the non-Owner involves consideration, including, but not limited to, the payment of money, the exchange of goods or services, or the provision of direct economic or indirect economic benefit, including tax benefits and the furtherance of business interests, including, but not limited to, use of a Parcel as an employee or customer rewards or incentive, or as a prize for a charity auction or similar event. The term "Tenant" shall be used interchangeably with "Lessee."

2.65 "Unit": A Home which has been subjected to condominium ownership. Unless the context clearly requires otherwise, the term "Home" and "Unit" shall be synonymous.

2.66 "Voting Interests": The arrangement established in the Governing Documents by which the Owners of each Parcel collectively are entitled to one (1) vote in the Association matters. There are 463 Parcels, so the total number of Voting Interests is 463.

2.67 "Wetland": Any area within the Community identified or designated as habitat for wetland species of plants and/or animals by the South Florida Water Management District, or by the County, or by the United States Army Corps of Engineers, or by any other agency of the State

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of Florida or the United States government, whether or not such area is included within the Surface Water and Storm Water Management System, or is an isolated area that is not connected to the Surface Water and Storm Water Management System.

2.68 "Work": Any grading, staking, clearing, excavation, site work, planting or removal or addition of plants, trees, shrubs or other landscaping materials, or construction, installation or material modification or betterment (including painting) of any Structures or other Improvements on a Parcel or the addition of any Structures or other Improvements visible from the outside of the Parcel.

2.69 Interpretation of Certain References.

2.69.1 Recording. All references in the Governing Documents to a "recorded" legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed, or the filing of a legal instrument, in the public records of the County, or such other place designated as the official location for filing documents affecting title to real estate in the County in order to make them a matter of public record.

2.69.2 Consent or Approval. All references in the Governing Documents to "consent" or "approval" shall refer to permission or approval which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

2.69.3 Discretion and Determinations. All references in the Governing Documents to "discretion" or to the right to "determine" any matter shall refer to the sole and absolute power or right to decide or act and, unless otherwise expressly limited in the Governing Documents, a Person entitled to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action or inaction.

3. USE AND CONDUCT

In addition to the Rules and Regulations set forth in Exhibit "D" which may be modified as provided below, the Parcels shall be subject to the following. The restrictions set forth in this Article may be amended only in accordance with Article 17.

3.1 Residential and Related Uses. Parcels shall be used primarily for Single-Family residential and related purposes. No business shall be conducted in, on, or from any Parcel, except that an Occupant residing in the Home on a Parcel may conduct business activities on such Parcel ancillary to their primary residential use, if the business activity, as determined in the Board's discretion:

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3.1.1 is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

3.1.2 complies with applicable zoning and other legal requirements and other requirements of this Declaration;

3.1.3 does not involve regular visitation of the Parcel by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

3.1.4 is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other Parcels by the Owner thereof or the security or safety of others within the Community.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (A) such activity is engaged in full or part time, (B) such activity is intended to or does generate a profit, or (C) a license is required.

No Parcel shall be rezoned to any classification allowing commercial, institutional, or other non-residential use without the express written consent of the Association, through its Board, which it may withhold in its discretion. Notwithstanding anything in this Article to the contrary, the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the party pursuing the unapproved rezoning, in addition to and not in limitation of the Association's other rights and remedies.

This Article shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities.

Leasing of a single Parcel by the Owner thereof for residential occupancy shall not be considered a "business" within the meaning of this subsection; however, no Owner or group of Owners who are Affiliates shall, on their own behalf or through any agent, engage in leasing activity with respect to multiple Parcels which they do not own at the same time.

No garage, estate, or similar onsite sales shall be permitted on any Parcel or any other area in Hawthorne unless approved in writing by the Board.

3.2 Leasing. For purposes of this Declaration, "leasing" is the occupancy of a Home by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. Parcels may be leased only in their entirety

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(e.g., separate rooms within the same Home may not be separately leased and "rent-sharing" by Persons who are not members of the same Family is prohibited).

All leases shall be in writing and shall have a term of at least one (1) month, or thirty (30) consecutive days. No Owner may rent a Parcel more than three (3) times in any 12-month period, even if a Tenant defaults on a lease or abandons the Parcel before expiration of the lease term.

All leases shall include an acknowledgment by the Tenant that the Tenant and all Occupants of the leased Parcel are bound by and obligated to comply with the Governing Documents and that the Tenant has received a copy of the Governing Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the Tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the Tenant.

Each lease shall set forth the name, address, and telephone number of the Parcel's Owner and of the Tenant(s); the date the Tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the Tenant or members of the Tenant's household; and a description of all pets to be kept at the Parcel.

Subleasing of a Parcel by a Tenant or the renting of rooms shall not be permitted.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any Tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in the Governing Documents against the Owner, the Tenant, or any member of the Tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her Tenant requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third-party beneficiary of all leases of Parcels, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the Tenant or the Owner, including the right to initiate eviction proceedings as agent of the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or Tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Parcel, hereby covenants and agrees with the Association and all other Owners of Parcels in the Community, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her Tenant, other Occupants of the leased Parcel, and their respective Guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household

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or Guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her Tenant, and the Association shall have the right to take any action or seek any remedy for the Tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the Tenant. No Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including, but not limited to, television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Parcel may be leased for anything less than the minimum period of one (1) month, or thirty (30) consecutive days, nor more than three (3) times in any 12-month period.

3.2.1 Approval Process; Disapproval. Any Owner intending to lease his or her Parcel shall submit a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

3.2.1.1 The Person seeking approval (which shall hereinafter include all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

3.2.1.1.1 a capital, first or second degree felony involving violence to Persons within the past ten (10) years; or

3.2.1.1.2 a first or second degree felony involving illegal drugs within the past ten (10) years; or

3.2.1.1.3 any drug offence involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

3.2.1.1.4 a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

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3.2.1.2 The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

3.2.1.3 The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

3.2.1.4 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the Person seeking approval intends to conduct himself or herself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

3.2.1.5 The Person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by his or her conduct in this Community as a Tenant, Resident, Occupant or Guest;

3.2.1.6 The Owner or Person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process; or

3.2.1.7 All Assessments, fines and other Charges and monetary obligations against the Parcel and/or Owner have not been paid in full.

3.3 Guests. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Owners are permitted to have overnight Guests in the absence of the Owner subject to the following conditions, and such other Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Community. The Association may restrict or prohibit Guest visitation by Persons who have committed nuisances with the Community or otherwise violated the Governing Documents in the past, and Persons who have been convicted of or pled no contest to a felony, including, but not limited to, registered sex offenders and Persons who have been convicted of or pled no contest to narcotic offenses.

3.3.1 Non-Related Overnight Guests in the absence of the Owner will be limited to two (2) occupancies per calendar year (cumulative as to all Guests and all occupancies by non-related Guests in the absence of the Owner). Ten (10) days prior notice to the Association is required.

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3.3.2 Related Overnight Guests may occupy a Home in the absence of the Owner. For the purpose of this provision, "related" means at least one (1) adult who is occupying the Home on an overnight basis, in the absence of the Owner, is related to the Owner or Primary Occupant (by blood, marriage, domestic partnership or adoption) to the following degree: spouse, parent, grandparent, child, grandchild, or sibling. Ten (10) days prior notice to the Association is required.

3.4 Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Parcel as a Guest to comply with the Governing Documents and shall be responsible for all violations of the Governing Documents and any damage and losses they cause to the Common Areas, notwithstanding the fact that such Persons also are personally responsible for complying and may be sanctioned for any violation.

3.5 Lodging; Timeshares. No Parcel may be used as a rooming house, hostel, or hotel. Timesharing, Fractional Ownership, House Sharing or other arrangements involving multiple ownership interests in a Parcel (including ownership as joint tenants or tenants-in-common for the purpose of sharing use rights), or assigning separate use periods of less than thirty (30) consecutive days' duration, are prohibited.

3.6 Drones. Drones, as defined by Section 934.50(2)(a), Florida Statutes (2021), as amended from time to time, and other remotely controlled flying devices (collectively "Drones") are prohibited from being operated over, on or in any portion of the Community, including, but not limited to, the Common Areas and Parcels, except that properly licensed Drones used lawfully by outside parties for commercial purposes may be operated within the Community, with prior approval of the Board. The Board may adopt additional Rules regulating the use of commercial drones including requirements regarding insurance and an indemnity undertaking by users or operators of commercial Drones. Drones used for recreational purposes and Drones which are not properly licensed and lawfully used for commercial purposes in accordance with this provision and Rules of the Board, if any, are prohibited in the Community.

3.7 Projectiles and Noisemakers. The discharge of projectile shooting devices, including, but not limited to, firearms, fireworks, paintball guns, slingshots, and crossbows, and other noisemakers within the Community is prohibited.

3.8 Hurricane Protection. Owners are responsible to take all appropriate actions to protect their Homes and Lots from possible damage to other persons or property from the forces of nature, including tropical storms and hurricanes. Owners may deploy hurricane panels provided by the Developer in accordance with the provisions of this Article. Other types of hurricane protection may be installed after approval by the ARC, subject to any requirements of the Architectural Guidelines.

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3.8.1 Rear and Sides of Home. Galvanized metal shutters that are painted to match the color of the home and other types of approved shutters, e.g., accordion type, may be deployed on the rear and sides of the Home at any time an Owner is not in residence. Galvanized metal shutters that are unpainted can be placed on rear and sides of Homes only when a hurricane or tropical storm watch or warning is issued, and must be removed within fifteen (15) days of the passage of same.

3.8.2 Front of Home. Hurricane protection may only be deployed in the event of a hurricane or tropical storm watch or warning and must be removed within fifteen (15) days of the passage of same.

3.9 Rule Making Authority. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may change (i.e., modify, cancel, limit, create exceptions to, or add to) the Rules.

3.9.1 Limitations on Rules. Except as may be set forth in this Declaration (either initially or by amendment) or in the Rules and Regulations set forth in Exhibit "D," the Association's actions with respect to Rules and Regulations must comply with the following:

3.9.2 Displays. Owners' rights to display religious and holiday signs, symbols, and decorations on their Parcels of the kinds normally displayed in residential neighborhoods with homes of comparable type, quality, and price range to those in the Community shall not be further abridged, except through an amendment of the Declaration, provided that the Board may adopt time, place, size, number, and manner restrictions with respect to such displays.

3.9.3 Signs. To the extent that signs are permitted under Article 4, the Board may regulate the time, place, size, number, and manner of posting such signs (including design criteria). An Owner may display a security sign, provided by a contractor for security services, as permitted by the Act.

3.9.4 Activities Within Homes. The Association shall not interfere with activities carried on within a Home, except that it may prohibit activities not normally associated with residential property, and it may restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the Home, that create undesirable odors noticeable to persons outside the Home, or that are an unreasonable source of annoyance, or that violates a provision of the Governing Documents.

3.9.5 Alienation. The Board may impose restrictions on leasing, in addition to those set forth in this Article, and may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee on the lease or transfer of any Parcel.

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3.9.6 Abridging Existing Rights. The Association may not require an Owner to dispose of personal property that was in or on a Parcel in compliance with previous Rules. This exemption shall apply only during the period of such Owner's ownership of the Parcel and shall not apply to subsequent Owners who take title to the Parcel after adoption of the rule.

3.9.7 Owner Right to Overrule Board-Made Rules. Any Rule affecting Parcel use may be repealed by a vote of a majority of the Voting Interests present in person or by proxy and voting at a special Members' meeting called pursuant to the Bylaws, at which a quorum has been attained.

3.10 Owners' Acknowledgment and Notice to Purchasers. Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment, and marketability of his or her Parcel is limited and affected by the terms of the Governing Documents, including Rules and Regulations, which may change from time to time. All Parcel purchasers are on notice that the Board may have adopted changes to the Rules and Regulations, Architectural Guidelines, and that such changes may or may not be set forth in a recorded document. Copies of the current Rules and Regulations and Architectural Guidelines may be obtained from the Association and/or posted on the Association's website.

4. ARCHITECTURE AND LANDSCAPING

4.1 General. Except for work done by or on behalf of the Association, no structure or thing shall be placed, erected, or installed upon any Parcel, and no Improvements of any kind or other Work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within the Community, except in compliance with this Article and the Architectural Guidelines.

All Owners of Parcels along or adjacent to the Lakes are prohibited from disturbing or removing any vegetation within the lake bank areas and are subject to certain restrictions regarding fences as set forth in Article 7.12.

An Owner shall not plant any shrubs, trees and/or landscaping on his or her Parcel and/or in any manner alter the landscaping in the Community as initially installed, without the prior written approval of the ARC. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Parcel, such Owner shall be responsible for maintaining such shrubs, trees and/or landscaping.

No additional trees or other landscaping are permitted to be planted in the Community without the prior written consent of the ARC.

Any Owner may remodel, paint, or redecorate the interior of the Home on his or her Parcel without approval hereunder. However, modifications to the interior of screened porches, patios, and any other portions of a Parcel, structure or other Improvement visible from outside of the

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Home, including painting a different color than that which exists, are subject to approval under this Article.

Improvements shall be constructed only by qualified Persons acceptable to the Reviewer (as defined in Article 4.2.3). Owners shall be responsible for obtaining all permits and approvals from the County and other governmental agencies.

Except for addition of new lanais/screened cages, extensions or additions to existing Homes are not permitted. Out-buildings are not permitted.

4.2 Architectural Review.

4.2.1 By Association. The Board shall have primary authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other Improvements or Work within the Community. The Board may designate one (1) or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Board or its designee acts solely in Board's interest and owes no duty to any other Person.

The Board may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or Committee, including an Architectural Review Committee. Any such delegation shall be subject to (i) Board's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Board's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason.

4.2.2 Architectural Review Committee. The Association, acting through the ARC, if one has been appointed, shall assume jurisdiction over architectural matters. When appointed, the ARC shall consist of at least three (3), but not more than five (5), persons. Members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ARC members shall serve and may be removed and replaced in the Board's discretion. The Board may act as the ARC.

4.2.3 Reviewer. For purposes of this Article, the "Reviewer" is the Board, the Person or Persons assigned by the Board, or the ARC.

4.2.4 Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include, without limitation, deposits for damage to property, and the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals the Reviewer employs or with whom it contracts.

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The Board may include the compensation of such Persons in the Association's annual operating budget.

4.3 Guidelines and Procedures.

4.3.1 Architectural Guidelines. The Board may prepare and update as necessary the Architectural Guidelines, which may contain general provisions applicable to all of the Community as well as specific provisions that may vary according to location within the Community or product type. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee an application's approval.

The Board shall have sole and full authority to amend the Architectural Guidelines, as necessary. The Board's right to amend shall continue even if its reviewing authority is delegated to the ARC or other Reviewer, unless the Board also delegates the power to amend to the ARC or other Reviewer.

Amendments to the Architectural Guidelines shall not require modifications to or removal of structures, Improvements, and other things or Work previously approved once the approved construction or modification has begun. However, any new Work or Improvements must comply with the Architectural Guidelines as amended. Subject to the Community-Wide Standard, there is no limit to the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Association shall make the Architectural Guidelines available to Owners and contractors who seek to engage in construction within the Community. In the Association's discretion, the Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

4.3.2 Procedures. Unless the Architectural Guidelines provide otherwise, no construction activities or other activities described in Article 4.1 may begin until a request is submitted to and approved in writing by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer and/or the Architectural Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction or other activity as the Reviewer deems relevant.

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In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith and in accordance with the required procedures.

The Reviewer shall make a determination on each application within forty-five (45) days after receipt of a completed application and all other information the Reviewer requires. The Reviewer may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until forty-five (45) days after the final, required submission stage. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application, with or without conditions, and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of a final determination on any application. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

After the initial 45-day period has elapsed, if the Owner has not received notice of the Reviewer's determination, the Owner may make a second written request for approval of the plans previously submitted which shall be marked "Second Request." If the Reviewer fails to respond within fourteen (14) business days from receipt of the Second Request, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines or other Governing Documents unless a written variance has been granted pursuant to Article 4.5.

Notwithstanding anything to the contrary in this Declaration or the Bylaws, Owners shall send any such "Second Request" via the U.S. Postal Service, certified mail, return receipt requested, or by commercial overnight carrier that obtains a signed receipt upon delivery. A Second Request shall be deemed made, and the fourteen (14) business day time period shall commence running, on the date of the Reviewer's actual receipt of the Second Request, as evidenced by its signature on the return receipt provided by the U.S. Postal Service or in the records of the overnight carrier, as applicable.

As part of any approval, the Reviewer may require that construction and landscaping in accordance with approved plans commence and be completed within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities within the scope of this

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Article. Once commenced, such activities must be diligently pursued to completion. All elements of the approved plans shall be completed within one year of commencement unless a shorter or longer period is otherwise specified in the notice of approval or the Architectural Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action by the Board.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless written approval to modify any application has been obtained.

The Board, the ARC, or other Reviewer, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.4 Appeal of Reviewer's Decision to the Board. In any case where the Reviewer is a Committee or party or entity other than the Board, any decision of the Reviewer may be appealed to the Board of Directors within thirty (30) days of the decision. The decision of the Board of Directors shall be final.

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

4.6 Variances. The Reviewer may authorize variances from compliance with the Architectural Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires the Board's written consent. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the improvements for which the variance was granted.

4.7 Limitation of Liability. This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community. The standards and procedures do not create any duty to any Person. Review and approval of any application

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pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every Home is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

The Board, the ARC, any other Reviewer, the Association's management agent, any Committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work related to approved work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any owner or their contractor or their subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Parcel. In all matters, the Association shall defend and indemnify and hold harmless the Board, the ARC, the members of each, and the Association Officers, as provided in the Articles.

4.8 Enforcement. Any construction, alteration, improvement or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action pursuant to Article 7.4. Any act of any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed to be an act done by or on behalf of such Owner.

5. MAINTENANCE AND REPAIR

5.1 Maintenance of Parcels.

5.1.1 Each Owner must maintain his or her Home, including the Home and all structures and other Improvements comprising the Parcel, including those portions of the driveway located in Limited Common Areas, in a manner consistent with the Governing Documents, the Community-Wide Standard, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Association, or assigned to the Association under this Declaration or additional covenants applicable to such Parcel.

5.1.1.1 Moisture Control. In addition to the foregoing, each Owner shall be required to maintain appropriate climate control, keep his or her Home clean, and take necessary measures to retard and prevent mold from accumulating in or on the Home. Each Owner shall be required to clean and dust the Home on a regular basis and to remove visible moisture accumulation on windows, windowsills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Each Owner shall be responsible for damage to the Home and personal property, as well as any injury to the Owner and/or Occupants of the Home resulting from the Owner's failure to comply

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with these terms. Each Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Home if the Owner fails to remediate same and each Owner shall be responsible for the repair and remediation of all damages to the Home caused by mold.

5.1.1.2 Erosion Control. The Board may adopt additional Rules requiring Owners to be responsible to take appropriate action to mitigate the effects of erosion.

5.1.2 The Association shall perform, or cause to be performed, the following on designated Service Areas:

5.1.2.1 operation, maintenance, repair, and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, and time clocks, wherever located) serving the Parcels, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Occupants of any Parcel after issuance of a certificate of occupancy for the Home on the Parcel.

5.1.3 Declarant or a Builder may have constructed or installed drainage swales, drainage lines, and/or other equipment on a Parcel for the purpose of managing and/or containing the flow of excess surface water, if any, found upon such Parcel from time to time. Except to the extent that such responsibility is assigned to or assumed by the Owners pursuant to this Declaration, the Association shall be responsible for the maintenance, operation, and repair of such drainage swale(s), drainage lines, and other equipment. Maintenance, operation, and repair shall, without limitation, mean the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the South Florida Water Management District ("SFWMD"). Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Parcel upon which the drainage swale, drainage lines, and other equipment is located.

5.1.4 Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement, the maintenance, repair, replacement, and other obligations of the Association and Owner specified in this Declaration shall be performed as and when the Board determines it necessary to maintain the property to a level consistent with the Community-Wide Standard.

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5.1.5 Trees and Landscaping. The Association shall be responsible in Designated Service Areas for maintaining (which shall include mowing, watering, fertilizing, pruning, and controlling disease and insects) all grass and shrubs installed on the Parcels. The Association shall be responsible for the cost of replacement of grass, when necessary. The Owner shall be responsible for the cost of replacement of shrubs, which shall be a Benefitted Assessment as defined in Article 8.4 of this Declaration. The Owner shall be responsible for all additions to the landscaping, and same shall be subject to ARC approval as provided elsewhere herein.

The maintenance of all trees on a Parcel or Limited Common Area (area between pavement edge and Lot boundary) is the responsibility of the Owner, provided that the Association may contract for the trimming of trees on Limited Common Areas and the Parcels, and the cost shall be a Benefited Assessment. All removal, alteration, or installation of trees on a Lot or Limited Common Area shall be subject to ARC approval and compliance with all applicable laws and ordinances.

The Association may remove trees on Limited Common Areas which are causing or are likely to cause damage to Common Areas. The Association is not liable for any damage caused by trees or their roots or branches to any Lot, or property or Improvements thereon, including the Home.

5.2 Insurance on Parcels; Casualty Losses. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Parcel. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Parcel or the Common Area due to occurrences originating within the Owner's Parcel caused by the negligence of the Owner, the failure of the Owner to maintain the Parcel, and any other casualty within the Parcel which causes damage to the Parcels or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies.

In the event of damage to or destruction of a structure on a Parcel, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article 4.

Each Owner shall provide a certificate evidencing such insurance to the Association within ten (10) days of any written request from the Board. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Parcel. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Parcel is canceled.

Regardless of whether the insurance required hereunder is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against

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such insurance for the cost of any repair or reconstruction to the Parcel and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Parcel and improvements thereon which are their respective responsibilities.

If the Owner is required to obtain insurance hereunder and such insurance is insufficient, the Association shall be relieved of any obligation to maintain, repair, and replace damaged or destroyed portions of the Owner's Parcel, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Parcel as a Benefited Assessment pursuant to Article 8.4.

In the event of damage to or destruction of a structure on a Parcel, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article 4.

6. THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association is the entity responsible for management, maintenance, operation, and control of the Community. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the Bylaws. Membership in the Association is appurtenant to and may not be severed from the Parcel. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles of Incorporation, or Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Parcel.

6.2 Voting. Each Parcel is entitled to one (1) vote. In any situation where there is more than one Owner of a Parcel, the vote for such Parcel shall be exercised as provided in the Bylaws.

7. ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Common Area

7.1.1 The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property. The Association shall have power to acquire real property and transfer real property

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owned by the Association or otherwise convey real property with the approval of at least a majority of the Voting Interests present, in person or by proxy, and voting at duly called meeting of the Association at which a quorum has been attained. No Owner approval is required to acquire, purchase, or mortgage a Parcel foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Parcel. No Owner approval is required in connection with the Association's exercise of its right of first refusal as set forth in Article 15, nor to dispose of such Parcel. No Owner approval is required for the acquisition or disposition of real property necessary, as determined by the Board, to address legal description or survey errors, or boundary or ownership disputes or uncertainties. Leasing of Common Areas may be approved by the Board, as well as the lease fees, use fees, and other fees. The Board may acquire and dispose of personal property. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others.

7.1.2 The Association is responsible for management, operation, and control of the Community. The Board may, from time to time, adopt such reasonable rules regulating the Community as it deems appropriate. The Association may enter into a property management agreement with any Person.

7.1.3 The Board may elect to construct or install certain improvements or facilities upon portions of the Common Area, but is not obligated to do so, and may elect to leave portions of the Common Area in their natural unimproved state. The Board shall have the absolute right and power to determine what improvements or facilities, if any, will be located on the Common Area, subject to the provisions of Article 7.3.

7.2 Maintenance of Common Areas. The Association shall maintain the Common Areas in accordance with the Community-Wide Standard. The Common Areas shall include, but are not limited to (a) the Common Area, including landscaping, signage, perimeter walls, fencing, structures, and other improvements located on the Common Area, as well as any private streets and entry gates serving the Community; (b) landscaping within public rights-of-way within or abutting the Community, or Wetlands if not the obligation of Owners; (c) such portions of Parcels as are specifically identified as Common Areas; and (d) all lakes, ponds, streams, ditches, culverts, and/or wetlands located within the Community which serve as part of the Surface Water and Storm Water Management System, including associated improvements and equipment, but not including any such areas, improvements, or equipment maintained by the County or any other governmental or quasi-governmental body. Portions of Parcels which are designated as Common Areas shall be Maintained by the Parcel Owner, except where this Declaration specifically delegates that responsibility to the Association. The Declaration may delegate Maintenance responsibility for The following Limited Common Areas shall be maintained by Parcel Owners: (i) mailboxes and (ii) paver driveway aprons to the pavement.

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The Association shall maintain the littoral shelf, if any, of all lakes, culverts, ditches, or waterways serving as part of the Surface Water and Storm Water Management system, which maintenance may include, without limitation, appropriate landscaping and plantings.

The Association may maintain other property that it does not own, including property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the owner of such other property consents. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Areas in continuous operation, except for any periods necessary, as the Board may determine in its discretion, to perform required maintenance, repairs, or replacement.

Unless otherwise provided in this Declaration, the costs associated with maintenance, repair, and replacement of the Common Areas which are the responsibility of the Association shall be a Common Expense or Service Area Assessment. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Areas pursuant to this Declaration, a Supplemental Declaration, or other recorded covenants or agreements.

7.3 Material Alterations or Substantial Additions. There shall be no Material Alterations or Substantial Additions to the Common Areas or Association real property by the Association, except as authorized by the Board. Provided, however, that if any such Material Alterations or Substantial Additions require or obligate the expenditure of Association funds of more than $100,000.00 in the fiscal year in which the work is authorized, the Board shall obtain approval of at least a majority of Voting Interests present, in person or by proxy, and voting at duly called meeting of the Association meeting at which a quorum has been attained, or by written agreement of a majority of the entire Voting Interests. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board.

7.4 Insurance. The insurance which shall be carried for the Community, including the Buildings and Common Areas shall be as follows:

7.4.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association. The expenses of insurance carried by the Association pursuant to this provision shall be subject to Assessments as a Common Expense and may be passed on to the Owners by Special Assessment, or as part of the Annual Assessment, as determined in the sole discretion of the Board of Directors.

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7.4.2 Coverage.

7.4.2.1 Property Insurance. Except as otherwise provided herein, the Association shall, as a Common Expense, obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon the insurable improvements of the Common Areas, except as noted herein, for the replacement or insurable value thereof, including coverage for changes in Building codes, if reasonably available and determined commercially practicable by the Board, less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by homeowners' associations in the locality, and foundation and excavation costs, in its discretion. The Association shall not be obligated to carry flood insurance. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions. The Association's property insurance policy shall be written on a master policy basis, affording protection against loss or damage by fire and other hazards covered by a standard coverage endorsement.

7.4.2.2 Liability Insurance. The Association shall obtain and maintain public liability insurance covering the Common Areas in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Each Owner will be responsible for procuring and maintaining liability insurance covering losses which may occur in and about the Owner's Unit, as the Owner may deem appropriate.

7.4.2.3 Fidelity Bond. The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. If annually approved by a majority of the Voting Interests present, in person or by proxy, and voting at a duly called meeting of the Association at which a quorum has been attained, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

7.4.2.4 Worker's Compensation. The Association shall obtain such worker's compensation coverage if required by law, or deemed advisable by the Board.

7.4.2.5 Other Insurance. The Association may, but shall not be obligated to, obtain such other insurance as the Board of Directors may from time to time deem to be

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necessary, including, but not limited to, flood insurance, errors and omissions, officers and directors liability insurance coverage, and insurance for the benefit of its employees.

7.4.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including, but not limited to, exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment.

7.4.4 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

7.4.5 Insurance Shares or Proceeds. Insurance proceeds from policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association.

7.5 Provision of Services to Parcels. The Association may provide, or provide for, services and facilities for all or any of the Members and their Parcels and may enter into contracts or agreements with other entities, including, without limitation, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities, or may include the costs in the Association's budget as a Common Expense and assess it as part of the Assessment, if provided to, or determined by the Board to be a benefit to, all Parcels. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, telephone, internet access, security monitoring, caretaker, transportation, fire protection, utilities, trash collection and recycling, and other services and facilities.

Nothing in this Article shall be construed as a representation by the Association as to what, if any, services or facilities shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services or facilities provided to Owners or Parcels as a Common Expense or a Limited Common Expense, shall not exempt any Owner from the obligation to pay assessments for such services or facilities.

7.6 Relationships with Other Properties. The Association may enter into contractual agreements or covenants to share costs with any neighboring properties to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of maintenance of Common Areas.

7.7 Relationship with Governmental and Tax-Exempt Organizations. The Association may enter into agreements or contracts with, or grant exclusive and/or nonexclusive easements over the Common Area to, state or local governments, public or private utility providers, and non-profit, tax-exempt organizations for the benefit of the Community, the Association, and the Members. The Association may contribute money, real property (including, without limitation,

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Common Area), personal property, or services to any such entity. Any such contribution may be a Common Expense and included as a line item in the Association's annual budget.

For the purposes of this Article, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

7.8 Waterways; Water Level and Use. With respect to any waterways now existing or which may hereafter be contained within or adjoining the Community, only the Association shall have the right to pump or otherwise remove any water from such waterways for the purposes of irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the waterways, except as may be erected or approved in writing by the Association. Only the Association shall have the right to prescribe the schedule for watering of the lawns on the Parcels and Common Areas (subject to applicable legal requirements). No boats or other water vehicle or craft shall be permitted on such waterways. Subject to the provisions of this Declaration, the Association shall have the right and, as permitted by law, the obligation to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in and on such waterways.

Water levels in the waterways may rise and fall significantly due to among other things, fluctuations in ground water elevations within the surrounding areas. Accordingly, the Association has no control over such water levels and/or ground water elevations. Each Owner, by acceptance of title to a Parcel, hereby releases the Association from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and courts costs at trial and all appellate levels), related to, arising out of and/or resulting from water levels in the waterways.

THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE WATERWAYS. ANY INDIVIDUAL USING THE WATERWAYS SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF TITLE TO A LOT, ACKNOWLEDGES THAT THE WATERWAYS ARE DEEP AND DANGEROUS. THE ASSOCIATION NOR ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY WATERWAY WITHIN HAWTHORNE, EXCEPT AS SUCH RESPONSIBILITY MAY BE

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SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF HAWTHORNE SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY HAWTHORNE AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

No planting, fencing or other improvements or additions within any Lake Maintenance Easement is permitted, except that planting shall be permitted in any portion of a Lake Maintenance Easement which is also the subject of a Landscape Easement or a Landscape and Drainage Easement. No installation of sand or other materials intended to simulate a beach shall be permitted along the Lake banks or within the Lake Maintenance Easement or rear yards of Lake Lots. Swimming in the Lakes is prohibited, and the operation of motorized and non-motorized watercraft in the Lakes is prohibited. In addition to the use of any Lake Maintenance Easement by any Owner, as described above, the Lake Maintenance Easements are for the use of the Association, SFWMD (as defined in Article 7.11 below), the applicable water management district and any other governmental agency for access to the Lakes for maintenance of the Lakes and any littoral plantings and other proper purposes. No removal or damage to littoral or wetland plantings, if any, is permitted.

An imaginary line will be extended from the side property lines at the back of each Lake Lot down to the water's edge. The area encompassed between the rear property line and the water's edge between these imaginary lines shall be defined as the "Lake Bank Zone" as to each Lake Lot.

All Lake Lot Owners are prohibited from disturbing or removing any vegetation within the Lake Bank Zone to the lake deep cut line without the prior written approval of the SFWMD. A copy of any such approval shall be provided to the Association.

All Lake Lot Owners are prohibited from disturbing or removing the "cluster" landscaping located in the rear of the Parcels near the Lake Bank Zones without the prior approval of the Association.

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7.9 Surface Water and Storm Water Management System.

7.9.1 Maintenance and Operation. The Association shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System. Maintenance of the Surface Water and Storm Water Management System(s) shall mean the exercise or practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the SFWMD. Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted or, if modified, as approved by the SFWMD. Notwithstanding anything contained herein to the contrary, the Association shall maintain embankments so that grass, planting, or other lateral support shall prevent erosion of the embankment. The height, grade, and contour of such embankments shall not be changed without the prior written consent of the Board and/or the SFWMD.

7.9.2 Effect of Dissolution. In the event of the termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands must be transferred to and accepted by an entity which would comply with Section 40.D Florida Administrative Code, and be approved by the SFWMD prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System and wetlands in accordance with the requirements of the permits.

7.9.3 Shared Facilities. Certain portions of the Surface Water and Storm Water Management System may serve the drainage needs of adjacent lands not owned by the Association and not within the Community. The Association reserves the right to grant such drainage and/or use such easements and rights as the Board may deem necessary or appropriate for accomplishing the drainage needs of the Community and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

8. ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses.

8.1.1 Calculation of Assessments. Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses which it expects to incur for the coming year, including any contributions to be made to reserves for repair and replacement of items that the Association maintains as a Common Expense. The budget shall include, as a separate line item in the operating expense portion of the budget, the estimated cost of routine maintenance

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of the Surface Water and Storm Water Management System and, as a separate line item in the reserve portion of the budget, a contribution to a reserve fund for periodic deferred maintenance, repair and replacements to the Common Areas, including contributions to reserves for the private roads and Surface Water and Storm Water Management System. The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Common Expenses, including any surplus or deficit to be applied from prior years, assessment income, any fees charged for use of recreational amenities, and any other non-assessment income.

The Association is authorized to levy Assessments to fund the Common Expenses against all Parcels. In determining the Assessment rate, the Board may consider any Assessment income expected to be generated from any property anticipated to become subject to Assessment during the fiscal year.

The Board shall send a summary of the proposed budget and notice of the Assessment to be levied pursuant to such budget to each Owner prior to the effective date of the budget. The budget and Assessment shall automatically take effect on such date.

If any proposed budget is disapproved, or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Assessment from time to time during the year, subject to the notice requirements set forth above and in accordance with Florida law.

8.1.2 Calculation of Service Area Assessments. Before the beginning of each fiscal year, the Board shall prepare a separate budget for each Service Area of the estimated expenses which it expects to incur on behalf of such Service Area for the coming year, including any contributions to be made to a reserve fund for periodic deferred maintenance, repair and replacement of items that the Association maintains on behalf of the Service Area as a Limited Common Expense. Each budget shall include, as a separate line item in the operating expense portion of the budget, the estimated cost of routine maintenance and repair of any private roads which the Association maintains on behalf of such Service Area as a Limited Common Expense, and as a separate line item in the reserve portion of the budget, a contribution to a reserve fund for periodic deferred maintenance, repair and repaving of such roads, each of which shall be in at least the minimum amount approved by the County for such purposes prior to recordation of this Declaration. The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Service Area Assessments, including any surplus or deficit to be applied from prior years, assessment income, any fees charged for use of recreational amenities maintained on behalf of the Service Area, and any other non-assessment income.

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The Association is authorized to levy Service Area Assessments for each Service Area against all Parcels in the Service Area. In determining the Service Area Assessment rate for any Service Area, the Board may consider any assessment income expected to be generated from any property in the Service Area reasonably anticipated to become subject to assessment during the fiscal year.

8.2 Budgeting for Reserves. The Board shall prepare and periodically review separate reserve budgets for the Common Area and for each Service Area for which the Association maintains capital items as a Limited Common Expense which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of capital items under each budget. The Board may include in the Common Expense budget adopted, as appropriate, a capital contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period.

Reserve funds, if collected, shall be held in a separate account or accounts from the operating and other funds of the Association. Reserve funds collected for each Service Area shall be segregated from reserves collected for Common Areas or other Service Areas.

The reserve funds held in each account may be expended only for deferred maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected, unless approved by at least a majority of the Voting Interests present, in person or by proxy, and voting at a duly called meeting of the Association at which a quorum has been attained. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended.

8.3 Special Assessments. In addition to other authorized assessments, the Board may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Parcels within any Service Area, if such Special Assessment is for Service Area Assessments.

8.4 Benefited Assessments. The Association may levy Benefited Assessments against one (1) or more particular Parcels as follows:

8.4.1 to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Parcel upon request of the Owner pursuant to any menu of special services which the Association may offer (which might include the items identified in Article 7.6). Benefited Assessments for special services may be levied in advance of the provision of the requested service; and

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8.4.2 to cover costs incurred in bringing a Parcel into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Parcel, their agents, contractors, employees, licensees, invitees, or Guests, including, without limitation. attorneys' fees, as applicable.

8.5 Assessment Rate; Commencement of Assessments; Time of Payment. The obligation to pay assessments commenced as to each Parcel on the first day of the month following: (a) the month in which the Parcel was made subject to this Declaration, or (b) the month in which the Board first determined a budget and levied Assessments pursuant to this Article, whichever was later. Annual Assessments and Special Assessments for Common Expenses shall be allocated equally among all Parcels subject to assessment. Service Area Assessments shall be allocated equally among all Parcels subject to assessment in the benefited Service Area.

Owners shall pay assessments quarterly, with payments due on the first day of the months of January, April, July and October. The Board may require advance payment of assessments at closing of the transfer of title to a Parcel and may impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in monthly installments. If any Owner is delinquent in paying any assessments or other charges levied on his or her Parcel, the Board may require that the outstanding balance on all assessments be paid in full immediately.

8.6 Obligation for Assessments.

8.6.1 Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any Parcel, covenants and agrees to pay all Assessments levied in accordance with the Governing Documents for each Parcel owned. All Assessments, together with interest (computed from the Assessment's due date at a rate of 18% per annum or the maximum rate permitted by law, whichever is less), late charges as determined by Board resolution, and attorneys' fees and the costs and expenses of collection, shall be the personal obligation of each Owner and a lien upon each Parcel until paid in full. Upon a transfer of title to a Parcel, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance.

The Board's failure to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Annual Assessments and Service Area Assessments, if any, on the same basis as during the last year for which an assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

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No Owner is exempted from liability for Assessments by non-use of Common Area, abandonment of his or her Parcel, or any other means. The obligation to pay Assessments is a separate and independent covenant by each Owner. No reduction or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some required function, or for inconvenience or discomfort arising from making repairs or improvements, or for any other reason.

Voting and Common Area use rights may be suspended for non-payment of Assessments and other monetary obligations as provided by the Act.

8.7 Lien for Assessments. The Association may record a lien against any Parcel to secure payment of Assessments that remain unpaid for a period of thirty (30) days or longer after becoming due. For purposes of this Article, Assessments shall include interest, late charges (subject to Florida law), attorneys' fees, and the costs and expenses of collection. Such lien shall be superior to all other liens, except (a) the liens of all real estate taxes and other governmental assessments and charges against the Parcel, (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (c) other recorded liens or encumbrances which by law would be superior. The Association's lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. If any first mortgagee or other person, persons or entity obtains title to a Parcel as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Parcel or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in the current version of the Act, as amended from time to time.

Notwithstanding the above, and subject to Florida law, the Board may designate Assessments or Charges levied solely for the purpose of funding Common Expenses related to acquisition, development, or construction of infrastructure or capital improvements serving the Community (or to pay the cost to underwrite, service, and repay any debt incurred to finance any such acquisition, development, or construction) as a "Capital Improvement Assessment," and the lien therefor shall be superior to (a) the Association's lien for other Common Expenses and Service Area Assessments, and (b) all other liens except those deemed superior under federal or Florida law and which may not be made subordinate by this provision.

At a foreclosure sale, the Association may bid for the Parcel and acquire, hold, lease, mortgage, and convey the Parcel. The Association may sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Parcel shall not affect the assessment lien or relieve such Parcel from the lien for any subsequent assessments. The priority of the Association's lien and the

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obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the current version of the Act, as amended from time to time.

8.8 Exempt Property. The following property shall be exempt from payment of Assessments, Service Area Assessments, and Special Assessments:

8.8.1 All Common Area and other portions of the Community which are not Parcels; and

8.8.2 Any property dedicated to and accepted by any governmental authority or public utility.

8.9 Resale Capital Assessment. Each Owner, by acceptance of a deed for a Parcel, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association a resale capital assessment due at the time of conveyance or other transfer of title of a Parcel from an Owner to a subsequent Owner. The resale capital assessment shall be due at the time of closing of the conveyance of the Parcel or transfer of title to the Parcel and shall be considered delinquent if not remitted to the Association within ten (10) days from the date due. It shall be the obligation of the subsequent Owner of the Parcel (the transferee of the deed or other acquirer of title) to pay the resale capital assessment to the Association. This resale capital assessment shall be effective for any transfer of title occurring on or after the date of recording of this amendment in the Public Records of Lee County, Florida. The Board may waive the resale capital assessment in situations involving inter-familial transfers for tax and estate planning reasons, including, but not limited to, a Member's conveyance of a Parcel to a trust. The resale capital assessment shall be $1,000.00 per transaction or title transfer, unless increased or decreased by a majority vote of the Board. This Article 8.9 shall apply to all transfers of title, including, but not limited to, a transfer to, purchase by, or other acquisition of title (including through foreclosure or deed in lieu of foreclosure) by a bank, life insurance company or savings and loan association or other mortgagee that acquires its title as the result of holding a mortgage or lien upon the Parcel concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings.

9. EXPANSION OF THE COMMUNITY

9.1 Annexation by Association. The Association may annex property to the provisions of this Declaration by recording an amendment to this Declaration, approved as set forth in Article 17, describing the additional property.

10. DEVELOPMENT PLAN

10.1 Hawthorne. Hawthorne is comprised of three hundred seven (307) single-family Parcels, one hundred fifty-six (156) Condominium Units and the property encompassing the Common Area, as more particularly defined by this Declaration.

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10.2 Common Area. The Common Area shall consist of the property indicated on the Plat as Tracts C-1 through C-6, F-4, L-l, L-2, L-3, P-l and R-l, or as property reserved for or dedicated to the Association. The Common Area shall be used for ingress/egress, landscaping, lakes, canals, ponds, walls, drainage, wetlands, open space, recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, Guests, invitees and lessees in accordance with the Governing Documents.

The portions of Hawthorne described in this Article 10.2 shall constitute Common Areas.

10.2.1 Tract F-4 (Recreation). Hawthorne contains two (2) recreation area(s) ("Recreation Area(s)").

The Recreation Areas are part of the Common Area and shall be used for recreational purposes by the Association, and the Owners and their Family members, Tenants, Guests, and Invitees. All of the Recreation Areas shall always be kept and maintained by the Association for recreational uses or beautification and attendant uses.

The Association reserves the right, but shall not be obligated, to construct additional recreational facilities upon the Recreation Areas and to change the facilities used as the Recreation Areas. Any change in the use of a recreational amenity (as opposed to the creation or development of a new amenity on Common Areas) shall be subject to said approval by the Members, regardless of the cost involved, except that the Board may designate one (1) tennis court for dual pickleball/tennis use.

10.2.2 Entranceway(s) and Entry Gate(s). Hawthorne includes entry gates and a guard house, which may or may not be manned, as determined by the Board. Such entranceway(s) and/or entry gate(s) shall be deemed Common Area and shall be owned, maintained, repaired or replaced by the Association and the expense thereof shall be included as an Operating Expense. All other portions of the entranceway(s) shall also be owned and maintained by the Association. The Association makes no representations whatsoever as to the security of the premises or the effectiveness of any entry gate(s). All Owners agree to hold the Association harmless from any loss or claim arising within Hawthorne from the occurrence of a crime or other act. The Owners acknowledge that the entry gate(s) are designed to deter crime, not prevent it.

10.2.3 Roadways. The "Roadways" are those portions of Hawthorne designated on the Plat as Tract R-l; and includes the entranceway and entry features. Notwithstanding anything to the contrary on the Plat, the Roadways shall be used as private roads by the Association and the Owners, their Family members, Tenants, Guests, and Invitees in accordance with the provisions of this Declaration. The Association may regulate parking and traffic on the Roadways within the Community, including without limitation, the use of access gates (manned or unmanned as determined by the Board in its sole discretion), stop signs, speed limits, speed bumps, or other

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traffic calming or restriction installations. The Roadways shall be maintained, administered and owned by the Association. The landscaping features within the Roadways shall be maintained, administered and owned by the Association. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance, repair and replacement of the driveway serving his or her Parcel, including that portion of the driveway in a Roadway, if any, unless the driveway was damaged by the Association in the fulfillment of its obligations and duties under this Declaration.

10.2.4 Lakes. The "Lakes" are those portions of Hawthorne designated on the Plat as Tracts L-1, L-2 and L-3, and shall always be kept and maintained as lakes for water retention, drainage, irrigation and water management purposes in compliance with all applicable governmental and water management district requirements. The Lakes shall be maintained, administered and owned by the Association. The Association has an easement throughout all portions of Hawthorne as may be necessary for the purpose of accessing, maintaining and administering the Lakes, and no Owner or any condominium association governing a portion of Hawthorne shall do any act which may interfere with the performance by the Association of its obligations hereunder.

Water levels in the Lakes may rise and fall significantly due to, among other things, fluctuations in ground water elevations within the surrounding areas. Accordingly, the Association has no control over such water levels and/or ground water elevations. Each Owner, by acceptance of title to his or her Parcel, hereby releases the Association from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and courts costs at trial and all appellate levels), related to, arising out of and/or resulting from water levels in the Lakes.

THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE LAKES. ANY INDIVIDUAL USING THE LAKES SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

10.2.5 Tracts C-l through C-6 (Landscape and Drainage). The "Landscape and Drainage Tracts" are those portions of Hawthorne designated on the Plat as Tracts C-l through C-6 and shall always be maintained in a manner consistent with the Community-Wide Standard. The Landscape and Drainage Tracts shall be maintained, administered and ultimately owned by the Association. The Association has an easement throughout all portions of Hawthorne as may be necessary for the purpose of accessing, maintaining and administering the Landscape and Drainage Tracts, and no Owner or any condominium association governing a portion of Hawthorne shall do any act which may interfere with the performance by the Association of its obligations hereunder.

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10.2.6 Perimeter Buffers (Canals, Walls, Landscaping). The Perimeter Buffers surrounding Hawthorne shall always be maintained in a manner consistent with the Community-Wide Standard. The Perimeter Buffers shall be maintained, administered and ultimately owned by the Association. The Association has an easement throughout all portions of Hawthorne as may be necessary for the purpose of accessing, maintaining and administering the Perimeter Buffers, and no Owner nor any condominium association governing a portion of Hawthorne shall do any act which may interfere with the performance by the Association of its obligations hereunder.

10.2.7 Surface Water and Storm Water Management System and Conservation Areas (Tract P-l) and Easements. Declarant caused to be constructed within the geographic area shown on the Plat, drainage canals, lakes and drainage retention/detention ponds ("Drainage System"). The Drainage System is part of the overall drainage plan for Hawthorne. Declarant created conservation easements encumbering all or part of the Common Area, and/or portions of the Parcels conveyed to Owners to preserve the natural condition of wetlands, uplands or buffer areas. The Association shall have unobstructed ingress to and egress from all retention/detention ponds and lakes as well as all conservation easements at all reasonable times to operate and maintain said ponds, lakes and conservation easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Hawthorne Drainage System or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Association. Further, where an Owner's Parcel is contiguous to any of the drainage facilities of Hawthorne, such Owner shall prepare his or her site plan so that the utilization of such Owner's Parcel will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

The Association shall operate and maintain, as part of the Common Area, the Drainage System for the Property, and comply with conditions of the permits from the South Florida Water Management District ("SFWMD") for the Drainage System, including, without limitation, perpetual maintenance of all signage required by the permit. The Association accepted transfer of SFWMD permits applicable to the Property. The conditions of SFWMD permits include monitoring and record keeping schedules and maintenance (a copy of the SFWMD permit is attached hereto as Exhibit "F").

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

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volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the state.

The Association agrees to operate and maintain the system and has sufficient ownership so that it has control over all water management facilities authorized.

The Association shall hold and save SFWMD harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

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

The Association specifically agrees to allow authorized SFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to the Property, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the permit and SFWMD regulations, such as:

10.2.7.1 Having access to and copying any records that must be kept under the conditions of the permit; and

10.2.7.2 Inspecting the facility, equipment, practices, or operations regulated or required under the permit; and Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SFWMD rules; and

10.2.7.3 Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

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

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

It shall be the responsibility of each Owner within the Property at the time of construction of a building, residence, or structure, to comply with the construction plans for the Surface Water Management System pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SFWMD.

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Owners are hereby notified that certain Parcels may include, or be adjacent to wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements. It is the Owner's responsibility not to remove native vegetation that becomes established within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements abutting the Owner's Parcel. Removal includes dredging, the application of herbicide and cutting. Owners should address any question regarding authorized activities within detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to SFWMD, Surface Water Permitting Department. SFWMD may authorize removal of certain exotic or nuisance vegetation upon application by Owners or the Association.

No Owner of a Parcel within the Property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements described in the approved permit and recorded Plats of the Property, unless prior approval is received from SFWMD pursuant to Chapter 40D-4, Florida Administrative Code.

In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40.C-42.027, Florida Administrative Code, and be approved by SFWMD prior to such termination, dissolution or liquidation.

The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

It is expected that certain portions of the Surface Water and Storm Water Management System will serve the drainage needs of adjacent lands not owned by Declarant and not within the Property subject to this Declaration. Declarant and the Association each reserve the right to grant such drainage and/or use easements and rights as Declarant or the Association may deem necessary or appropriate for accomplishing the drainage needs of the Property and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

The Surface Water and Storm Water Management System is designed to provide drainage for the Property. The Association shall have no liability whatsoever to any Owner for claims or damages alleged by an Owner due to water levels in the Lakes being below normal or otherwise unacceptable to the Owner. Aesthetic appearance of the Lakes is secondary to their intended

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drainage function, and during periods of prolonged drought or other unusual weather events water levels in the Lakes may recede, and the Association shall have no liability for such conditions.

11. EASEMENTS

11.1 Easements in Common Area. Each Owner has a right and easement of use, access, and enjoyment in and to the Common Area, subject to:

11.1.1 The Governing Documents and any other applicable covenants;

11.1.2 Any restrictions or limitations contained in any deed conveying the property to the Association;

11.1.3 The Board's right to:

11.1.3.1 adopt rules regulating Common Area use, including, without limitation, rules limiting the number of Guests who may use the Common Area, and charge use fees for such use;

11.1.3.2 suspend the right of an Owner and its Guests and invitees to use any Common Areas as provided by the Act (A) for any period during which any assessment or other charge or monetary obligation against the Parcel Owner or Owner's Parcel remains delinquent, and (B) for violation of the Governing Documents, including the Rules, Policies, and Guidelines;

11.1.3.3 dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;

11.1.3.4 rent any portion of any the Common Area on an exclusive or nonexclusive short-term basis to any Person;

11.1.3.5 permit use by the general public, which use may, but need not, be subject to admission charges, membership fees, or other user fees established in the Board's discretion (except to the extent inconsistent with any easement agreement relating thereto); and

11.1.3.6 mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred; and

11.1.3.7 to regulate parking and traffic on the roads or streets within the Community, including without limitation, the use of access gates (manned or unmanned as determined by the Board in its sole discretion), stop signs, speed limits, speed bumps, or other traffic calming or restriction installations.

11.2 Easements of Encroachment. The original Declaration granted, and there are hereby confirmed easements of encroachment, and for maintenance and use of any permitted encroachment, between each Parcel and any adjacent Common Area and between adjacent Parcels,

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to a distance of less than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. Such easement shall permit encroachment only by a structure or fixture (i) which has been built by a Builder or approved in accordance with this Declaration, and (ii) which is unintentionally constructed on another's property. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3 Easements for Utilities.

11.3.1 Installation and Maintenance. The Association has perpetual, nonexclusive easements throughout the Community (but not through a structure) to:

11.3.1.1 install utilities and infrastructure to serve the Community, including, without limitation, water, sewer, telephone, electric, gas, irrigation, cable and other systems for sending and receiving data and/or other electronic signals, drainage structures, facilities and systems, and security and similar systems and other Community Systems and Services;

11.3.1.2 install walkways, pathways and trails, curb cuts, driveways and paved areas, streetlights, and signage on property which the Association owns or within public rights-of-way or easements reserved for such purpose on a Plat;

11.3.1.3 inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above;

11.3.1.4 access and read utility meters; and

11.3.1.5 for any other purpose in Association's sole discretion.

The right, license, or easement granted to a utility supplier shall include the nonexclusive right to ingress and egress over any streets for access and maintenance of its equipment and facilities.

The Association reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

11.3.2 Specific Easements. The Association also reserves for itself the nonexclusive right and power to record such specific easements as may be necessary, in the Association's discretion, to develop the Community. The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed, or conditioned.

11.4 Easements for Maintenance, Emergency, and Enforcement. The original Declaration granted, and there are hereby confirmed easements over the Community as necessary for the Association to fulfill its maintenance responsibilities under this Declaration. The

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Association shall also have an easement and the right, but not the obligation, to enter upon any Parcel for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capacities as such and by all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours.

The Association, subject to any required notice, has an easement and right to enter a Parcel to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents. Any costs incurred, including attorneys' fees, shall be assessed against the Parcel Owner as a Benefited Assessment.

11.5 Easements for Maintenance of Bodies of Water and Flooding. The Association, the SFWMD, and their successors, assigns, and designees, have the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Common Areas and the Community to (a) install, operate, maintain, repair, and replace pumps and other equipment to supply irrigation water to the Common Areas; (b) construct, maintain, repair, and replace structures and equipment used for retaining, detaining, and otherwise controlling water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard and applicable legal requirements. The Association, the SFWMD, and their successors, assigns, and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Article.

The Association has a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Parcels (but not inside a Home or other structure) adjacent to or within fifty (50) feet of bodies of water and wetlands within the Community, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Community; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. Anyone exercising these easements shall use reasonable care in and repair any damage resulting from their intentional exercise of the easements. Nothing herein shall be construed to make the Association or any other Person liable for damage resulting from flooding due to natural occurrences or for other occurrences not reasonably foreseeable or under the control of the Association or such other Person.

11.6 Easements for Cross-Drainage. All portions of the Community shall be burdened with easements for drainage of storm water runoff from other portions of the Community; however, no Person other than the Association shall alter the drainage on any Parcel to increase

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materially the drainage of storm water onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, and the SFWMD.

11.7 Easement for Maintenance of Surface Water and Storm Water Management System. The Association has a perpetual, nonexclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace the system. By this easement, the Association shall have the right to enter upon any portion of any Parcel which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the County or any governmental agency or quasi-governmental body requires or permits. Additionally, the Association shall have a perpetual, nonexclusive easement for drainage over the entire Surface Water and Storm Water Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. No Person shall alter the drainage flow of or over the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the Association's prior written approval.

11.8 Sign Easement. Association has an easement (herein referred to as the "Sign Easement") over, upon, and across all areas for erection, installation, operation, maintenance, repair, and replacement of Community signs, walls, monuments, fencing, decorative improvements, and other entry features, together with landscaping, lighting, utility, and irrigation facilities. No Owner shall obstruct access to the Sign Easement, or install or remove any plant or other improvement or installation placed in the Sign Easement by the beneficiaries thereof, or obstruct the view of the Sign Easement from the adjacent street right-of-way. All Community signs, walls, monuments, entry features, landscaping, utility, irrigation and other permanent improvements installed in the Sign Easement shall become the Common Area of the Association upon conveyance from Declarant, and the Association shall maintain such Sign Easement and the improvements therein as part of the Common Area.

11.9 Easement for Irrigation Equipment. The Association has a perpetual, nonexclusive easement over, under and through all exterior portions of each Parcel, except any area upon which buildings have been erected, for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Parcels and/or Common Area, which are part of the master irrigation system maintained by the Association.

11.10 Private Roadways.

11.10.1 The private roadways within the Community ("Roadways"), as depicted on any Plat, shall be owned by the Association as part of the Common Area and shall not be dedicated

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to the County or to public use by recordation of such Plat. Use of such Roadways shall be subject to and in accordance with any rights and easements shown on the Plats and such reasonable Rules and Regulations and Rules as the Association may adopt from time to time consistent with this Declaration, the Plat, and any law, ordinance, or regulation governing the Community.

11.10.2 There is a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for law enforcement, firefighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community provided that such easement shall not authorize any such Persons to enter the Community except while acting in their official capacities.

11.11 Drainage Easement to City of Bonita Springs. There is a perpetual stormwater management easement to the City of Bonita Springs pursuant to those certain Perpetual Stormwater Management Easements recorded in Official Records Instrument Numbers 20006000056021 and 2006000056022 ("Stormwater Easements") for all conveyances of offsite drainage around or through Hawthorne from top of bank to top of bank together with access for maintenance. No vegetative planting other than short grasses is allowed within the area described in such Stormwater Easements. The Association shall provide, on a monthly basis, maintenance/mowing to keep all exotic/emergent plants to less than one (1) foot of height within the area described in such Stormwater Easements in perpetuity. The area described in the Stormwater Easements shall not be used for landscaping, fencing, walkways, trails, paths, or similar passive or active uses.

12. CONSERVATION EASEMENTS, NATURAL CONDITIONS AND PRESERVES

12.1 Conservation Easements.

12.1.1 Establishment of Conservation Easements. The provisions of Section 704.06, Florida Statutes establish the right of the SFWMD and/or the County (the "Easement Grantee") to accept easements for the preservation of the natural habitat (such easements shall be referred to herein as the "Conservation Easements"). There are no Conservation Easements established by this Declaration; however, the Association has the right to grant such easements over and upon portions of the Common Area unto the Easement Grantee pursuant to the provisions of Section 704.06, Florida Statutes. Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes and the Easement Grantee, and the following provisions. For the purposes of this Declaration, any portion of the Common Area encumbered by a Conservation Easement shall be referred to as the "Conservation Easement Property."

12.1.2 Purpose. The purpose of a Conservation Easement is to assure that the Conservation Easement Property will be retained forever in its existing natural condition and to

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prevent any use of the Conservation Easement Property that will impair or interfere with the environmental value of the Conservation Easement Property.

12.1.3 Prohibited Acts and Uses. Any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

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

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

12.1.3.3 removing, mowing, trimming or destroying trees, shrubs, or other vegetation;

12.1.3.4 excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

12.1.3.5 using the surface area of the Conservation Easement, except for purposes that permit the land or water area to remain predominantly in its natural condition;

12.1.3.6 activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

12.1.3.7 acting upon or using the Conservation Easement in a manner detrimental to such retention of land or water areas;

12.1.3.8 acting upon or using the Conservation Easement in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;

12.1.3.9 constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; and

12.1.3.10 applying of herbicides, pesticides, or fertilizers.

12.1.4 Reserved Rights. The owner of record title to the Conservation Easement Property reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Property, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

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12.1.5 Rights of Easement Grantee. To accomplish the purposes stated herein, the owner of record title to the Conservation Easement Property shall, upon the request of the Easement Grantee, grant the following rights to the Easement Grantee:

12.1.5.1 to enter upon and inspect the Conservation Easement Property in a reasonable manner and at reasonable times to determine if the Association or the Owners are complying with the covenants and prohibitions contained in the Conservation Easement; and

12.1.5.2 to proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth therein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Property that may be damaged by any activity inconsistent with the Conservation Easement.

12.1.6 Easement Grantee's Discretion. The Easement Grantee may enforce the terms of the Conservation Easement at its discretion, but if the Association, Declarant, or any Owner, breaches any term of the Conservation Easement and the Easement Grantee does not exercise its rights under the Conservation Easement, the Easement Grantee's forbearance shall not be construed to be a waiver by the Easement Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Easement Grantee's rights under the Conservation Easement. No delay or omission by the Easement Grantee in the exercise of any right or remedy upon any breach by the Association, Declarant or any Owner shall impair such right or remedy or be construed as a waiver. The Easement Grantee shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of the Conservation Easement.

12.1.7 Easement Grantee's Liability. The owner of the fee interest in the Conservation Easement Property shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Easement Property. Neither Declarant, nor any Owner, nor any person or entity claiming by or through Declarant or any Owner, shall hold the Easement Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Easement Property.

12.1.8 Acts Beyond Association's Control. Nothing contained in the Conservation Easement shall be construed to entitle the Easement Grantee to bring any action against the Association for any injury to or change in the Conservation Easement Property resulting from natural causes beyond the Association's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Association under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.

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12.1.9 Recordation. The Association shall record any Conservation Easement in a timely fashion and the Owners of any Parcels encumbered by the Conservation Easement shall re-record it by separate instrument at any time the Easement Grantee may require to preserve its rights. The Owners of any Parcels encumbered by the Conservation Easement shall pay all recording costs and taxes necessary to record the Conservation Easement. The Association will hold the Easement Grantee harmless from any recording costs or taxes necessary to record the Conservation Easement.

12.1.10Restrictive Covenants Affecting Conservation Easements. No Owner or other person shall cut, remove, destroy, or otherwise disturb any plant, shrub, tree, or other vegetation within any Conservation Easement created pursuant to this Article, nor shall any person, including, but not limited to any Owner and the Association, deposit dirt, fill, grass clippings, trash, rubbish, tree trimmings, building materials, or other waste within such easements without the prior written consent (as evidenced by any required permit or other official certification) of the Association, the County, and the SFWMD.

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS AND THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; OFF-ROAD VEHICLE USE; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION -WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

12.2 Natural Conditions.

12.2.1 The Community may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes and other reptiles, alligators, and other animals, some of which may pose hazards to persons or pets coming in contact with them. Each Owner and occupant of any Parcel, and every Person entering the Community (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within or through the Community; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Community. Neither the Association, any builder, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, or employees of any of the foregoing, shall have any duty to take

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action to control, remove, or eradicate any plant or wildlife in the Community, nor shall they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or through the Community.

12.2.2 The natural areas described in subsection (a) above may also contain creeks, ponds, or intermittent pools of water, muddy areas, and underbrush, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or Occupant of a Parcel shall enter upon, or permit their Guests or any other person acting on their behalf to enter upon, or disturb such areas in any way without the Association's prior written approval.

12.3 Preserves. As may be depicted on any Plat, certain tracts may be identified as "Preserve" or "Private Preserve," if any. Unless otherwise approved in writing by the Association, the SFWMD, the County, and any other governmental authorities having jurisdiction, the Preserve areas, if any, shall be maintained in their natural state in perpetuity. No Owner, member of an Owner's household, or any other Person acting, or purporting to act, on behalf of any Owner, or for whom any Owner shall be responsible pursuant to this Declaration, shall disturb the natural environment of the Preserve areas in any way without first obtaining the written consent of the Board properly approved by the adoption of a resolution describing in detail the exact activities to be conducted within the Preserve areas, the times and dates when such activities are authorized to occur, and the identities of the Persons who are authorized to so act, together with the written consent of the Association and any governmental authority having jurisdiction over the proposed activity.

This restrictive covenant is intended in the broadest sense, and includes, but is not limited to, trimming, cutting, or mowing grass, shrubs, trees or other plants; placing grass clippings, landscape debris, household trash or other materials; storing materials, equipment, vehicles, boats, motor homes, trailers, or other items; erecting children's playhouses, tree houses, swings, or other permanent or temporary improvements; planting trees, shrubs, grass, or ground cover; releasing birds, snakes, reptiles, insects, or other animals; grading or excavating; cultivating or gardening; or dumping dirt, sand, rocks, gravel, or other inorganic or organic material on any part of a Preserve area. No hunting or animal trapping, carrying or discharging of firearms, overnight camping or campfires, operation of motorcycles or so-called "all-terrain vehicles," "dirt bikes," or other motorized vehicles, implements, equipment, or conveyances are permitted within the Preserve areas at any time.

Any Owner who violates the foregoing restrictive covenants shall be responsible for the cost of restoring the affected Preserve area to the satisfaction of the Association, and any governmental authority having jurisdiction thereof, and the Association shall have the right to prohibit the offending party from further use or enjoyment of the Preserve areas after prior notice

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and hearing before the Board. Notwithstanding the foregoing, the Owners shall have the right, without prior notice, to enter the Preserve areas for hiking, birding, and other passive, non-destructive activities during the hours of dawn to dusk.

BECAUSE THE PRESERVE AREAS ARE TO BE RETAINED IN THEIR NATURAL STATE, SUCH AREAS SHOULD BE CONSIDERED HAZARDOUS FOR RECREATIONAL ACTIVITIES.

NEITHER THE ASSOCIATION, NOR ANY OF ITS AFFILIATES, HAS ANY OBLIGATION TO PROVIDE SECURITY OR SUPERVISION FOR ANY PERSON USING A PRESERVE AREA, AND ALL PERSONS USING A PRESERVE AREA DO SO AT THEIR OWN RISK.

INSECTS, SNAKES, AND ANIMALS THAT MAY BE DANGEROUS TO HUMANS MAY INHABIT THE PRESERVE AREAS.

OWNERS SHOULD NOT ALLOW CHILDREN OR PETS TO ENTER THE PRESERVE AREA WITHOUT ADULT SUPERVISION.

NEITHER THE ASSOCIATION NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CONDITION OF A PRESERVE AREA OR ANY INJURY OR DEATH OCCURRING THEREON.

THE ASSOCIATION SHALL HAVE THE RIGHT TO IMPOSE ADDITIONAL RULES AND REGULATIONS GOVERNING THE USE OF THE PRESERVE AREAS OR FOR ANY INJURY OR DEATH OCCURRING THEREON.

IF THE PRESERVE AREAS, OR THE TREES OR VEGETATION THEREON, ARE DAMAGED OR DESTROYED BY FIRE, WINDSTORM, FLOOD, DISEASE, OR OTHER NATURAL OR MANMADE EVENT, NEITHER THE ASSOCIATION, NOR ANY OF ITS AFFILIATES, SHALL HAVE ANY OBLIGATION TO REPAIR OR RESTORE THE DAMAGE OR DESTRUCTION, OR TO REMOVE ANY DEAD OR DAMAGED TREES OR OTHER VEGETATION.

13. LIMITED COMMON AREAS

13.1 Purpose. Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and Occupants of one or more, but less than all. Parcels. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, private roads, lakes and other portions of the Common Area primarily serving a limited area. All costs associated with ownership, maintenance, repair, replacement, management, operation and insurance of a Limited Common Area shall be a Limited Common Expense allocated in

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accordance with Article 8.1.1 among the Owners in the Service Area to which the Limited Common Area is assigned.

13.2 Designation. A portion of the Common Area may be assigned as Limited Common Area upon approval of (a) the Board, (b) designation of same by an amendment to this Declaration.

13.3 Use by Others. Upon approval of a majority of Owners of Parcels to which any Limited Common Area is assigned, and subject to such restrictions as such Owners may impose, the Association may permit Owners of other Parcels to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Assessments attributable to such Limited Common Area.

14. DISCLOSURES AND WAIVERS

14.1 No Liability For Third Party Acts. Owners and Occupants of Parcels, and their respective Guests and invitees, are responsible for their own personal safety and for their property in the Community. The Association may, but is not obligated to, maintain or support certain activities within the Community which are intended to promote or enhance safety or security within the Community. However, the Association shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including, without limitation, fire protection, burglar alarm, or other security monitoring systems, or any gate or other mechanism or system for limiting access to the Community, cannot be compromised or circumvented, nor that any such systems or measures undertaken will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its Tenants and all Occupants and invitees of its Parcel that the Association, the Board and its Committees, are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Parcels and the contents of Parcels, resulting from acts of third parties.

The Association may, but shall not be obligated to, employ or retain, at the Association's sole cost and expense, a person or persons to staff any entry gate(s) located at the entrance to the Community and perform such functions on behalf of the Association, in its sole discretion, deems appropriate, including, but not limited to, facilitating access by contractors, subcontractors, inspectors, brokers, and salespersons, and others to Parcels that are under construction or for sale. Any such person employed or retained by the Association shall under no circumstances be responsible for the security or safety of any persons or property within the Community, nor shall

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the Association or any Owner or Occupant of the Community be authorized to direct or request favors of any such person. The Association shall not have any obligation to staff the entry gate(s).

14.2 View Impairment. The Association does not guarantee or represent that any view over and across the Parcels or any open space within the Community will be preserved without impairment. The Association shall not be obligated to relocate, prune, or thin trees or other landscaping. The Association (with respect to the Common Area) has the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

14.3 Notices and Disclaimers as to Community Systems. In recognition of the fact that interruptions in cable television and other Community Systems and Services will occur from time to time, the Association shall not in any manner be liable for, and no Community System and Service user shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in Community Systems and Services, regardless of whether or not such interruption is caused by reasons within the service provider's control. The Association shall be entitled to retain any rebate, discount, or other compensation received from the provider of any Community Systems and Services in connection with the installation or operation of such system.

14.4 Construction Activities. All Owners, Occupants, and users of Parcels are hereby placed on notice that the Association and/or its agents, contractors, subcontractors, licensees, and other **designees, successors, or assigns, shall, from time to time, conduct construction activities within the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and/or by using any portion of a Parcel or the Community generally, Owners, Occupants and users of Parcels and Condominium Units acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Parcel or Condominium Unit where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that the Association, and all of its agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to any breach of this covenant; and (d) that any purchase or use of any Parcel or Condominium Unit has been and will be made with full knowledge of the foregoing.**

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14.5 Water Management. Each Owner acknowledges and agrees that some or all of the water features, if any, or wetlands in or adjacent to the Community are designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations within the immediate area, water levels will rise and fall. Each Owner further acknowledges and agrees that the Association has no control over such elevations. Therefore, each Owner agrees to release and discharge the Association from and against any and all losses, claims, demands, damages, and expenses of whatever nature or kind, including, without limitation, legal costs related to or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand, or fill any water features or wetlands located within or in the vicinity of the Community without the prior written approval of the Association and any local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.

15. APPROVAL OF SALES AND TITLE TRANSFERS

In order to maintain a community of congenial Owners who are financially responsible, and thus protect the value of the Parcels, the use and transfer of Parcels by any Owner shall be subject to the following provisions as long as the Community exists upon the land, which provisions each Owner covenants to observe:

15.1 Forms of Ownership.

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

15.1.2 Co-Ownership. Co-ownership of Parcels may be permitted. If the co-owners are other than spouses, the Board shall condition its approval upon the designation of one (1) approved natural Person as "Primary Occupant." Two (2) Persons may, in the discretion of the Board and upon request, be each designated as "Primary Occupants" so long as such Persons are spouses. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Parcel may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Parcel, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Parcels owned by business entities, religious, or charitable organizations, and the like. The use of the Parcel by other Persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Governing Documents. No more than one (1) change in Primary Occupant will be approved in any twelve (12) month period, except in the case of the death of the Primary Occupant. Any new Primary Occupant shall be subject to review and approval by the Association in the same manner as a transfer of title. No time share estates may be created. "Home Sharing" by multiple families and "Fractional Ownership" are prohibited.

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15.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Parcel may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural Person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Parcel may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Parcel, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Parcels owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, corporation, limited liability company, or other entity as an Owner shall be conditioned upon designation by the Owner of one (1) natural Person to be the "Primary Occupant." As a condition of approval of a transfer to such entity, the Board may require a personal guarantee from the Primary Occupant or other Person acceptable to the Board for payment of all Assessments, Charges, and other monetary obligations (including, but not limited to, use fees and fines) and for the liabilities affiliated with compliance with the Governing Documents, including, but not limited to, damages and awards of prevailing party attorneys' fees. The use of the Parcel by other Persons shall be as if the Primary Occupant were the only actual Owner. The Primary Occupant shall be the Person entitled to vote on behalf of the Parcel, exercise rights of membership, and discharge the responsibilities incident thereto. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Governing Documents. No more than one (1) change in designation of Primary Occupant will be approved in any twelve (12) month period, except in the case of the death of the Primary Occupant. Any new Primary Occupant shall be subject to review and approval by the Association in the same manner as a transfer of title.

15.1.4 Life Estate. A Parcel may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Parcel. Any vote, consent or approval required by the Governing Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

15.2 Transfers Subject to Approval.

15.2.1 Sale or Other Transfer. No Owner may dispose of a Parcel or any interest in same by sale or other title transfer without prior written approval of the Board. No Owner may dispose of a Parcel or any interest therein by other means (including agreement for deed,

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installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board. Review and approval of transfer applications may be delegated to an Officer, a Committee, or an agent, provided that approval of a transfer shall not be denied, unless approved by a majority of the Board.

15.2.2 Gift. If any Owner is to acquire his or her title by gift, his or her ownership of his or her Parcel shall be subject to the prior approval of the Board. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

15.2.3 Devise or Inheritance. If any Person shall acquire his or her title by devise, inheritance or through other succession laws, the continuance of his or her ownership of his or her Parcel shall be subject to the approval of the Board.

15.2.4 Other Transfers. If any Owner shall acquire his or her title by any manner not considered in the foregoing subsections, the continuance of his or her ownership of such Parcel shall be subject to the approval of the Board. If any Person acquires title in any manner not considered in the foregoing subsections, that Person shall have no right to occupy or use the Parcel before being approved by the Board under the procedures outlined below.

15.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Parcels shall be obtained in the following manner:

15.3.1 Notice to Board of Directors.

15.3.1.1 Sale or Other Transfer. An Owner intending to make a bona fide sale or other title transfer of his or her Parcel or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Occupants. Any Person who resides in a Parcel after initial approval shall be subject to a separate approval process.

15.3.1.2 Devise or Inheritance. An Owner who has obtained his or her title by devise or inheritance, or operation of succession laws, shall give to the Board notice of the acquiring of his or her title, together with such information concerning the Owner as the Board may reasonably require (including that set forth in Article 15.3(a)(i) hereof), and a certified copy of the instrument evidencing the Owner's title.

15.3.1.3 Failure to Give Notice. If the above-required notice to the Board is not given, then at any time after receiving knowledge of a transaction or event transferring

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ownership or possession of a Parcel, the Board at its election and without notice may approve or disapprove the transaction or ownership. If the Board disapproves the transaction or ownership, the Board shall proceed as if it had received the required notice on the date of such disapproval.

15.3.2 Approval by Association.

15.3.2.1 Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board, the Board must either approve or disapprove the proposed transaction.

15.3.2.2 Devise or Inheritance. If the Owner giving notice has acquired his or her title by devise, inheritance, or through succession law, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board, the Board must either approve or disapprove the continuance of the Owner's ownership of his or her Parcel.

15.3.2.3 Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, other entity, or more than one (1) individual who are not spouses, the approval of ownership by the corporation, partnership, trust, other entity, or multiple Persons shall be conditioned upon approval of a Primary Occupant.

15.4 Disapproval by Board of Directors. If the Board shall disapprove a transfer or continuance of ownership of a Parcel, the matter shall be disposed of in the following manner:

15.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved without good cause, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Owner an agreement to purchase the Parcel concerned by a purchaser approved by the Board, or the Association itself, who will purchase and to whom the Owner must sell the Parcel upon the following terms:

15.4.1.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers, one (1) of whom shall be appointed by the Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Parcel; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

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15.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to itself purchase the Parcel, or provide a purchaser, or if a purchaser furnished by the Association or the Association shall default in his, her, or their agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval.

15.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Owner giving notice has acquired or will acquire his or her title by gift, devise, inheritance, or succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership without good cause, then within thirty (30) days after receipt from the Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Owner an agreement to purchase the Parcel concerned by a purchaser approved by the Board (including the Association itself) who will purchase and to whom the Owner must sell the Parcel upon the following terms:

15.4.2.1 The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less than bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers, one (1) of whom shall be appointed by the Association and the other of whom shall be appointed by the Owner, who shall base their determination upon an average of their appraisals of the Parcel; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

15.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Parcel or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his, her or their agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

15.4.3 Disapproval for Good Cause. Disapproval of title transfers or the continuation of ownership pursuant to this Article 15 shall be made by the Board if it is determined that the potential Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Governing Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed

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purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Governing Documents:

15.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the Person seeking approval (which shall hereinafter include all proposed Occupants or Residents) intends to conduct himself or herself in a manner inconsistent with the Governing Documents;

15.4.3.2 The Person seeking approval has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

15.4.3.2.1. a capital, first or second degree felony involving violence to Persons within the past ten (10) years; or

15.4.3.2.2. a first or second degree felony involving illegal drugs within the past ten (10) years; or

15.4.3.2.3. any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

15.4.3.2.4. a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

15.4.3.3 The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

15.4.3.4 The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

15.4.3.5 The Person seeking approval has a record of financial irresponsibility, including without limitation prior foreclosures or bad debts such that the Board reasonably concludes that the applicant is unable to meet his or her financial obligations to the Association;

15.4.3.6 The Person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, or has made material misstatements or withheld material/information during the application process; or

15.4.3.7 All Assessments and other Charges against the Parcel have not been paid in full, unless the Association has reasonable assurances that said amounts will be paid out of the closing proceeds.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Parcel or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall

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be rescinded in the manner determined by the Board. The ability to conduct background investigations and the extent of such investigation, if any, shall be as determined by the Board in its discretion.

15.5 Transfer Fee. The Association may charge a processing fee for the review/approval of transfers of title.

15.6 Exceptions. The foregoing provisions of this section entitled "Approval of Sales and Title Transfers" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other bona fide mortgagee that acquires its title as the result of owning a purchase money first mortgage upon the Parcel concerned; this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Further exempt shall be purchasers at tax deed sales, judicial sales, and governmental levies. However, a transferee from a first mortgagee or other exempt acquirer of title shall be required to be approved by the Association as a condition of ownership and holding title to a Parcel.

15.7 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

16. CHANGES IN COMMON AREA

16.1 Condemnation. Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking does not involve any Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

16.2 Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

16.3 Transfer or Dedication of Common Area. The Association may convey, dedicate, or otherwise transfer portions of the Common Area to the County or to any other local, state, or federal governmental or quasi-governmental entity, with the consent of at least a majority of the Voting Interests present, in person or by proxy, and voting at a duly called meeting of the

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Association at which a quorum has been attained; however, any dedication or transfer of Limited Common Areas to the County or to any other governmental entity shall require the consent of a majority of the Owners entitled to use such Limited Common Area present, in person or by proxy, and voting at a duly called meeting of the Association at which a quorum has been attained.

17. AMENDMENT OF DECLARATION

17.1 By the Members. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing at least a majority of the Voting Interests present, in person or by proxy, and voting at a duly called meeting of the Association at which a quorum has been attained. Alternatively, amendments may be approved by the written agreement of at least a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. Additionally, amendments which may be required by an institutional mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board, without a vote of the Members, may also adopt amendments to the Governing Documents as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

17.2 Approval by South Florida Water Management District. Notwithstanding Article 17.1, any amendment to the Declaration that alters any provision relating to the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, or amendment to this Article 17.2, must have the prior approval of the SFWMD.

17.3 Validity and Effective Date. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

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17.4 Exhibits. Exhibits "A" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

18. TERM OF DECLARATION AND TERMINATION

18.1 Term. The Declaration has an initial term of thirty (30) years and shall automatically renew for successive 10-year periods unless terminated upon the affirmative written consent of seventy-five percent (75%) of the entire Voting Interests, and upon the affirmative written consent of first mortgagees holding mortgages encumbering Parcels and the consent of the SFWMD.

18.2 Termination. If this Declaration is terminated in accordance herewith, every Owner by acquiring title covenants and agrees that the termination documents shall require:

18.2.1 That Parcels shall continue to be used solely as single-family residences.

18.2.2 Common Areas shall be owned and held in equal shares by the Owners as tenants in common.

18.2.3 The acceptance of surface water management responsibility by an entity acceptable to SFWMD.

19. EMERGENCY POWERS

19.1 Additional Board Authority. In addition to other authority granted by law and the Governing Documents, the Board has the following power and authority in connection with emergency conditions:

19.1.1 To determine after casualty loss whether the Common Areas or portions thereof can be safely used or occupied. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

19.1.2 To implement disaster protocols prior to, during, or after an impending disaster or emergency.

19.1.3 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

19.1.4 To adopt emergency Rules and Regulations governing the use of the Common Areas and the use, maintenance, clean-up, and restoration of the Parcels, with notice given only to those Directors with whom it is practicable to communicate.

19.1.5 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

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19.1.6 To exercise all emergency powers set forth in the Act.

19.2 Powers for Emergencies. In addition to all applicable emergency powers conferred by law and the Governing Documents, the Board shall have all of the powers in the preceding sections of this paragraph, plus the following powers for emergencies regarding any infectious disease outbreak, pandemic, biological or chemical contamination, including sewage, or similar public health risks:

19.2.1 To close or limit use of the Common Areas.

19.2.2 To restrict or ban entry into the Community by Guests and Invitees if deemed necessary by the Board.

19.2.3 To enact and implement restrictions, protocols and procedures the Board may deem appropriate, including, but not limited to, requiring the use of gloves, masks and other protective equipment, quarantines, restrictions or moratoriums on move ins/move outs.

19.2.4 To enact any other rules and regulations as approved by a majority of the Board as the Board determines is in the best interests of the health, safety and welfare of Association, the Owners, and Residents, with as much notice as practical.

19.2.5 To have all of the emergency powers as provided for in the Bylaws and Articles of Incorporation.

19.3 Emergency. For purposes of this Article 19, an emergency shall be deemed to exist in the following circumstances:

19.3.1 When the locale in which the Community is under a tropical storm or hurricane watch or warning.

19.3.2 When the locale in which the Community is located is under a declared state of emergency from any governmental agency having jurisdiction related to health, safety, and welfare.

19.3.3 When the Common Areas are in danger of significant damage or have been significantly damaged, as determined by the Board, by casualty, act of nature, or act of man, including but not limited to fires, floods, hurricanes, tropical storms or other sever weather events, floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or criminal conduct.

19.3.4 The powers conferred by this Article 19 shall be in force during such time as an emergency exits, as well as in anticipation of an emergency or in response to an emergency which has resulted in damage to the Common Areas, or which continues to present a threat to health, safety and welfare or legal liabilities to the Association.

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20. COMPLIANCE AND DEFAULT; REMEDIES

20.1 Fining and Suspension. Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents. A fine may not exceed One Hundred Dollars ($100.00) per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed Two Thousand Dollars ($2,000.00) in the aggregate. Fines of One Thousand Dollars ($1,000.00) or more may become a lien against the Parcel. No fine shall be imposed by the Board without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three (3) members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Tenant, Licensee, or Invitee of the Owner. The Board may establish additional rules or procedures as it deems appropriate to govern the fining and suspension process and ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Association shall operate as required by the Act.

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

20.2 Obligations of Members; Remedies at Law or In Equity; Levy of Fines and Suspension of Use Rights. Each Member and the Member's Family members, Tenants, Guests and Invitees, are governed by, and must comply with all laws, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with the law or the Governing Documents may be brought by the Association or by any Members against:

20.2.1 The Association. The Association may, but shall not be required to, seek enforcement of the Governing Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association,

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to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Governing Documents involving the interest of the Owners of two (2) or more different Parcels, including, but not limited to, noise complaints, nuisance allegations, and the like;

20.2.2 A Member;

20.2.3 Any Director or Officer who willfully and knowingly fails to comply with the provisions of law or the Governing Documents; and

20.2.4 Anyone who occupies a Parcel as an Owner, Family member, Tenant, Occupant or Guest. Owners shall be jointly and severally liable for violations of the Governing Documents and damage to the Common Areas by their Family members, Tenants, Guests, Invitees and Occupants.

The prevailing party in any such litigation is entitled to recover reasonable attorneys' fees and costs at all levels including fees spent in the determination of entitlement to and amount of attorneys' fees, and in any appeal or supplementary or ancillary proceeding. This Article does not deprive any person of any other available right or remedy. Disputes subject to presuit mediation under the Act shall be subject to that procedure. In any dispute subject to presuit mediation where emergency relief is required, a motion for temporary injunctive relief may be filed with a court without first complying with the presuit mediation requirements of the Act.

20.3 Remedies Cumulative. All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, or at law or in equity. It shall not be presumed that money damages shall be an adequate remedy for violations of the Governing Documents.

20.4 Enforcement. The Association, by contract or other agreement, may enforce applicable governmental regulations on behalf or in lieu of said entity and permit a governmental authority to enforce ordinances, rules, statutes, or laws within the Community for the benefit of the Association and its Members.

20.4.1 The SFWMD and the Association shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water or Storm Water Management System.

20.4.2 The Board shall be entitled to exercise all of the rights and powers granted to the Association, and shall be entitled to recover all costs that it incurs in so doing from the

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responsible Owner to the same extent as the Association would be entitled to recover them after notice and a hearing under Article 7.5.1.

20.5 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly or by reasonable implication by the Governing Documents and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all of the Association's rights and powers may be exercised by the Board without a vote of the membership.

Subject to the provisions of the Act, the Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Association or the Members. In exercising the Association's rights and powers, making decisions on the Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Association's affairs, Board members and the Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the Bylaws.

21. MISCELLANEOUS

21.1 Savings Clause. If any provision of the Governing Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Governing Documents shall remain in full force and effect.

21.2 Heirs, Successors and Assigns. These Governing Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Owners.

21.3 Notices. All notices shall be given as provided in the Bylaws.

21.4 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Parcel based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Governing Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Community, or to comply with other legal requirements.

21.5 Conflicts. In the event of a conflict between any provision of the Governing Documents and the Act, the Act shall control, except in cases where the Act permits the Governing Documents to regulate the subject, in which case the Governing Documents will control. In the event of a conflict between this Declaration and the other Governing Documents, same shall be governed as provided in the Bylaws.

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21.6 Interpretation. The Board is responsible for interpreting the provisions of the Governing Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

21.7 Captions and Headings. The headings and captions used in the Governing Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Governing Documents.

21.8 Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

21.9 Plurality; Gender. Wherever the context so permits, the singular includes the plural, the plural includes the singular, and the use of any gender includes all or no genders.

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INSTR # 2006000061182, Doc Type RPLT, Pages 7, Recorded 02/09/2006 at 08:59 AM.
Linda Doggett, Lee County Clerk of Circuit Court, Deputy Clerk RCASPRUIGHT

INSTRUMENT NUMBER 2006000061182

SHEET 1 OF 7

HAWTHORNE PHASE 1A

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 3, 12, 13 AND 14, HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

NOTICE: LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY OR THE CITY OF BONITA SPRINGS. ANY PURCHASER OF A LOT OR TRACT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENTS OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

DESCRIPTION

A PARCEL OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 14, ACCORDING TO THE PLAT OF HELFENSTEIN ESTATES, AS RECORDED IN PLAT BOOK 8, PAGE 40 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF THE AFORESAID ONE-QUARTER OF THE AFOREMENTIONED SECTION 26, S.89°59'58"E., 67.46 FEET TO THE POINT OF BEGINNING; THENCE N.48°47'14"E., 264.11 FEET; THENCE S.41°13'57"E., 163.37 FEET; THENCE, ALONG THE ARC OF A 1,960.00 FOOT RADIUS CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING FOR ITS ELEMENTS A RADIUS OF 1,960.00 FEET, A CENTRAL ANGLE OF 03°17'17", A CHORD DISTANCE OF 112.53 FEET, A CHORD BEARING OF S.38°19'58"E., AN ARC DISTANCE OF 112.54 FEET; THENCE S.48°47'14"W., 18.68 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF OLD 41 NO. 1 (TAMIAMI TRAIL) AS REFLECTED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 12001-2521 SHEET SHEET NO. 13, 2004, THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING FOR ITS ELEMENTS A RADIUS OF 1,960.00 FEET, A CENTRAL ANGLE OF 06°31'20", A CHORD DISTANCE OF 18.56 FEET, A CHORD BEARING OF N.48°16'36"W., AN ARC DISTANCE OF 18.56 FEET;
2. N.47°31'16"W., 118.44 FEET;

THENCE N.78°34'17"E., 5.83 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH AND HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°41'48", A CHORD DISTANCE OF 35.89 FEET, A CHORD BEARING OF N.34°16'23"E., AN ARC DISTANCE OF 39.14 FEET; THENCE N.44°27'31"E., 125.63 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 74°49'24", A CHORD DISTANCE OF 30.36 FEET, A CHORD BEARING OF N.07°02'13"E., 75.83 FEET; THENCE N.45°23'05"E., 72.88 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°41'48", A CHORD DISTANCE OF 35.89 FEET, A CHORD BEARING OF N.89°13'57"E., 44.88 FEET; THENCE S.44°47'57"E., 1,533.83 FEET; THENCE, ALONG THE NORTHERLY LINE OF LOT 3, ACCORDING TO THE AFOREMENTIONED PLAT OF HELFENSTEIN ESTATES, N.45°29'37"E., 1,330.21 FEET TO A POINT LYING ON THE WESTERLY LINE OF A 60FT-ROAD RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF HELFENSTEIN ESTATES; THENCE, ALONG A LINE PARALLEL TO AND 30.00 FEET PERPENDICULARLY DISTANT WEST OF THE LINE S.00°28'06"E., 2,518.97 FEET TO THE CENTERLINE OF SAID 60FT ROAD RIGHT-OF-WAY; THENCE S.87°37'39"E., 30.16 FEET; THENCE S.00°28'06"E., 1,404.08 FEET; THENCE S.89°31'54"W., 1,276.81 FEET; THENCE S.89°59'58"E., 1,404.08 FEET; THENCE S.89°31'54"W., 1,276.81 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 1,960.00 FEET, A CENTRAL ANGLE OF 07°41'48", A CHORD DISTANCE OF 263.43 FEET, A CHORD BEARING OF N.43°17'49"W., AN ARC DISTANCE OF 263.62 FEET; THENCE N.39°26'55"W., 1,330.73 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 1,960.00 FEET, A CENTRAL ANGLE OF 07°41'48", A CHORD DISTANCE OF 263.43 FEET, A CHORD BEARING OF N.43°17'49"W., AN ARC DISTANCE OF 263.62 FEET; THENCE N.39°26'55"W., 1,330.73 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 1,960.00 FEET, A CENTRAL ANGLE OF 07°41'48", A CHORD DISTANCE OF 263.43 FEET, A CHORD BEARING OF N.43°17'49"W., AN ARC DISTANCE OF 263.62 FEET; THENCE N.47°08'43"W., 1,330.73 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 1,960.00 FEET, A CENTRAL ANGLE OF 07°41'48", A CHORD DISTANCE OF 263.43 FEET, A CHORD BEARING OF N.51°09'37"W., AN ARC DISTANCE OF 263.62 FEET; THENCE N.43°10'31"W., 1,330.73 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 1,960.00 FEET, A CENTRAL ANGLE OF 07°41'48", A CHORD DISTANCE OF 263.43 FEET, A CHORD BEARING OF N.54°50'25"W., AN ARC DISTANCE OF 263.62 FEET; THENCE N.58°31'19"W., 1,330.73 FEET; THENCE, ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD DISTANCE OF 42.43 FEET, A CHORD BEARING OF N.13°31'19"W., AN ARC DISTANCE OF 47.12 FEET; THENCE N.31°28'41"E., 17.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE AFOREMENTIONED ONE-QUARTER OF THE AFOREMENTIONED SECTION 26; THENCE, ALONG SAID SOUTH LINE OF SECTION 26, S.89°59'58"E., 1,210.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 61.149 ACRES, MORE OR LESS.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

APPROVALS

APPROVED AND ACCEPTED
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

CITY MANAGER

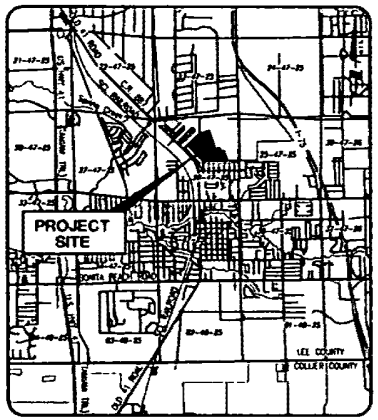
Debra Smucker, Deputy Clerk
CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY
ASSISTANT CITY ATTORNEY

REVIEW BY THE DESIGNATED CITY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART I

MICHAEL L. HARRISON



VICINITY SKETCH
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 1A, A SUBDIVISION BEING A RE-PLAT OF A PORTION OF LOTS 3, 12, 13 AND 14, HELFENSTEIN ESTATES, PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AS THE LOCATIONS SHOWN ON THE PLAT.

WILSON MILLER, INC.

MARK D. HARRIS
P.S.M. NO. LS5312

DATE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CORDES HOMES, A NEVADA GENERAL PARTNERSHIP, AS THE OWNER OF ALL OF THE PROPERTY SHOWN AND PLATTED AND CALLED THIS PLAT OF HAWTHORNE PHASE 1A DO DO BY MADE AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS:

TO CORDES HOMES, A NEVADA GENERAL PARTNERSHIP, TRACTS F-1, F-2, F-3 AND F-4 FOR FUTURE DEVELOPMENT.

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACTS C-1, C-2 C-3, C-4, C-5, AND C-6 AS COMMON AREAS FOR LANDSCAPE AND DRAINAGE PURPOSES, EXCEPT THAT IN ANY NOT BE USED FOR ANY LANDSCAPING WALKWAYS, TRAILS, PAVING, OR SIMILAR PASSIVE OR ACTIVE USES WITHIN THE 82 FOOT CANAL EASEMENT (LYING WITHIN TRACT C-1);

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., ACCESS EASEMENTS (A.E.) FOR ACCESS, UTILITY INSTALLATION AND MAINTENANCE, AND RIGHT OF ACCESS AND ACCESS BY THE DRAINAGE AND ITS SUCCESSORS, ASSIGNS, AND ALL FUTURE LOT AND TRACT OWNERS IN HAWTHORNE;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., IRRIGATION EASEMENT (I.E.) FOR THE INSTALLATION, MAINTENANCE OF, AND ACCESS TO IRRIGATION FACILITIES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., PRESERVE ACCESS EASEMENTS (P.A.E.) FOR ACCESS, TO PRESERVE AREAS FOR MAINTENANCE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., ROADWAY TRACT R-1 FOR ROADWAY, PEDESTRIAN, STORMWATER DRAINAGE, STREET LIGHTING, LANDSCAPE AND MAINTENANCE PURPOSES FOR THE PERPETUAL USE OF AND RIGHT OF ACCESS AND EGRESS UPON AND ACROSS SUCH EASEMENT BY THE DRAINAGE AND ITS SUCCESSORS, ASSIGNS, AND ALL FUTURE LOT AND TRACT OWNERS IN HAWTHORNE;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., DRAINAGE EASEMENTS (D.E.) AND LAKE MAINTENANCE EASEMENTS (L.M.E.) AS SHOWN HEREON FOR LAKE, DRAINAGE, ACCESS AND MAINTENANCE PURPOSES EXCEPT THAT IN ANY NOT BE USED FOR ANY LANDSCAPING, WALKWAYS, TRAILS, PAVING, OR SIMILAR PASSIVE OR ACTIVE USES WITHIN THE 82 FOOT CANAL EASEMENT (LYING WITHIN TRACT C-1);

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., SIGN EASEMENTS (S.E.), FOR THE INSTALLATION AND MAINTENANCE OF SIGNS;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., DRAINAGE AND SWALE EASEMENTS (D.S.E.), FOR ACCESS AND MAINTENANCE OF REAR YARD SWALES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACTS C-1, C-2 AND C-3 (SHOWN), FOR LAKE, DRAINAGE AND MAINTENANCE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACT P-1(PRESERVE), FOR CONSERVATION, MAINTENANCE AND DRAINAGE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., LANDSCAPE MAINTENANCE EASEMENTS (L.M.E.) FOR LANDSCAPING AND MAINTENANCE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., THE CANAL EASEMENT FOR DRAINAGE AND MAINTENANCE PURPOSES;

TO THE CITY OF BONITA SPRINGS, THE 82 FOOT CANAL EASEMENT LYING WITHIN TRACT C-1 ARE GRANTED THE RIGHT, PRIVILEGE, AND AUTHORITY TO CONSTRUCT, ACCESS, OPERATE, AND MAINTAIN A STORMWATER MANAGEMENT SYSTEM AND RELATED APPURTENANCES, WITH THE ADDITIONAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL,

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 1A, A SUBDIVISION BEING A RE-PLAT OF A PORTION OF LOTS 3, 12, 13 AND 14, HELFENSTEIN ESTATES, PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA WAS FILED FOR RECORD AT 8:59 AM. THIS 9TH DAY OF FEBRUARY, 2006 AND DULY RECORDED AS INSTRUMENT #2006000061182, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charlie Green, Esq. Kelly Nash D.C.

CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

SEAL

DEDICATION (CONTINUED)

REMOVE, REPLACE, REPAIR, AND MODIFY SAID SYSTEM, INCLUDING ADDITIONAL VEGETATIVE PLANTINGS, AND WATER QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY STORMWATER FACILITY(IES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE EASEMENT AREA WILL REMAIN WITH THE CITY OF BONITA SPRINGS. THE HAWTHORNE COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CANAL EASEMENT AREA. THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

TO THE CITY OF BONITA SPRINGS, THE 15 FOOT BONITA SPRINGS DRAINAGE EASEMENT (B.S.D.E.) CROSSING TRACTS R- 1, C-1, C-2, AND C-3 ARE GRANTED RIGHT, PRIVILEGE, AND AUTHORITY TO CONVEY VARYING STORMWATER FLOW RATES AND VOLUMES WITHIN THE NOMINAL OPERATING CAPACITY(IES) OF THE 36 INCH REINFORCED CONCRETE PIPE (36" RCP) WITHIN THE STORMWATER CONVEYANCE EASEMENT IN FURTHERANCE OF A STORMWATER MANAGEMENT SYSTEM, WITH THE ADDITIONAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, REMOVE, REPLACE, REPAIR, AND MODIFY APPURTENANCES (INTAKE AND OUTLET CONDITIONS/CONFIGURATIONS) TO SAID SYSTEM FOR WATER QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY FACILITY(IES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE STORMWATER CONVEYANCE EASEMENT AREA WILL REMAIN WITH THE CITY OF BONITA SPRINGS. THE HAWTHORNE COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER CONVEYANCE EASEMENT AREA AND THE 36 INCH REINFORCED CONCRETE PIPE (36" RCP). THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

TO BONITA SPRINGS UTILITIES, INC. AND ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENT AND RIGHT-OF-WAY, UPON, OVER, ACROSS, AND BELOW THE SURFACE OF THE PUBLIC UTILITY EASEMENTS DESCRIBED AND/OR DEPICTED ON THIS PLAT FOR THE PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE, APPROVAL OF REPLACING OF ONE OR MORE WATER, SEWER AND/OR UTILITY TRANSMISSION OR DISTRIBUTION LINES, AND ALL NORMAL APPURTENANCES THERETO.

TO THE RESPECTIVE GOVERNMENTAL AGENCIES AND PUBLIC UTILITIES HAVING THE AUTHORITY TO PROVIDE FOR SUCH SERVICES, ALL PUBLIC UTILITY EASEMENTS (P.U.E.), FOR PURPOSES OF INSTALLATION, REPAIR, REPLACEMENT, MAINTENANCE AND OPERATION OF SUCH REFERENCE FACILITIES, INCLUDING WATER, SEWERS, DRAINAGE, STREET LIGHTS, ELECTRIC, GAS AND TELEPHONE; AND UTILITY EASEMENTS SHALL ALSO BE DEDICATED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

IN WITNESS WHEREOF, THE SAID MEMBER OF THE LIMITED PARTNERSHIP HAS CAUSED THIS DEDICATION TO BE SIGNED AND SEALED THIS 2nd DAY OF January, 2006.

CORDES HOMES,
A NEVADA GENERAL PARTNERSHIP

ATTEST:

BY: CORDES REAL ESTATE CORPORATION,
A NEVADA CORPORATION, THE MANAGING GENERAL PARTNER

BY: [signature]
PRINT NAME: Tim Rivenburg
TITLE: Division Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF January, 2006, BY TIM RIVENBURG, DIVISION PRESIDENT OF CORDES REAL ESTATE CORPORATION, A NEVADA CORPORATION, AS THE MANAGING PARTNER OF CORDES HOMES, A NEVADA GENERAL PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME.

[signature]
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Laura M. Ance
PRINTED NAME

PREPARED BY: MARK D. HARRIS, P.S.M. NO. LS5312
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

Planners Engineers Surveyors Designers Landscape Architects Transportation Consultants

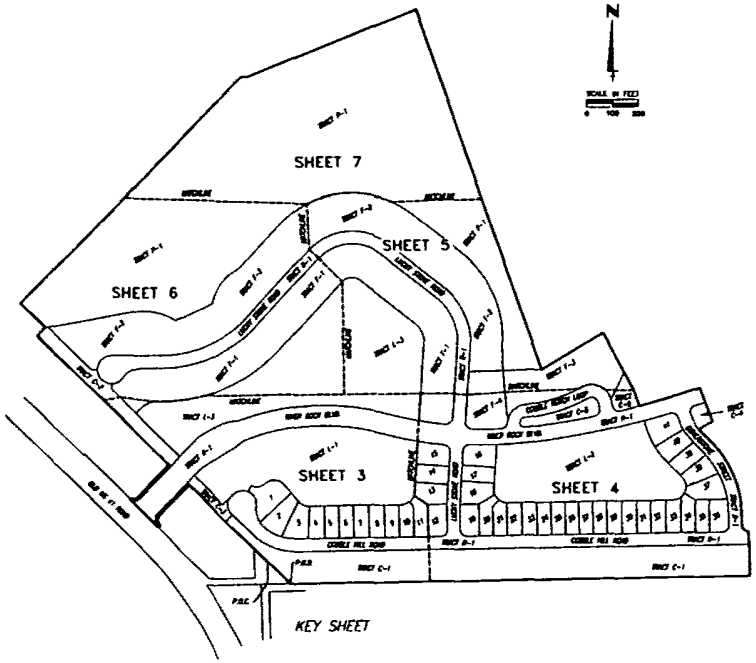
Exhibit "A"
Page 1 of 30

INSTRUMENT NUMBER _____

SHEET 2 OF 7

HAWTHORNE PHASE 1A

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 3, 12, 13 AND 14, HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



GENERAL NOTES

TRACT	USE	AREA (SQ FT)	AREA (AC)
LOT 1	RESIDENTIAL	7,628	0.22
LOT 2	RESIDENTIAL	7,770	0.22
LOT 3	RESIDENTIAL	9,629	0.24
LOT 4	RESIDENTIAL	7,787	0.18
LOT 5	RESIDENTIAL	7,748	0.17
LOT 6	RESIDENTIAL	7,748	0.17
LOT 7	RESIDENTIAL	7,748	0.18
LOT 8	RESIDENTIAL	7,888	0.18
LOT 9	RESIDENTIAL	7,748	0.17
LOT 10	RESIDENTIAL	7,709	0.17
LOT 11	RESIDENTIAL	8,189	0.19
LOT 12	RESIDENTIAL	8,189	0.19
LOT 13	RESIDENTIAL	8,282	0.19
LOT 14	RESIDENTIAL	9,888	0.23
LOT 15	RESIDENTIAL	10,888	0.25
LOT 16	RESIDENTIAL	9,648	0.24
LOT 17	RESIDENTIAL	9,611	0.22
LOT 18	RESIDENTIAL	10,018	0.23
LOT 19	RESIDENTIAL	8,881	0.21
LOT 20	RESIDENTIAL	8,148	0.19
LOT 21	RESIDENTIAL	8,888	0.20
LOT 22	RESIDENTIAL	7,674	0.17
LOT 23	RESIDENTIAL	7,674	0.17
LOT 24	RESIDENTIAL	8,872	0.20
LOT 25	RESIDENTIAL	8,888	0.20
LOT 26	RESIDENTIAL	8,874	0.20
LOT 27	RESIDENTIAL	8,872	0.20
LOT 28	RESIDENTIAL	8,872	0.20
LOT 29	RESIDENTIAL	7,674	0.17
LOT 30	RESIDENTIAL	7,674	0.17
LOT 31	RESIDENTIAL	8,872	0.20
LOT 32	RESIDENTIAL	7,668	0.17
LOT 33	RESIDENTIAL	7,675	0.17
LOT 34	RESIDENTIAL	8,876	0.20
LOT 35	RESIDENTIAL	8,598	0.20
LOT 36	RESIDENTIAL	8,877	0.20
LOT 37	RESIDENTIAL	11,962	0.28
LOT 38	RESIDENTIAL	8,877	0.20
LOT 39	RESIDENTIAL	8,878	0.20
LOT 40	RESIDENTIAL	9,148	0.21
LOT 41	RESIDENTIAL	7,888	0.18
TRACT C-1	COMMON AREA	2,383,878	5.47
TRACT C-2	COMMON AREA	17,762	0.39
TRACT C-3	COMMON AREA	47,888	0.88
TRACT C-4	COMMON AREA	5,878	0.13
TRACT C-5	COMMON AREA	24,828	0.58
TRACT C-6	COMMON AREA	10,581	0.24
TRACT F-1	PUBLIC R/W/T	69,917	1.61
TRACT F-2	PUBLIC R/W/T	327,988	7.53
TRACT F-3	PUBLIC R/W/T	248,888	5.71
TRACT F-4	PUBLIC R/W/T	33,829	0.78
TRACT L-1	LAKE TRACT	202,858	4.65
TRACT L-2	LAKE TRACT	174,678	4.01
TRACT L-3	LAKE TRACT	109,482	2.51
TRACT R-1	CONSERVATION	891,888	20.84
TRACT R-2	ROW	487,828	11.19

PREPARED BY: WILSON & MILLER, P.S.M. NO. LS-5312
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

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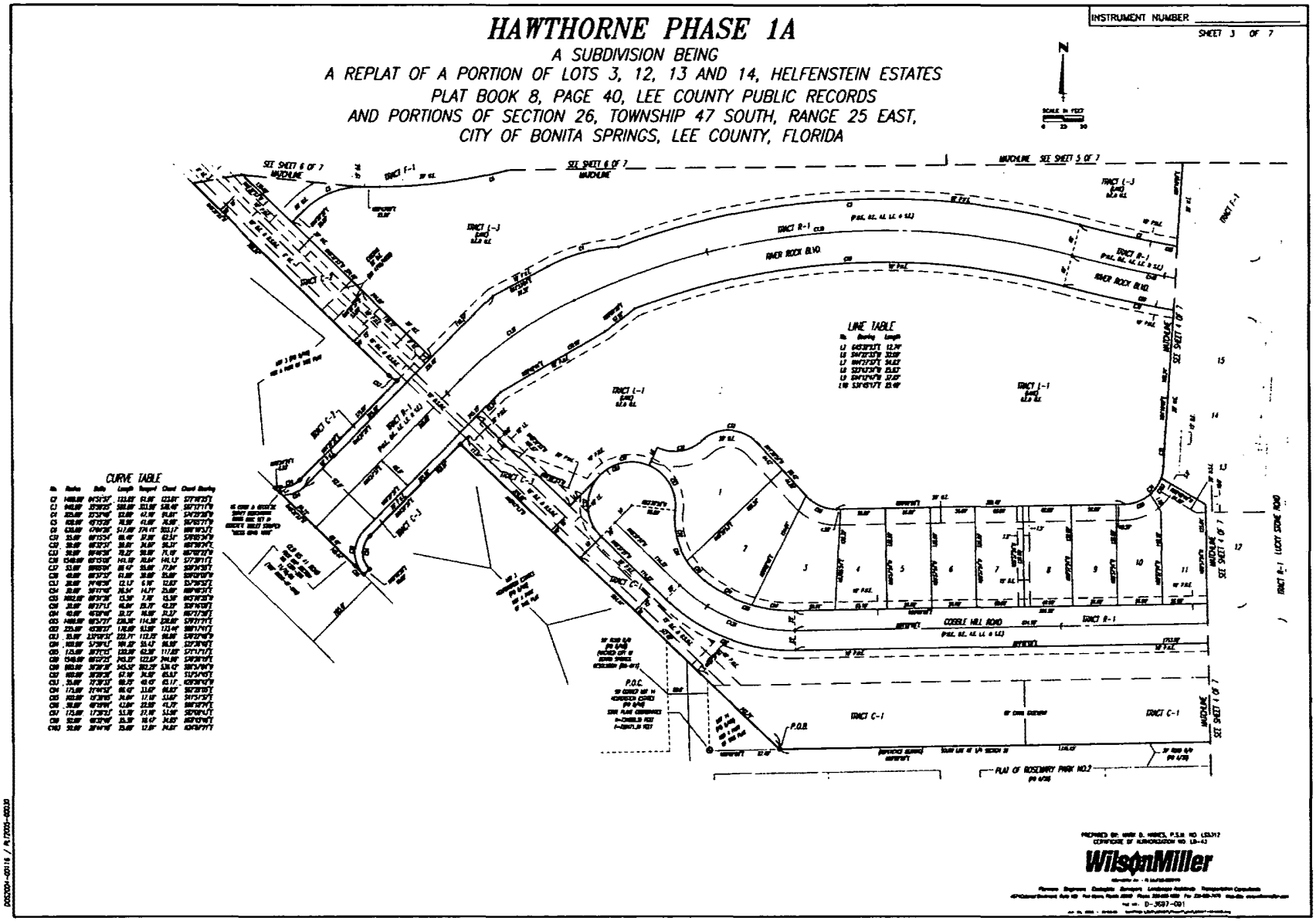
Exhibit "A"
Page 2 of 30

HAWTHORNE PHASE 1A

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 3, 12, 13 AND 14, HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 3 OF 7



PREPARED BY: MARK D. WIMBERLY, P.S.M. NO. LS-5712
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

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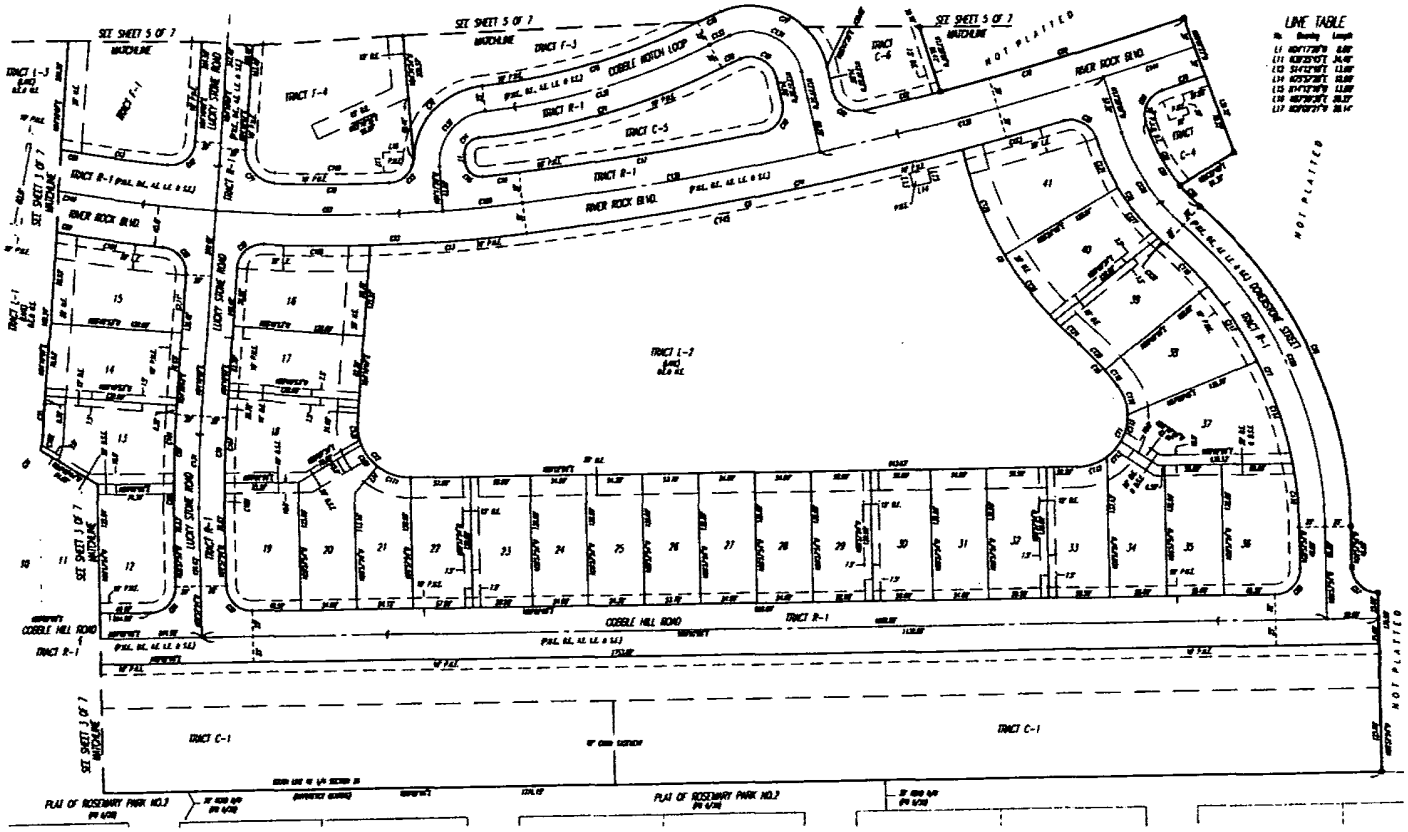
Exhibit "A"
Page 3 of 30

HAWTHORNE PHASE 1A

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 3, 12, 13 AND 14, HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER

SHEET 4 OF 7



CURVE TABLE

#	Radius	Delta	Length	Tangent	Chord	Chord Bearing
C1	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C2	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C3	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C4	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C5	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C6	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C7	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C8	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C9	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C10	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C11	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C12	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C13	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C14	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C15	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C16	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C17	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C18	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C19	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C20	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C21	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C22	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C23	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C24	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C25	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C26	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C27	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C28	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C29	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C30	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C31	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C32	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C33	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C34	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C35	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C36	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C37	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C38	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C39	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C40	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C41	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C42	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C43	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E
C44	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C45	25.00'	90°00'00"	39.27'	25.00'	35.36'	S38°00'00"E
C46	330.00'	90°00'00"	518.36'	330.00'	466.69'	S38°00'00"E

LINE TABLE

#	Bearing	Length
L1	N04°17'39"W	8.88'
L2	N38°00'00"E	34.48'
L3	S14°42'59"E	13.88'
L4	N75°57'39"E	15.88'
L5	S14°42'59"E	13.88'
L6	N75°57'39"E	35.81'
L7	N09°09'21"W	38.14'

PREPARED BY: MARK D. WAGNER, P.S.M. NO. LS-5372
CERTIFICATE OF AUTHORIZATION NO. LB-43

WilsonMiller

Planners · Engineers · Surveyors · Landscape Architects · Transportation Consultants
4571 Colonial Boulevard, Suite 100 · Fort Myers, Florida 33966 · Phone: 239-479-8000 · Fax: 239-479-8039
www.wilsonmiller.com
D-3697-091

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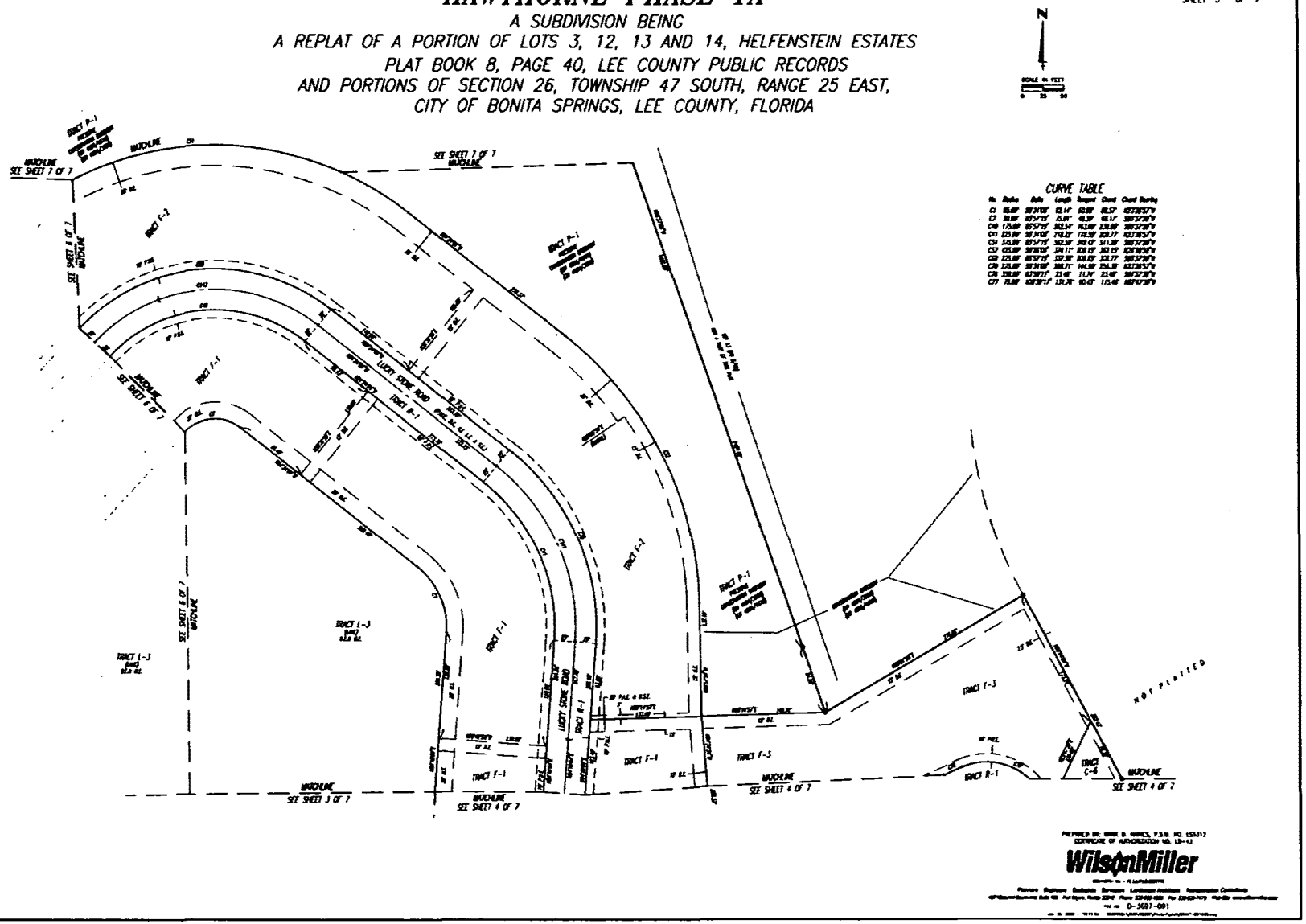
Exhibit "A"
Page 4 of 30

HAWTHORNE PHASE 1A

A SUBDIVISION BEING
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AND PORTIONS OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 5 OF 7



PREPARED BY: KEVIN D. HARRIS, P.S.M. NO. LS5312
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

D-3697-091

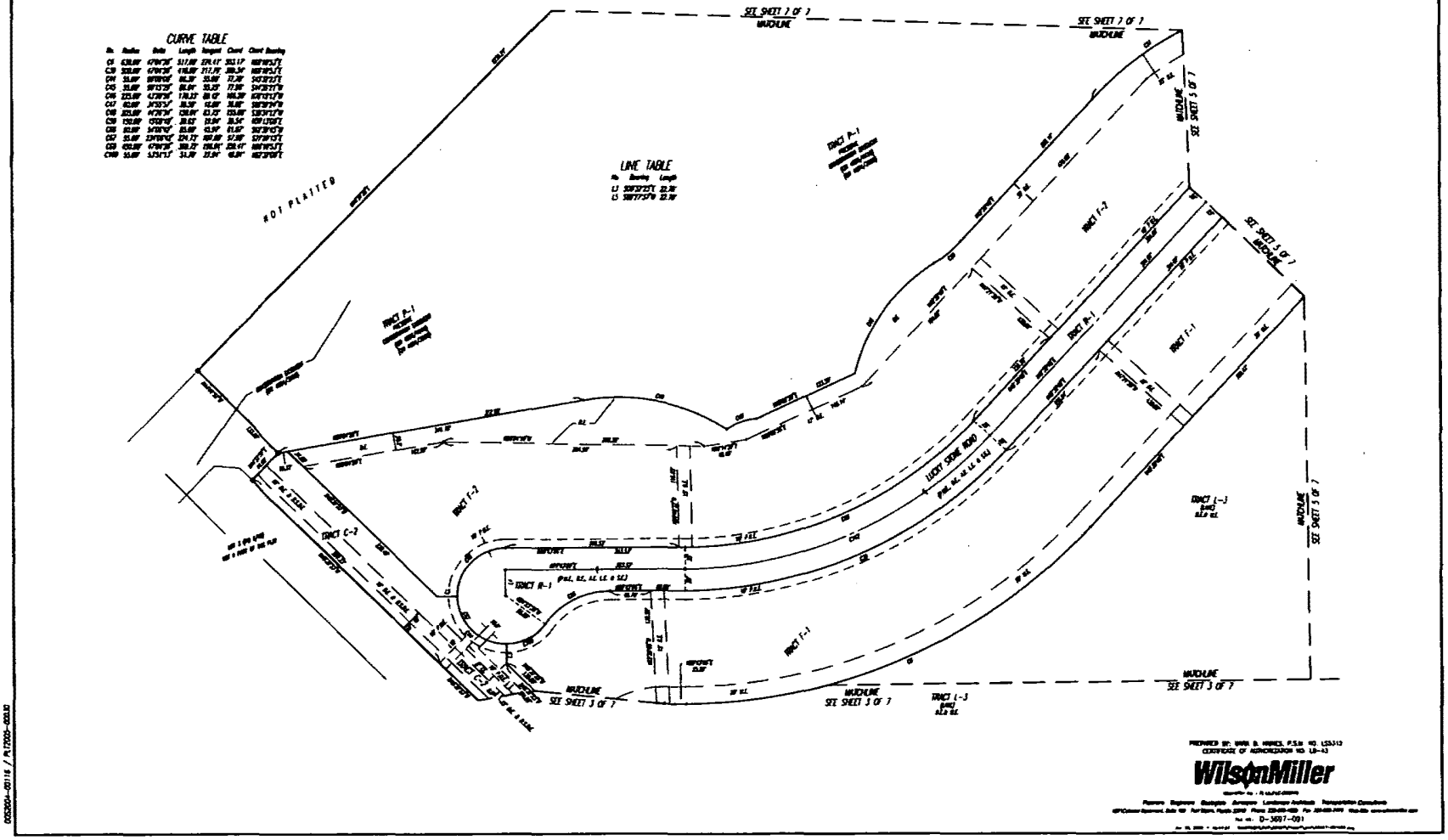
Exhibit "A"
Page 5 of 30

INSTRUMENT NUMBER _____

SHEET 6 OF 7

HAWTHORNE PHASE 1A

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 3, 12, 13 AND 14, HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



PREPARED BY: WILSON MILLER, P.S.M. NO. LS-5310
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

Planners Engineers Surveyors Landscape Architects Transportation Consultants

Exhibit "A"
Page 6 of 30

INSTRUMENT NUMBER _____

SHEET 7 OF 7

HAWTHORNE PHASE 1A

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 3, 12, 13 AND 14, HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
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CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

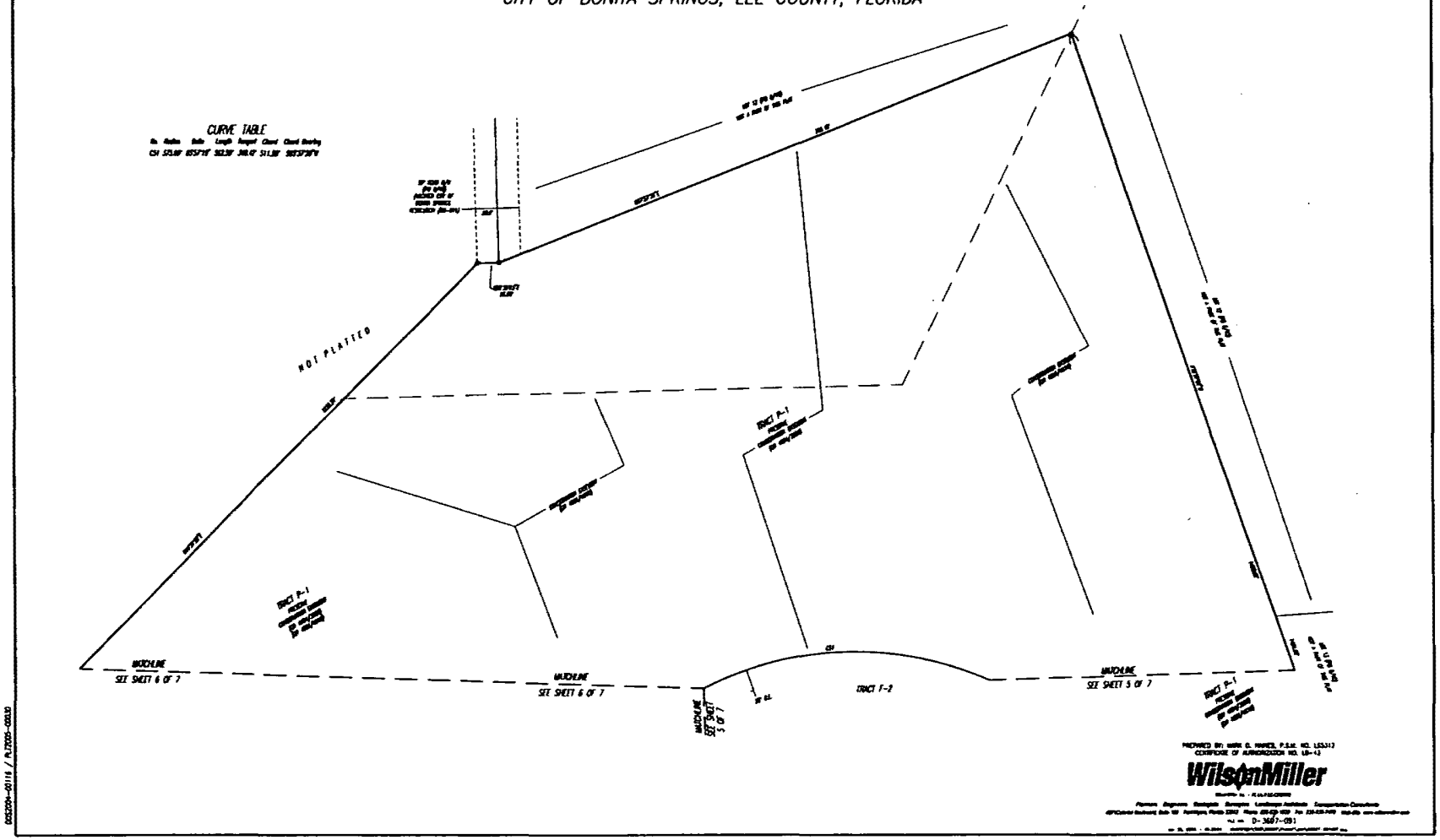


Exhibit "A"
Page 7 of 30

INSTR # 2006000122125, Doc Type RPLT, Pages 12, Recorded 03/23/2006 at 02:57
PM, Charlie Green, Lee County Clerk of Circuit Court, Deputy Clerk JWILLIS

INSTRUMENT NUMBER 2006000122125
SHEET 1 OF 12

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

DESCRIPTION OF LAND PLATTED

A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

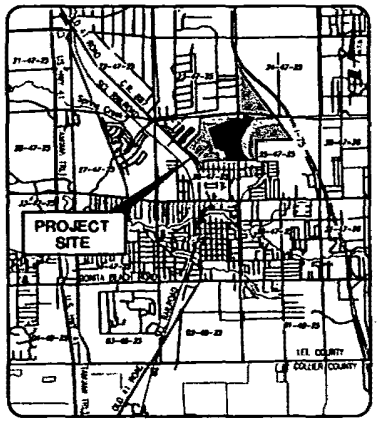
COMMENCE AT THE SOUTHEAST CORNER OF LOT 14, ACCORDING TO THE PLAT OF HELFENSTEIN ESTATES, AS RECORDED IN PLAT BOOK 8, PAGE 40 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWESTERN QUARTER OF SAID SECTION 26, S.89°09'57"E., 1,963.83 FEET TO THE POINT OF BEGINNING; THENCE S.89°09'57"E., 1,626.19 FEET; THENCE, LEAVING SAID LINE, S.00°50'03"W., 40.00 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.44°50'03"W., AN ARC DISTANCE OF 39.27 FEET; THENCE S.89°09'57"E., 40.00 FEET; THENCE, ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING FOR ITS ELEMENTS A RADIUS OF 4025.00 FEET, A CENTRAL ANGLE OF 4°29'00", A CHORD BEARING OF S.42°35'27"E., AN ARC DISTANCE OF 314.57 FEET; THENCE S.89°09'57"E., 40.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE, ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 4065.00 FEET, A CENTRAL ANGLE OF 4°29'00", A CHORD BEARING OF N.42°35'27"W., AN ARC DISTANCE OF 318.01 FEET; THENCE N.89°09'57"E., 40.00 FEET; THENCE, ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N.45°09'57"E., 35.36 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE WEST HAVING FOR ITS ELEMENTS A RADIUS OF 2,178.00 FEET, A CENTRAL ANGLE OF 9°37'04", A CHORD BEARING OF N.04°21'25"E., 365.29 FEET; THENCE, ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE EAST HAVING FOR ITS ELEMENTS A RADIUS OF 1,978.00 FEET, A CENTRAL ANGLE OF 9°37'04", A CHORD BEARING OF N.04°21'25"E., 331.59 FEET; THENCE N.00°27'07"E., 1,369.84 FEET; THENCE, ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE EAST HAVING FOR ITS ELEMENTS A RADIUS OF 1,978.00 FEET, A CENTRAL ANGLE OF 13°39'18", A CHORD BEARING OF N.06°22'11"E., 470.41 FEET; THENCE, LEAVING SAID EAST LINE, S.89°09'57"E., 1,963.83 FEET; THENCE, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWESTERN QUARTER OF SAID SECTION 26, S.00°27'07"W., 2,640.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 120.854 ACRES, MORE OR LESS.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE: LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY OR THE CITY OF BONITA SPRINGS. ANY PURCHASER OF A LOT OR TRACT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENTS OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.



VICINITY SKETCH
NOT TO SCALE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CORKSCREW HOMES, A NEVADA GENERAL PARTNERSHIP, AS THE OWNER OF ALL OF THE PROPERTY HEREIN SHOWN AND PLATTED, HAS CAUSED THIS PLAT OF HAWTHORNE PHASE 1B TO BE MADE AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS:

TO CORKSCREW HOMES, A NEVADA GENERAL PARTNERSHIP, TRACTS 1-3 AND 1-4 FOR FUTURE DEVELOPMENT;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACTS C-6, C-8, C-10, C-11, C-13, AND C-14 AS COMMON AREAS FOR LANDSCAPE AND DRAINAGE PURPOSES, EXCEPT THAT A LOT MAY BE MADE FOR ANY LANDSCAPING OR FENCE, SMALL PORTIONS OF SIMILAR PARCEL OF HOME SITES ADJACENT TO ANY POST CANAL EASEMENT (LAKE ADJACENT TRACT C-10);

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., ACCESS EASEMENTS (A.E.) FOR ACCESS, ENTRY FEATURES AND MAINTENANCE, AND SIGNS OF ADDRESS AND SERVICES OF THE OWNERS AND ITS SUCCESSORS, ASSIGNS, AND ALL THOSE LOT AND TRACT ENTITLED TO SUPPORTING;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., EGRESS EASEMENT (E.E.) FOR THE INSTALLATION, MAINTENANCE OF, AND ACCESS TO UNDERGROUND CONDUITS;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., ENTRANCE TRACTS A-1, A-2, A-3 AND A-4 FOR ACCESS, PUBLICATIONS, ENTRANCE SIGNAGE, STREET LIGHTING, LANDSCAPE AND MAINTENANCE PURPOSES FOR THE ADDITION AND OF HOME ADDRESS AND SERVICES WHICH SIGNS SUCH SIGNAGE OF THE OWNERS AND ITS SUCCESSORS, ASSIGNS, AND ALL PERSONS LOT AND TRACT ENTITLED TO MAINTENANCE;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., DRAINAGE EASEMENTS (D.E.) AND LAKE MAINTENANCE EASEMENTS (L.M.E.) AS SHOWN HEREON FOR LAKE, DRAINAGE, ACCESS AND MAINTENANCE PURPOSES EXCEPT THAT A LOT MAY BE MADE FOR LANDSCAPING, DOCKPOSTS, SMALL PORTIONS, OR SIMILAR PARCEL OF HOME SITES WITHIN THE 40 FOOT CANAL EASEMENT (LAKE WITHIN TRACTS C-9 AND C-12);

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., BUFFER EASEMENTS (B.E.) FOR THE INSTALLATION AND MAINTENANCE OF BUFFERS;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., DRAINAGE AND SWALE EASEMENTS (D.S.E.) FOR ACCESS AND MAINTENANCE OF BOTH SWALES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACTS C-1, C-2 AND C-3 (LAKES), FOR LAKE, DRAINAGE AND MAINTENANCE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACT P-1(PRESERVE), FOR CONSERVATION, MAINTENANCE AND DRAINAGE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., LANDSCAPE MAINTENANCE EASEMENTS (L.M.E.) FOR LANDSCAPING AND MAINTENANCE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., THE 10 FOOT WIDE CANAL EASEMENTS FOR DRAINAGE AND MAINTENANCE PURPOSES.

DEDICATION (CONTINUED)

TO THE CITY OF BONITA SPRINGS, THE 80 FOOT CANAL EASEMENT LYING WITHIN TRACTS C-8 AND C-5 ARE GRANTED THE RIGHT, PRIVILEGE, AND AUTHORITY TO CONSTRUCT, ACCESS, OPERATE, AND MAINTAIN A STORMWATER MANAGEMENT SYSTEM AND RELATED APPURTENANCES, WITH THE ADDITIONAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, REMOVE, REPLACE, REPAIR, AND MODIFY SAID SYSTEM, INCLUDING ADDITIONAL VEGETATIVE PLANTINGS, AND WATER QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY STORMWATER FACILITY(IES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE EASEMENT AREA WILL REMAIN WITH THE CITY OF BONITA SPRINGS. THE HAWTHORNE COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CANAL EASEMENT AREA. THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

THE BONITA SPRINGS UTILITIES, INC. AND ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENT AND RIGHT-OF-WAY, UPON WHICH UTILITIES, AND RELATED USE SERVICES OF THE PUBLIC UTILITY DESCRIBED HEREIN AND/OR DEPICTED ON THIS PLAT FOR THE PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIRING OR REPLACING OF ONE OR MORE WATER, SEWER AND/OR UTILITY TRANSMISSION OR DISTRIBUTION LINES, AND ALL NORMAL APPURTENANCES THERETO.

THE RESPECTIVE MAINTENANCE AUTHORITIES FOR PUBLIC UTILITIES HAVING THE AUTHORITY TO PROVIDE FOR SUCH SERVICES, ALL PUBLIC UTILITY EASEMENTS (P.U.E.) FOR PURPOSES OF INSTALLATION, REPAIR, REPLACEMENT, MAINTENANCE AND OPERATION OF SUCH RESPECTIVE FACILITIES, INCLUDING WIRES, WATER, SEWERAGE, STREET LIGHTS, ELECTRIC, GAS AND EQUIPMENT; SAID UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

IN WITNESS WHEREOF, THE SAID OWNER OF THE LANDS DESCRIBED HEREON HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND SEALED THIS 14th DAY OF March, 2006.

CORKSCREW HOMES,
A NEVADA GENERAL PARTNERSHIP

ATTEST: BY: CORKSCREW REAL ESTATE CORPORATION, A NEVADA CORPORATION, THE MANAGING GENERAL PARTNER OF

BY: TIM RUSHLOW, DIVISION PRESIDENT OF CORKSCREW REAL ESTATE CORPORATION, A NEVADA CORPORATION

APPROVALS

APPROVED AND ACCEPTED
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

JEFF KUNES, MAYOR

DONNA J. MARIE, CITY CLERK

APPROVED AS TO FORM

ROBERT D. PRITT, CITY ATTORNEY

REVIEW BY THE DESIGNATED CITY STAFF DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177, PART I

MICHAEL L. HARRIS, PSM

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 1B, A SUBDIVISION BEING A RE-PLAT OF A PORTION OF LOTS 11, 12, AND 13, HELFENSTEIN ESTATES, PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA AND PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRMs) HAVE BEEN PLACED AS THE LOCATIONS SHOWN ON THE PLAT.

WILSON MILLER, INC.

MARK D. HAINES
P.S.M. NO. L53312

DATE

SEAL

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 1B, A SUBDIVISION BEING A RE-PLAT OF A PORTION OF LOTS 11, 12, AND 13, HELFENSTEIN ESTATES, PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA WAS FILED FOR RECORD AT 2:57 P.M., THIS 23rd DAY OF March, 2006 AND DULY RECORDED AS INSTRUMENT# 2006000122125 IN THE PUBLIC RECORDS OF LEE COUNTY.

CHARLIE GREEN
CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

Charlie Green by Sally Heck D.C.

SEAL

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF March, 2006, BY TIM RUSHLOW, DIVISION PRESIDENT OF CORKSCREW REAL ESTATE CORPORATION, A NEVADA CORPORATION, AS THE MANAGING PARTNER OF CORKSCREW HOMES, A NEVADA GENERAL PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC, STATE OF FLORIDA
LAURA

Laura M. Arce
PRINTED NAME

PREPARED BY: MARK D. HAINES, P.S.M. NO. L53312
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

D-3697-95

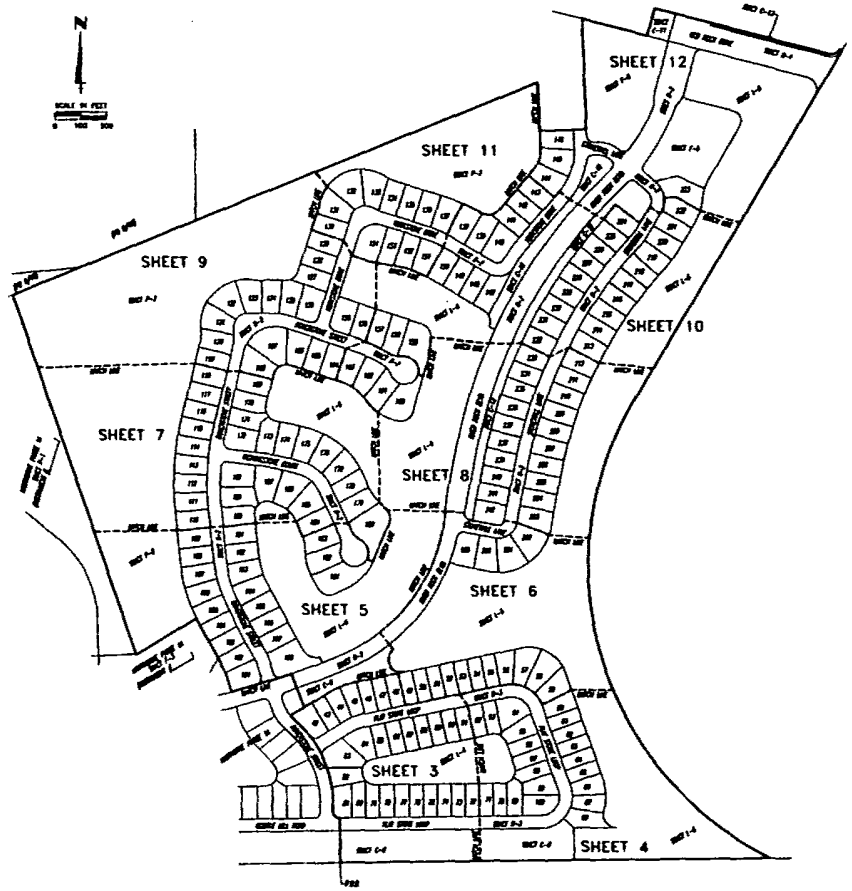
Exhibit "A"
Page 8 of 30

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12, AND 13, HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
A SUBDIVISION LYING IN SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 2 OF 12



GENERAL NOTES

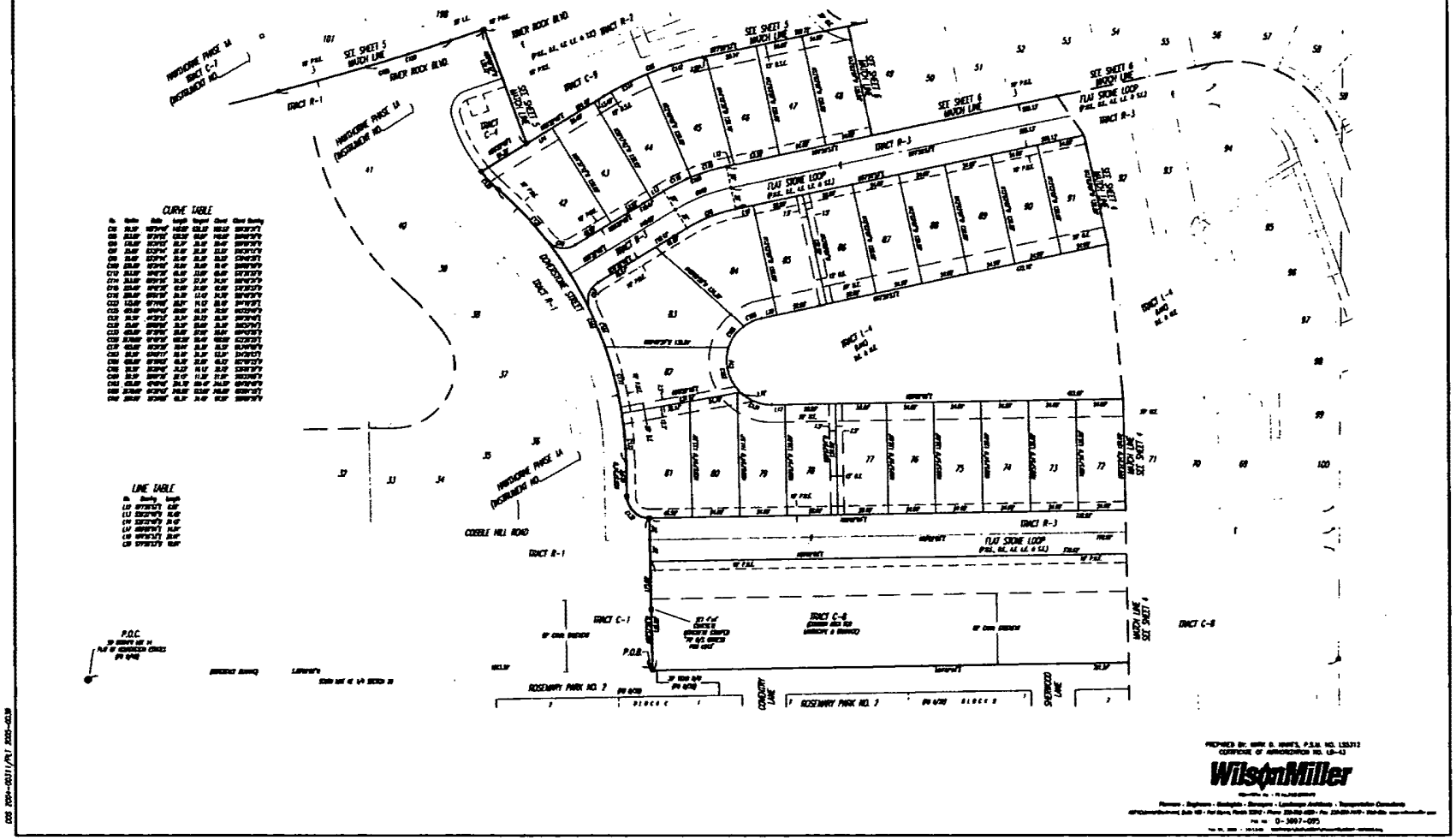
WilsonMiller

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 3 OF 12



PREPARED BY: MARK D. WHITE, P.S.M. NO. LS5372
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

Planners · Engineers · Ecologists · Surveyors · Landscape Architects · Transportation Consultants

FL no. 0-3007-095

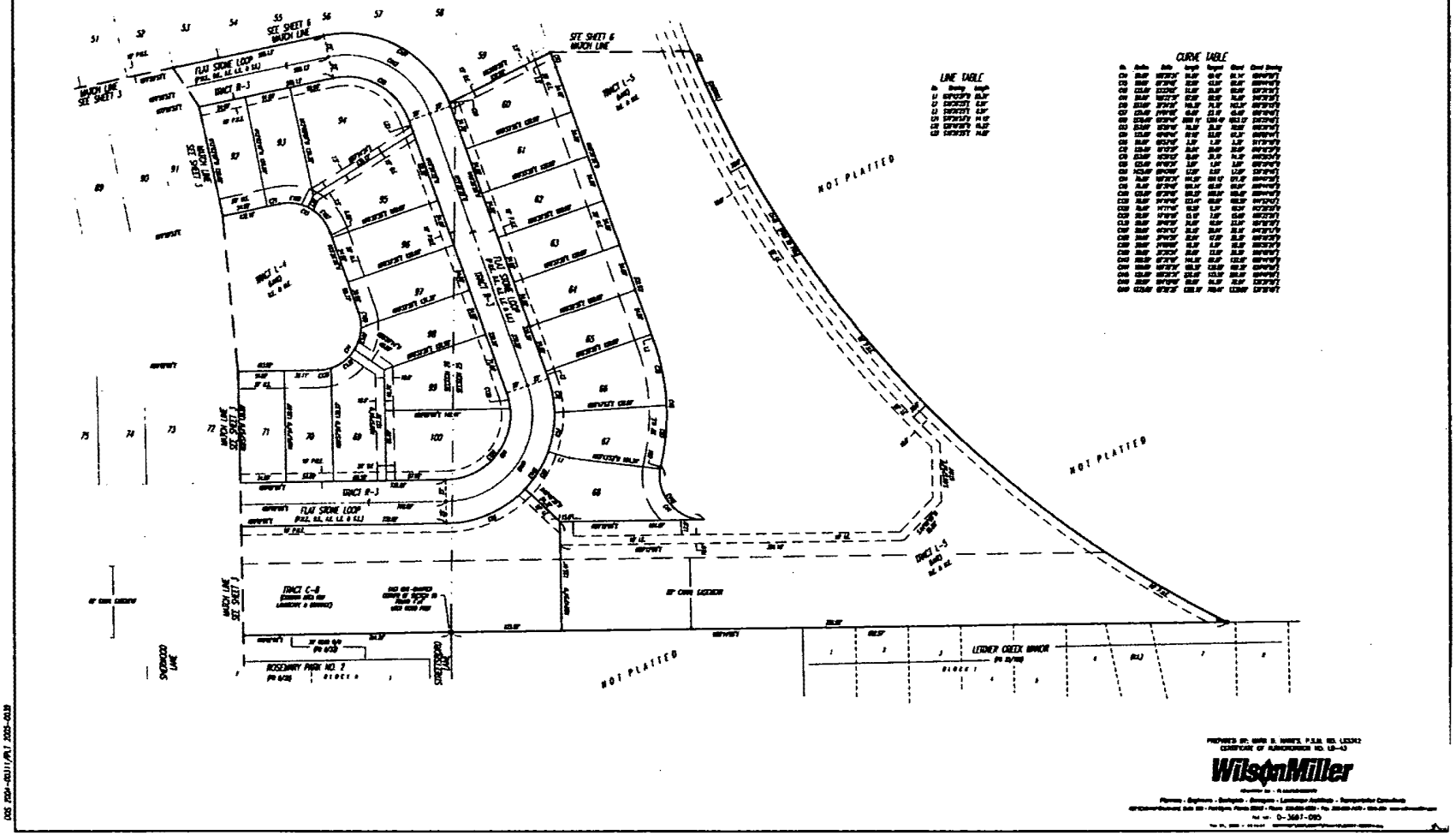
Exhibit "A"
Page 10 of 30

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 4 OF 12



Wilson Miller

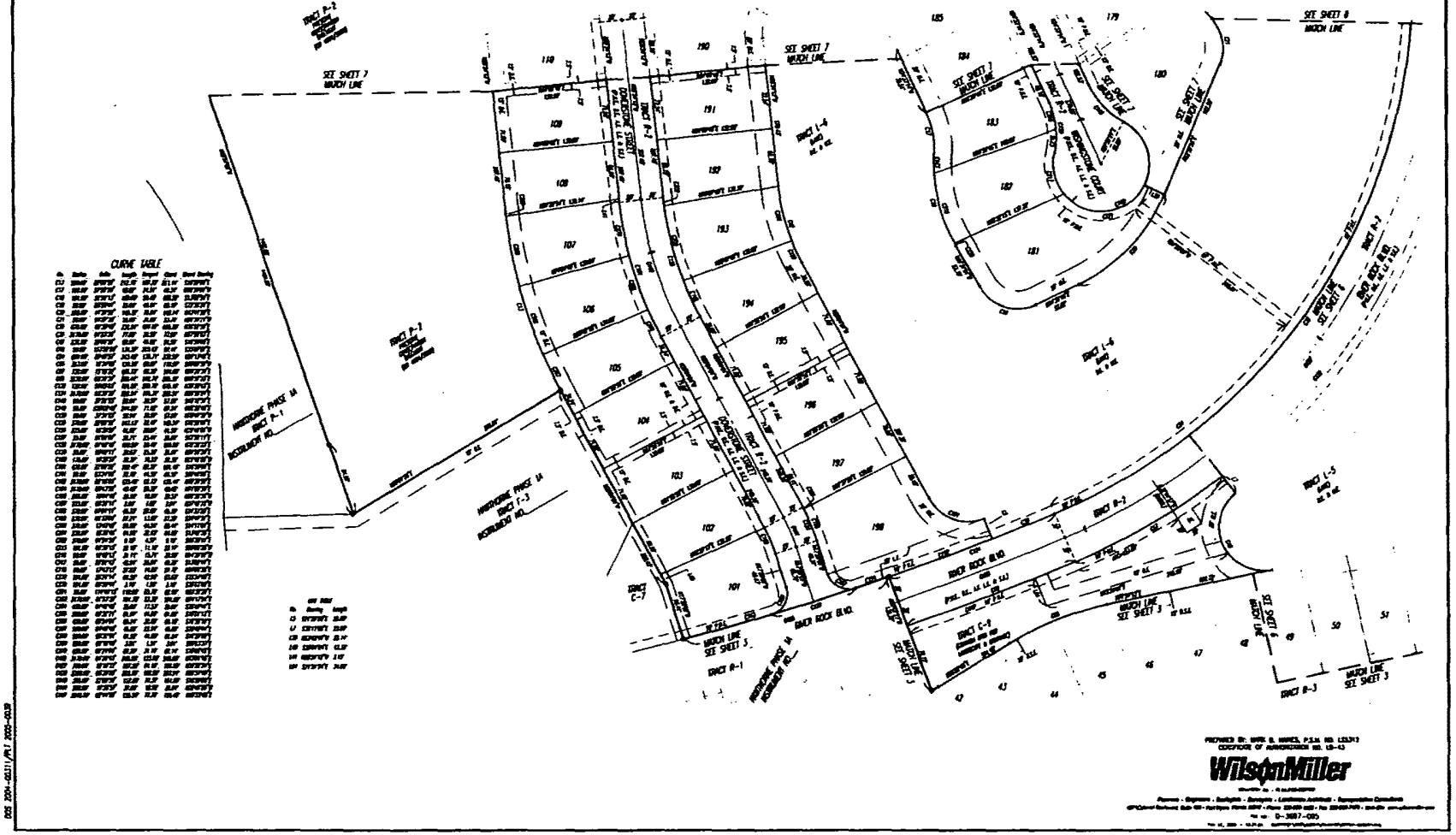
Exhibit "A"
Page 11 of 30

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 5 OF 12



PREPARED BY: WILSON MILLER, P.S.M. NO. LS5313
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

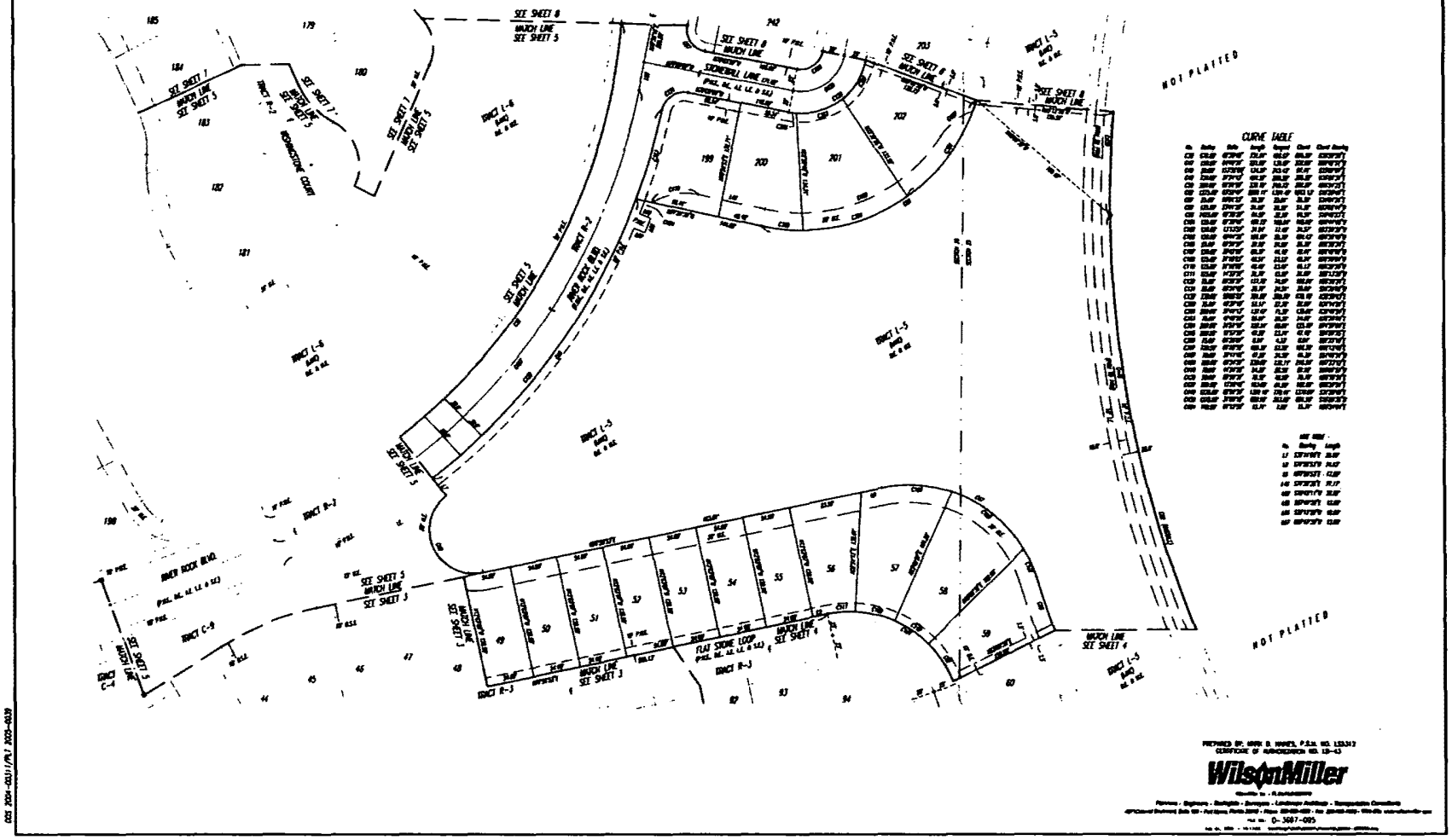
Planners • Engineers • Surveyors • Landscape Architects • Transportation Consultants

INSTRUMENT NUMBER _____

SHEET 6 OF 12

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
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AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



Wilson Miller

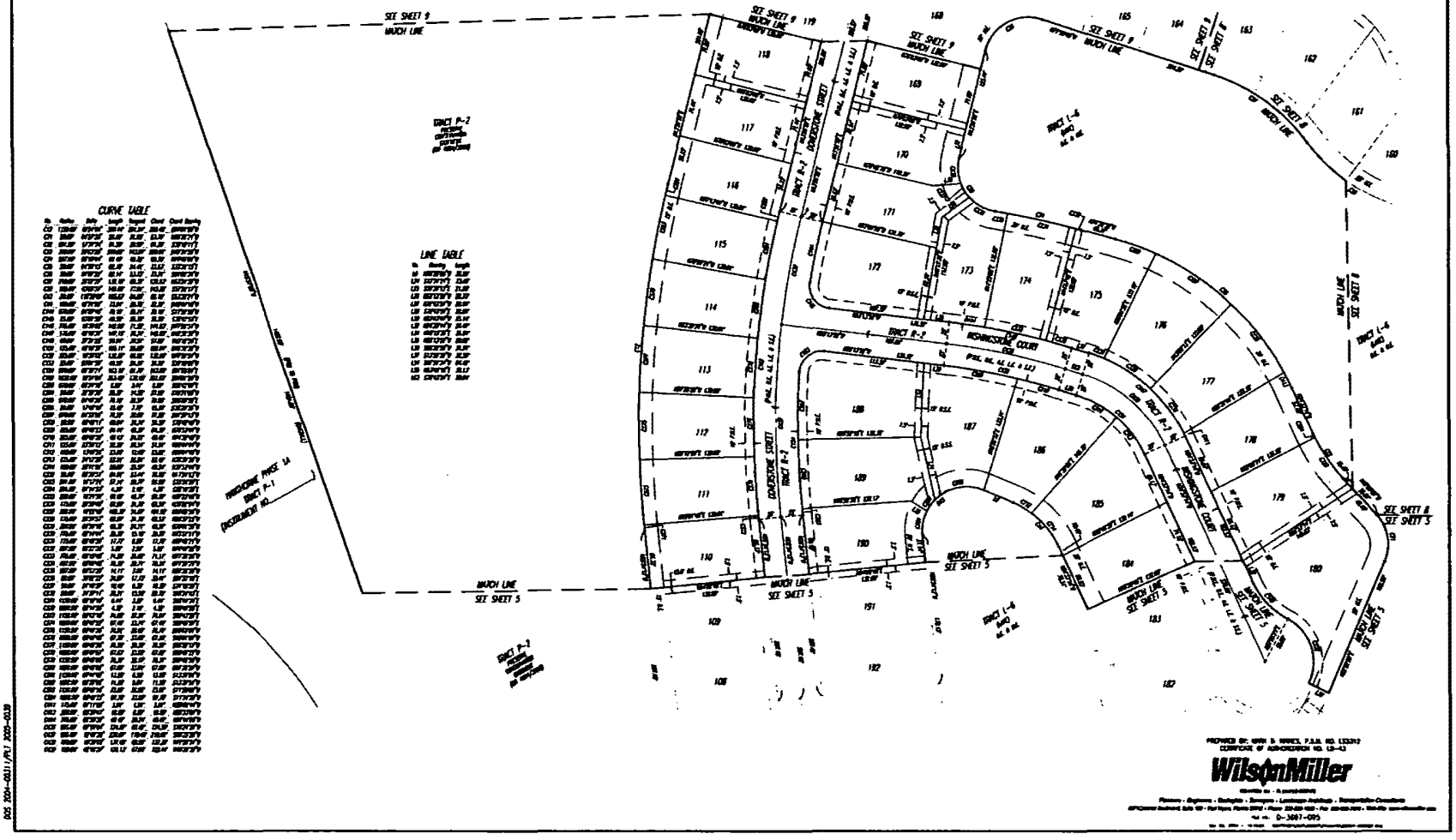
Exhibit "A"
Page 13 of 30

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 7 OF 12



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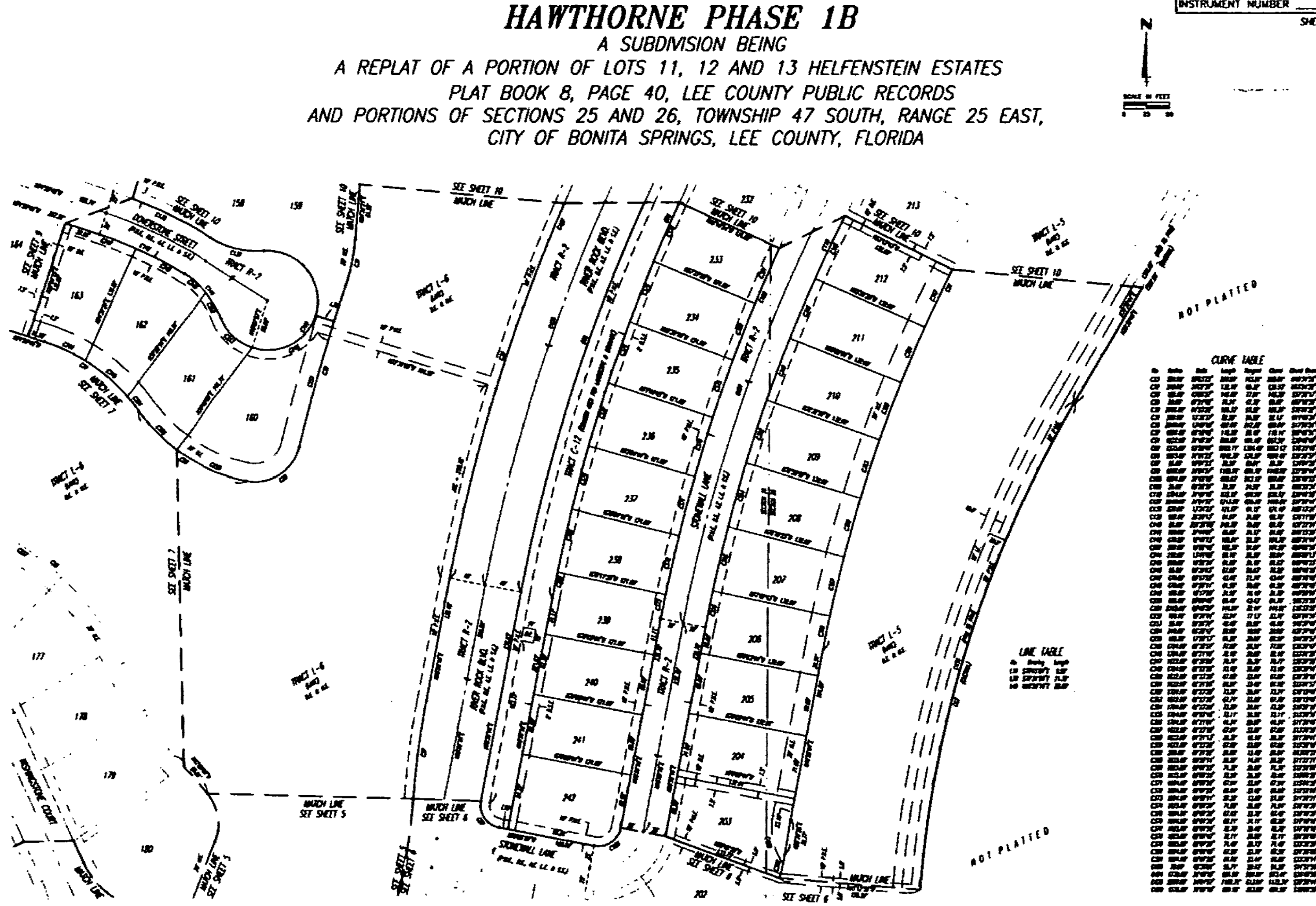
Exhibit "A"
Page 14 of 30

INSTRUMENT NUMBER ____________

SHEET 8 OF 12

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



CURVE TABLE

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LINE TABLE

[illegible]

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O-3697-005

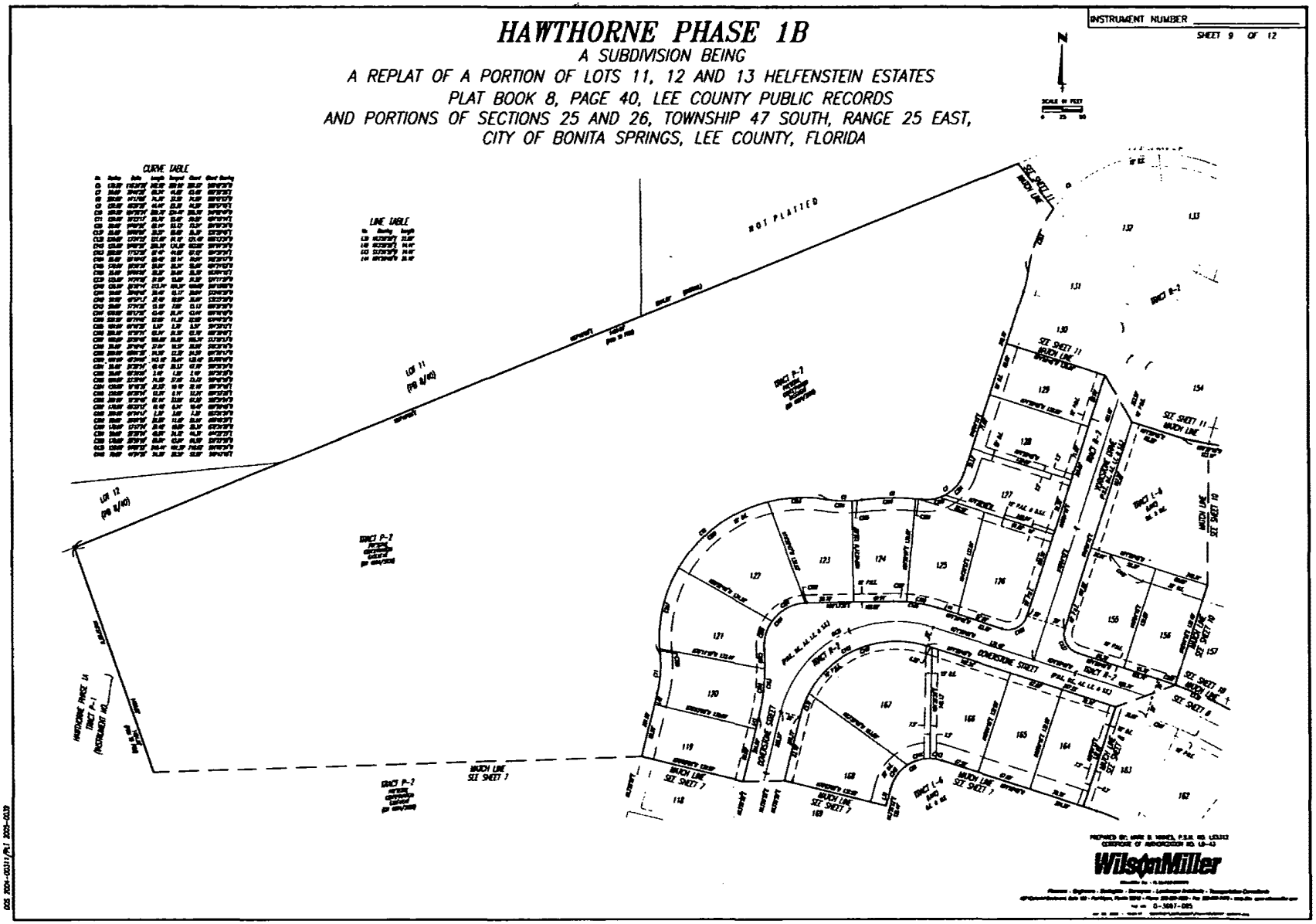
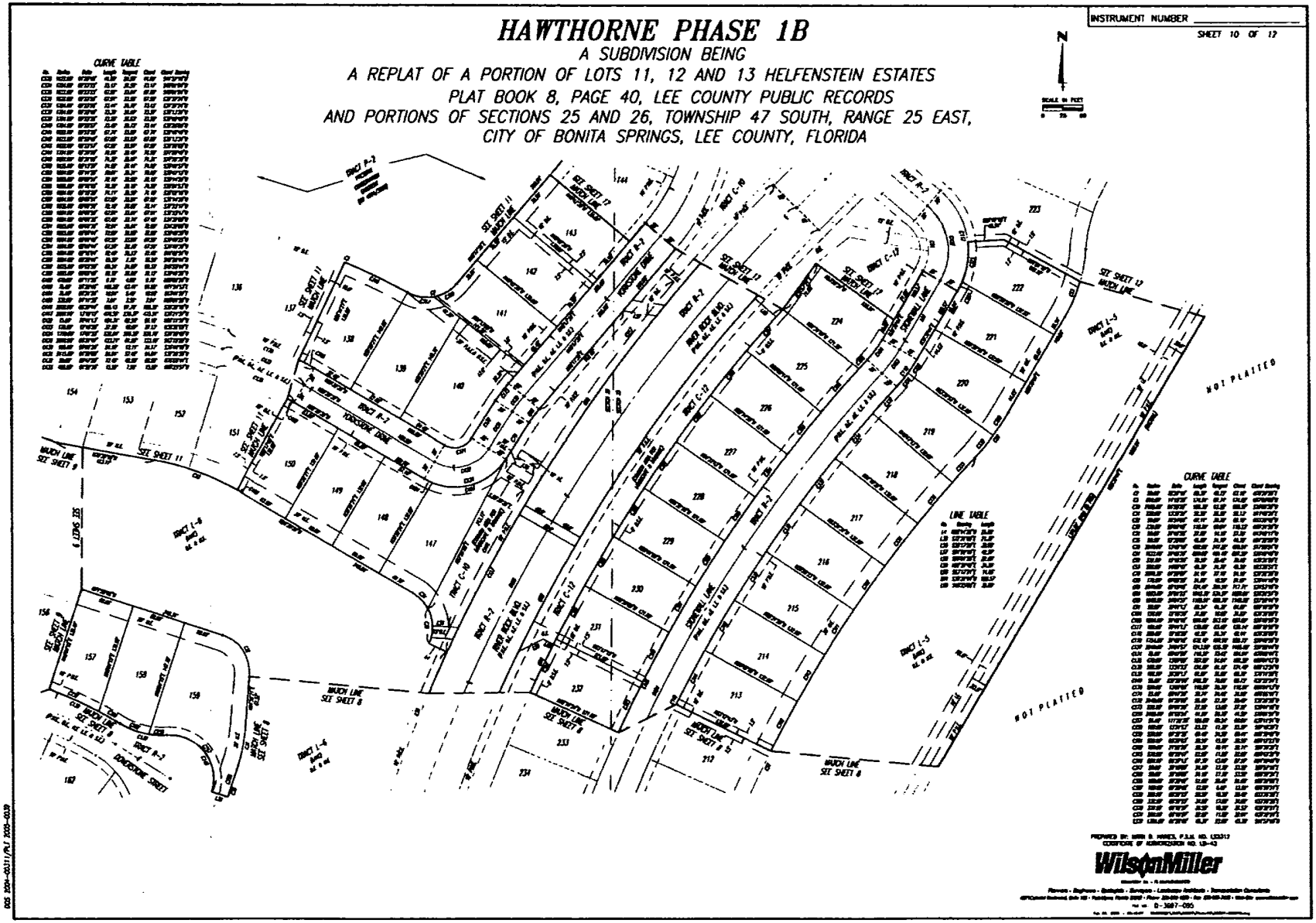


Exhibit "A"
Page 16 of 30

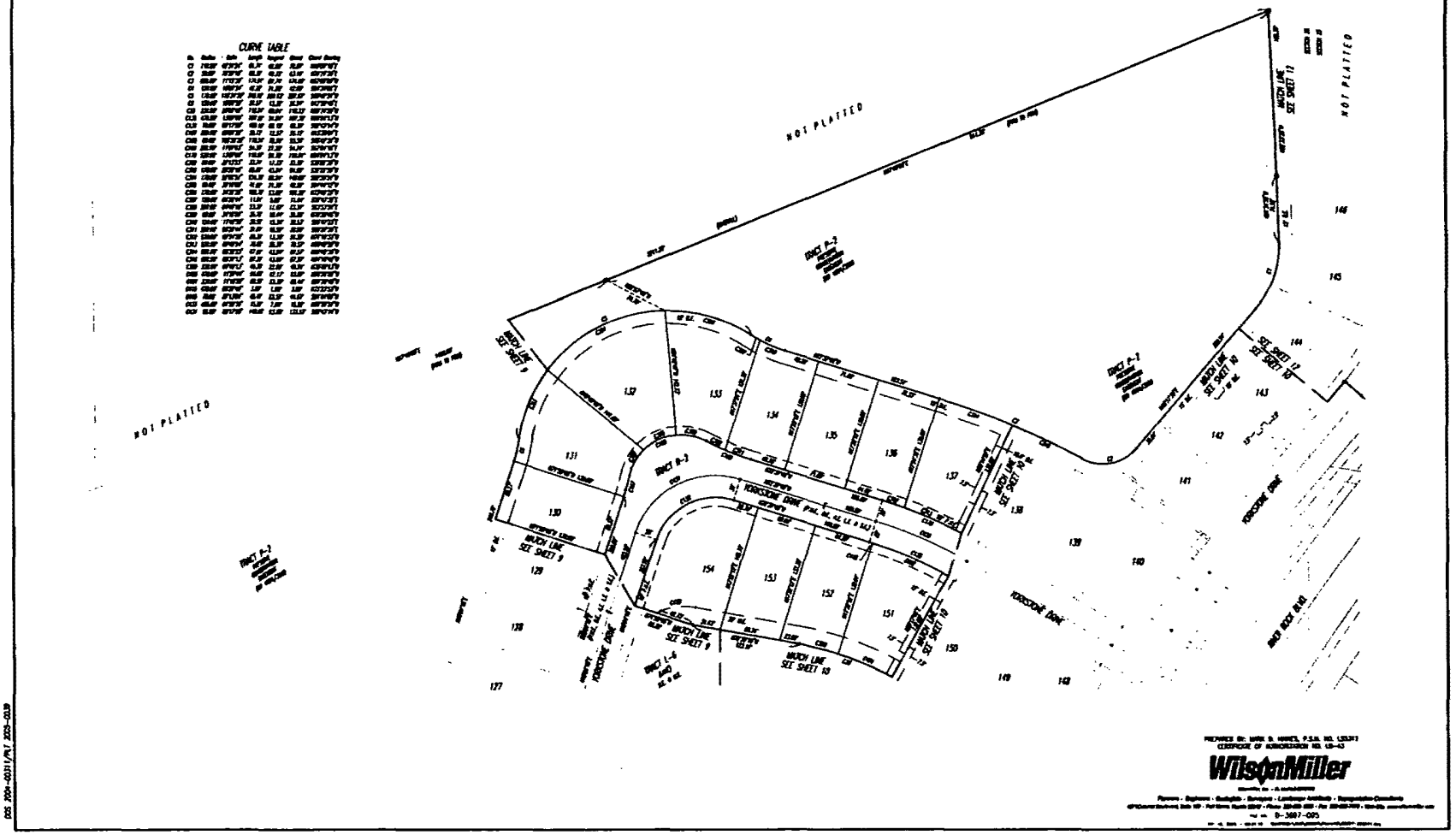

HAWTHORNE PHASE 1B
A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA
INSTRUMENT NUMBER
SHEET 10 OF 17
CURVE TABLE
LINE TABLE
YORKSHIRE DRIVE
NOT PLATTED
MATCH LINE SEE SHEET 9
MATCH LINE SEE SHEET 8
MATCH LINE SEE SHEET 11
Wilson Miller

HAWTHORNE PHASE 1B

A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

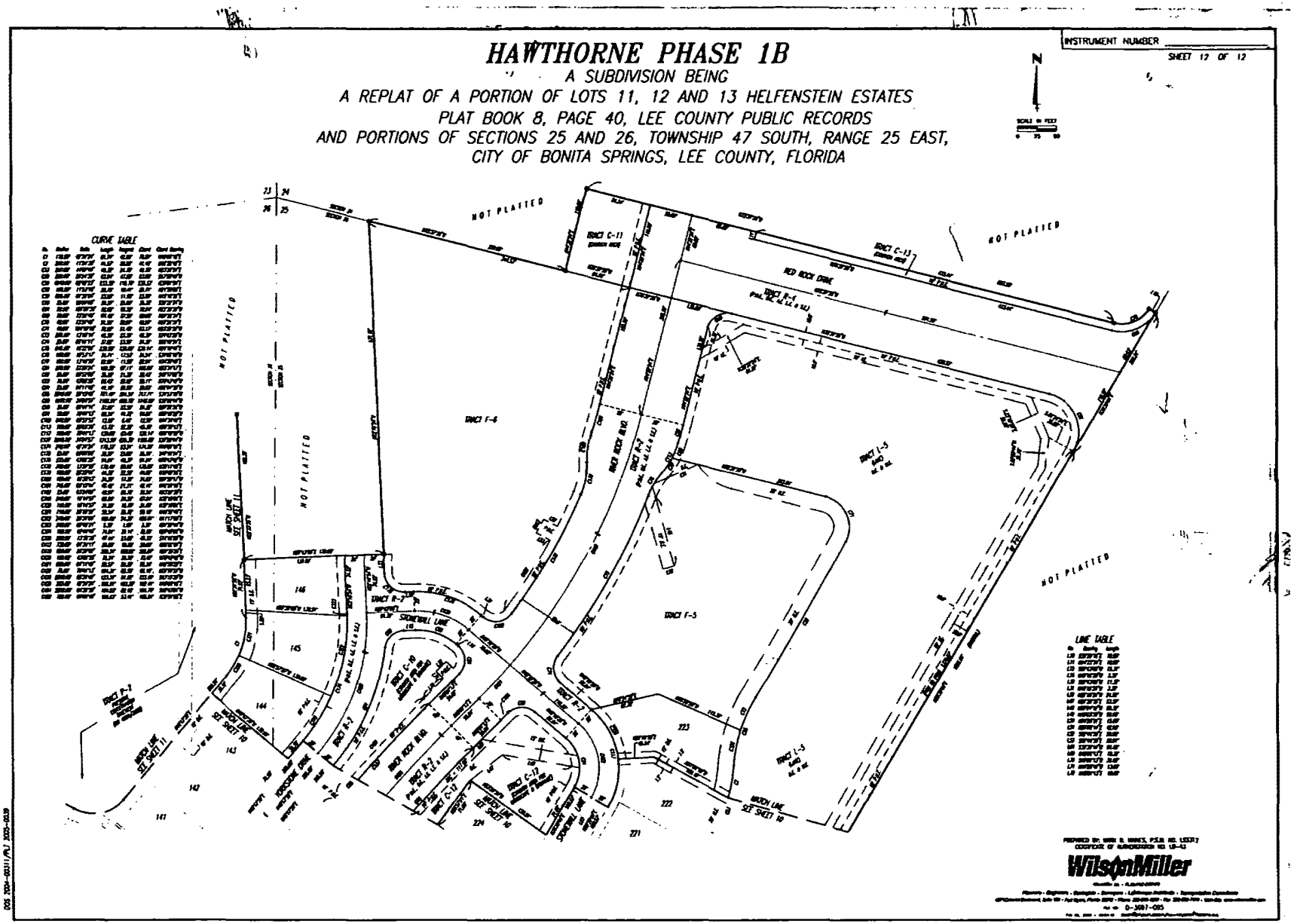
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SHEET 11 OF 12



Wilson Miller

Exhibit "A"
Page 18 of 30


HAWTHORNE PHASE 1B
A SUBDIVISION BEING
A REPLAT OF A PORTION OF LOTS 11, 12 AND 13 HELFENSTEIN ESTATES
PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA
INSTRUMENT NUMBER
SHEET 12 OF 12
CURVE TABLE
LINE TABLE
NOT PLATTED
TRACT F-6
TRACT F-5
RED ROCK DRIVE
STONEWALL LANE
MATCH LINE SEE SHEET 11
MATCH LINE SEE SHEET 10
WilsonMiller

INSTR # 2007000008723, Doc Type PLAT, Pages 5, Recorded 01/09/2007 at 10:04 AM,
Charlie Green, Lee County Clerk of Circuit Court, Deputy Clerk EDKITE

INSTRUMENT NUMBER 2007000008723
SHEET 1 OF 5

HAWTHORNE PHASE 2

A SUBDIVISION BEING A REPLAT OF A PORTION OF LOTS 11, AND 12
HELFENSTEIN ESTATES PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND A REPLAT OF TRACT F-6, HAWTHORNE PHASE 1B, INSTRUMENT # 2006000122125,
LEE COUNTY PUBLIC RECORDS AND PORTIONS OF
SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

NOTICE: LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY OR THE CITY OF BONITA SPRINGS. ANY PURCHASER OF A LOT OR TRACT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENTS OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

DESCRIPTION OF LAND PLATTED

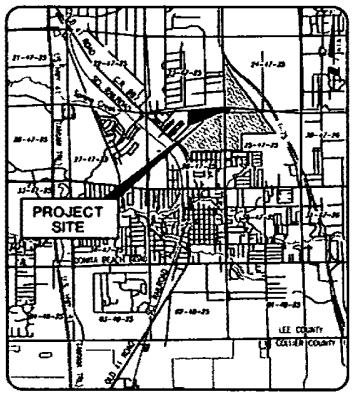
A PORTION OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26; THENCE S.89°39'56"E., 986.15 FEET; THENCE S.11°23'19"E., 135.36 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE WEST HAVING AN ARC LENGTH OF 240.00 FEET, A CENTRAL ANGLE OF 68°32'14", A CHORD DISTANCE OF 12.11 FEET, A CHORD BEARING OF S.11°09'47"E., AN ARC DISTANCE OF 42.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE EAST HAVING FOR ITS ELEMENTS A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 17°39'07", A CHORD DISTANCE OF 307.00 FEET, A CHORD BEARING OF S.13°39'21"E., AN ARC DISTANCE OF 308.10 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE WEST HAVING FOR ITS ELEMENTS A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 20°27'17", A CHORD DISTANCE OF 354.88 FEET, A CHORD BEARING OF S.14°03'14"E., AN ARC DISTANCE OF 357.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 11°11'11", A CHORD DISTANCE OF 195.03 FEET, A CHORD BEARING OF S.20°11'14"E., AN ARC DISTANCE OF 195.32 FEET; THENCE S.25°46'49"E., 1.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH AND HAVING FOR ITS ELEMENTS A RADIUS OF 1001.00 FEET, A CENTRAL ANGLE OF 12°37'49", A CHORD DISTANCE OF 220.14 FEET, A CHORD BEARING OF S.69°27'39"E., AN ARC DISTANCE OF 220.58 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH AND HAVING FOR ITS ELEMENTS A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 12°00'00", A CHORD DISTANCE OF 266.61 FEET, A CHORD BEARING OF S.69°57'45"E., 266.15 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 12°00'00", A CHORD DISTANCE OF 266.61 FEET, A CHORD BEARING OF S.69°57'45"E., 266.15 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH AND HAVING FOR ITS ELEMENTS A RADIUS OF 1001.00 FEET, A CENTRAL ANGLE OF 12°37'49", A CHORD DISTANCE OF 220.14 FEET, A CHORD BEARING OF S.69°27'39"E., 220.58 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 11°11'11", A CHORD DISTANCE OF 195.03 FEET, A CHORD BEARING OF S.20°11'14"E., AN ARC DISTANCE OF 195.32 FEET; THENCE S.25°46'49"E., 2.35 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH AND HAVING FOR ITS ELEMENTS A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 12°37'49", A CHORD DISTANCE OF 280.58 FEET, A CHORD BEARING OF S.69°27'39"E., 280.02 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 1275.00 FEET, A CENTRAL ANGLE OF 12°00'00", A CHORD DISTANCE OF 266.61 FEET, A CHORD BEARING OF S.69°57'45"E., 266.15 FEET; THENCE, ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD DISTANCE OF 35.36 FEET, A CHORD BEARING OF S.44°03'56"E., 31.82 FEET; THENCE S.89°03'56"E., 11.00 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD DISTANCE OF 35.36 FEET, A CHORD BEARING OF S.44°03'56"E., 31.82 FEET; THENCE S.89°03'56"E., 1129.39 FEET; THENCE S.00°56'04"W., 1.00 FEET; THENCE S.89°03'56"E., 100.00 FEET; THENCE S.00°56'04"W., 311.38 FEET; THENCE, CONTINUE ALONG SAID LINE, S.89°40'09"E., 1,320.69 FEET; THENCE S.63°34'36"E., 996.96 FEET; THENCE N.89°34'54"W., 1,859.74 FEET; THENCE N.89°39'56"E., 25.19 FEET; THENCE N.89°13'54"W., 25.12 FEET; THENCE, ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 26, N.89°39'56"E., 2,773.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 48.864 ACRES, MORE OR LESS.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



VICINITY SKETCH
NOT TO SCALE

APPROVALS

APPROVED AND ACCEPTED
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

ATTEST:
DONNA J. MARIE
CITY CLERK

APPROVED AS TO FORM:
ASSISTANT CITY ATTORNEY

REVIEW BY THE SURVEYOR AND MAPPER DESIGNATED BY THE CITY MANAGER PURSUANT TO THE REQUIREMENTS OF F.S. CH. 177, PART I

MICHAEL L. HARRISON, PSM

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 2, A SUBDIVISION BEING A RE-PLAT OF A PORTION OF LOTS 11, AND 12, HELFENSTEIN ESTATES, PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS AND A REPLAT OF TRACT F-6, HAWTHORNE PHASE 1B, INSTRUMENT (2006000122125, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (PCP'S) WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF BONITA SPRINGS FOR THE REQUIRED IMPROVEMENTS; AND FURTHER, THAT ALL PERMANENT REFERENCE MONUMENTS (PRM'S) AND PERMANENT CONTROL POINTS (PCP'S) SHOWN ON THIS PLAT ARE IMPROVED AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES. THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF BONITA SPRINGS. THE LAND DESCRIBED HEREON IS NOT IN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

WILSON MILLER, INC.

MARK D. HAINES
P.S.M. NO. LS5317

8/07/06
DATE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CORKSCREW HOMES, A NEVADA GENERAL PARTNERSHIP, AS THE OWNER OF ALL OF THE PROPERTY WITHIN THESE PLAT LIMITS AND CAUSED THIS PLAT OF HAWTHORNE PHASE 2 TO BE MADE AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS:

TO CORKSCREW HOMES, A NEVADA GENERAL PARTNERSHIP, TRACTS F-5 AND F-6 FOR FUTURE DEVELOPMENT.

TO CORKSCREW HOMES, A NEVADA GENERAL PARTNERSHIP, SPECIAL DRAINAGE EASEMENTS (S.D.E.) FOR DRAINAGE PURPOSES.

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACT C-15 AS COMMON AREA FOR LANDSCAPE AND DRAINAGE PURPOSES.

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., ACCESS EASEMENTS (A.E.) FOR ACCESS, UTILITY INSTALLATION AND MAINTENANCE, AND SIGNS OF INGRESS AND EGRESS OF THE OWNERS AND ITS SUCCESSORS, ASSIGNS, AND ALL PURPOSES SHOWN HEREON FOR THE BENEFIT OF THE HAWTHORNE COMMUNITY ASSOCIATION, INC., ROADWAY TRACT F-3 FOR ROADWAY, PEDESTRIAN, SIDEWALK, DRAINAGE, STREET LIGHTING, LANDSCAPE, AND MAINTENANCE PURPOSES; AND THE PERPETUAL RIGHT OF ANY AND ALL SUCCESSORS, ASSIGNS, AND ALL PERSONS AND ENTITIES TO HAWTHORNE; AND THE OWNERS AND ITS SUCCESSORS, ASSIGNS, AND ALL PERSONS AND ENTITIES TO HAWTHORNE;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., DRAINAGE EASEMENTS (D.E.) AND LAKE MAINTENANCE EASEMENTS (M.E.) AS SHOWN HEREON FOR LAKE, DRAINAGE AND MAINTENANCE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., SIGN EASEMENTS (S.E.) FOR THE INSTALLATION AND MAINTENANCE OF SIGNS;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., DRAINAGE AND SWALE EASEMENTS (D.S.E.) FOR ACCESS AND MAINTENANCE OF SWALE AND SWALES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACTS C-1 AND C-8 (LAKES) FOR LAKE, DRAINAGE AND MAINTENANCE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., TRACT P-1 (PRESERVE), FOR CONSERVATION, MAINTENANCE AND DRAINAGE PURPOSES;

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., LANDSCAPE MAINTENANCE EASEMENTS (L.E.) FOR LANDSCAPING AND MAINTENANCE PURPOSES;

TO THE CITY OF BONITA SPRINGS, THE 15 FOOT WIDE BONITA SPRINGS DRAINAGE EASEMENTS (D.S.D.E.) CROSSING TRACTS R-5, C-14, AND LOTS 252, 253, 255, 256, 259, 260, 262, 263, 265 AND 266 ARE GRANTED RIGHT, PRIVILEGE, AND AUTHORITY TO CONVEY VARYING STORMWATER FLOW RATES AND VOLUMES WITHIN THE NOMINAL OPERATING CAPACITY(IES) OF THE 19"X30" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP) WITHIN THE STORMWATER CONVEYANCE EASEMENT IN FURTHERANCE OF A STORMWATER MANAGEMENT SYSTEM, WITH THE ADDITIONAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, REMOVE, REPLACE, REPAIR, AND MODIFY APPURTENANCES (INTAKE AND OUTLET CONDITIONS/CONFIGURATIONS) TO SAID SYSTEM FOR WATER QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY FACILITY(IES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE STORMWATER CONVEYANCE EASEMENT AREA WILL REMAIN WITH THE CITY OF BONITA SPRINGS. THE HAWTHORNE COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER CONVEYANCE EASEMENT AREA AND THE 19"X30" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP). THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 2, A SUBDIVISION BEING A RE-PLAT OF A PORTION OF LOTS 11, AND 12, HELFENSTEIN ESTATES, PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS AND A REPLAT OF TRACT F-6, HAWTHORNE PHASE 1B, INSTRUMENT (2006000122125, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA WAS FILED FOR RECORD AT 2:10 P.M., THIS 9TH DAY OF January 2007 AND DULY RECORDED AS INSTRUMENT # 2007000008723, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CHARLIE GREEN
CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA.
BY SALLY HUCK D.C.

BY SALLY HUCK D.C.

DEDICATION (CONTINUED)

QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY FACILITY(IES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE STORMWATER CONVEYANCE EASEMENT AREA WILL REMAIN WITH THE CITY OF BONITA SPRINGS. THE HAWTHORNE COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER CONVEYANCE EASEMENT AREA AND THE 19"X30" ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP). THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

TO THE CITY OF BONITA SPRINGS, THE 15 FOOT WIDE BONITA SPRINGS SWALE EASEMENT (B.S.S.E.) CROSSING TRACTS L-7 AND F-8 ARE GRANTED RIGHT, PRIVILEGE, AND AUTHORITY TO CONVEY VARYING STORMWATER FLOW RATES AND VOLUMES WITHIN THE NOMINAL OPERATING CAPACITY(IES) OF THE SWALE LOCATED WITHIN THE STORMWATER CONVEYANCE EASEMENT IN FURTHERANCE OF A STORMWATER MANAGEMENT SYSTEM, WITH THE ADDITIONAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, REMOVE, REPLACE, REPAIR, AND MODIFY APPURTENANCES (INTAKE AND OUTLET CONDITIONS/CONFIGURATIONS) TO SAID SYSTEM FOR WATER QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY FACILITY(IES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE STORMWATER CONVEYANCE EASEMENT AREA WILL REMAIN WITH THE CITY OF BONITA SPRINGS. THE HAWTHORNE COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER CONVEYANCE EASEMENT AREA AND THE SWALE. THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

TO BONITA SPRINGS UTILITIES, INC. AND ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENT AND RIGHT-OF-WAY, UPON, OVER, ACROSS, AND BELOW THE SURFACE OF THE PUBLIC UTILITY EASEMENTS ATTACHED AND/OR ADJACENT TO THE PUBLIC ROAD FOR THE PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE, REPAIRING OR REPLACING OF ONE OR MORE WATER, SEWER AND/OR UTILITY TRANSMISSION OR DISTRIBUTION LINES, AND ALL HUMAN APPURTENANCES THERETO.

TO THE HOMEOWNERS ASSOCIATES AND PUBLIC UTILITIES AMONG THE ASSIGNEES TO PROVIDE FOR SUCH SERVICES, ALL PUBLIC UTILITY EASEMENTS (P.U.E.), FOR PURPOSES OF INSTALLATION, REPAIR, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR RESPECTIVE FACILITIES, INCLUDING WATER, SEWER, IRRIGATION, SECURITY LIGHTING, ELECTRIC, CABLE AND TELEPHONE, SAID UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

IN WITNESS WHEREOF, THE SAID OWNER OF THE LANDS DESCRIBED HEREON HAS CAUSED THESE DEDICATIONS TO BE MADE AND SIGNED THIS 23rd DAY OF October, 2006.

CORKSCREW HOMES,
A NEVADA GENERAL PARTNERSHIP

ATTEST:

BY: CORKSCREW REAL ESTATE CORPORATION, A NEVADA CORPORATION, THE MANAGING GENERAL PARTNER

BY: TIM RUCKER, DIVISION PRESIDENT OF CORKSCREW REAL ESTATE CORPORATION, A NEVADA CORPORATION

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE Collier

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF October, 2006, BY TIM RUCKER, DIVISION PRESIDENT OF CORKSCREW REAL ESTATE CORPORATION, A NEVADA CORPORATION, AS THE MANAGING PARTNER OF CORKSCREW HOMES, A NEVADA GENERAL PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

Laura M. Ames
PRINTED NAME

PREPARED BY: MARK D. HAINES, P.S.M. NO. LS5317
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

Planners Engineers Surveyors Landscape Architects Transportation Consultants

D-3657-171

D:\2003\03-0021\ / R.7/2005-0004

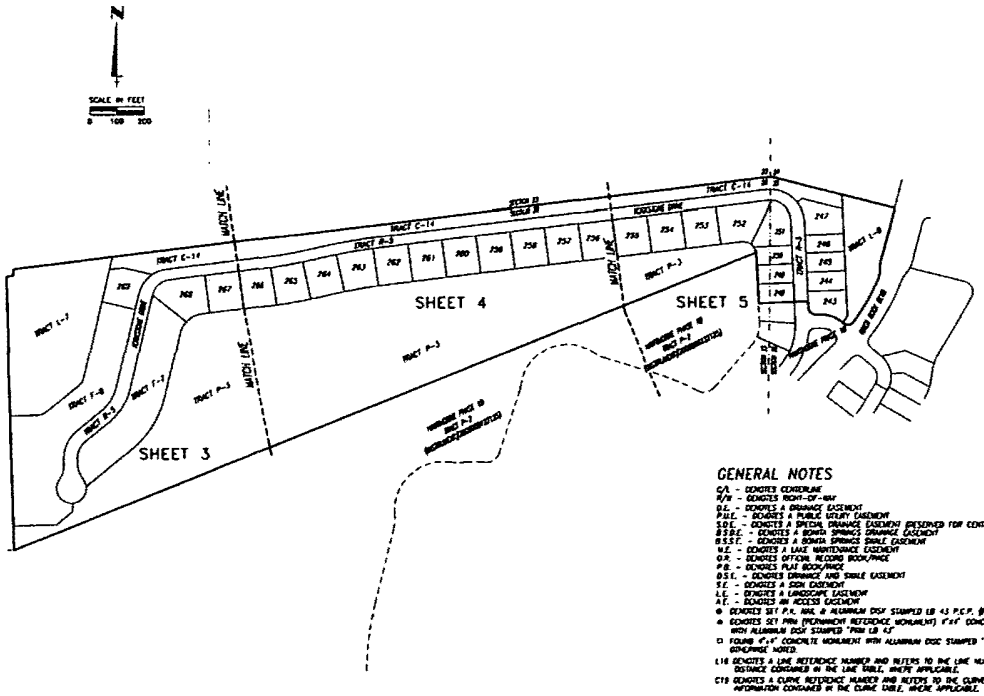
INSTR # 2007000000771 Page Number: 2 of 5

INSTRUMENT NUMBER _____

SHEET 2 OF 5

HAWTHORNE PHASE 2

A SUBDIVISION BEING A REPLAT OF A PORTION OF LOTS 11, AND 12 HELFENSTEIN ESTATES PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS AND A REPLAT OF TRACT F-6, HAWTHORNE PHASE 1B, INSTRUMENT #2006000122125, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



TRACT	USE	AREA (SQFT)	AREA (AC)
LOT 242	RESIDENTIAL	13,299	0.305
LOT 241	RESIDENTIAL	9,940	0.228
LOT 240	RESIDENTIAL	8,940	0.205
LOT 239	RESIDENTIAL	8,520	0.196
LOT 247	RESIDENTIAL	13,933	0.320
LOT 248	RESIDENTIAL	8,113	0.186
LOT 249	RESIDENTIAL	9,302	0.214
LOT 250	RESIDENTIAL	8,978	0.206
LOT 251	RESIDENTIAL	17,298	0.397
LOT 252	RESIDENTIAL	23,838	0.547
LOT 253	RESIDENTIAL	17,500	0.402
LOT 254	RESIDENTIAL	17,500	0.402
LOT 255	RESIDENTIAL	17,500	0.402
LOT 256	RESIDENTIAL	17,500	0.402
LOT 257	RESIDENTIAL	17,500	0.402
LOT 258	RESIDENTIAL	17,500	0.402
LOT 259	RESIDENTIAL	17,500	0.402
LOT 260	RESIDENTIAL	17,500	0.402
LOT 261	RESIDENTIAL	17,500	0.402
LOT 262	RESIDENTIAL	17,618	0.404
LOT 263	RESIDENTIAL	18,186	0.417
LOT 264	RESIDENTIAL	17,539	0.403
LOT 265	RESIDENTIAL	18,968	0.395
LOT 266	RESIDENTIAL	17,277	0.397
LOT 267	RESIDENTIAL	17,500	0.402
LOT 268	RESIDENTIAL	24,248	0.557
LOT 269	RESIDENTIAL	18,538	0.426
TRACT C-11	COMMON	1,331,487	3.058
TRACT F-1	FUTURE	95,178	2.186
TRACT F-6	FUTURE	163,372	3.751
TRACT L-1	LAKE	165,488	3.798
TRACT L-2	LAKE	56,832	1.305
TRACT P-3	PRESERVE	809,303	18.46
TRACT R-5	ROAD	155,455	3.569

GENERAL NOTES

C/L - DENOTES CENTERLINE
R/W - DENOTES RIGHT-OF-WAY
D.E. - DENOTES A DRAINAGE EASEMENT
P.U.E. - DENOTES A PUBLIC UTILITY EASEMENT
S.D.E. - DENOTES A SPECIAL DRAINAGE EASEMENT (RESERVED FOR CONTEX)
B.S.D.E. - DENOTES A BONITA SPRINGS DRAINAGE EASEMENT
B.S.D.S.E. - DENOTES A BONITA SPRINGS DUALE EASEMENT
M.E. - DENOTES A LAKE MAINTENANCE EASEMENT
O.R. - DENOTES OFFICIAL RECORDS BOOK/PAGE
P.B. - DENOTES PLAT BOOK/PAGE
D.S.E. - DENOTES DRAINAGE AND SWALE EASEMENT
S.E. - DENOTES A SIGN EASEMENT
L.E. - DENOTES A LANDSCAPE EASEMENT
A.E. - DENOTES AN ACCESS EASEMENT
● DENOTES SET P.R.M. ® ALUMINUM DISC STAMPED LB 43 P.C.P. (PERMANENT CONTROL POINT)
⊙ DENOTES SET PRM (PERMANENT REFERENCE MONUMENT) 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PRM LB 43"
□ FOUND 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PRM LB43" UNLESS OTHERWISE NOTED.
L16 DENOTES A LINE REFERENCE NUMBER AND REFERS TO THE LINE NUMBER, BEARING AND DISTANCE CONTAINED IN THE LINE TABLE, WHERE APPLICABLE.
C19 DENOTES A CURVE REFERENCE NUMBER AND REFERS TO THE CURVE NUMBER, CURVE INFORMATION CONTAINED IN THE CURVE TABLE, WHERE APPLICABLE.

DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90), FLORIDA WEST ZONE. THE REFERENCE BEARING IS THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING N87°54'51"E.

ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.

PREPARED BY: MARK D. MARKES, P.S.M. NO. LS5312
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

Planners Engineers Ecologists Surveyors Landscape Architects Transportation Consultants

J.N. 0-3697-121

Exhibit "A"
Page 21 of 30

INSTRUMENT NUMBER _____

SHEET 3 OF 5

HAWTHORNE PHASE 2

A SUBDIVISION BEING A REPLAT OF A PORTION OF LOTS 11, AND 12
HELFENSTEIN ESTATES PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND A REPLAT OF TRACT F-6, HAWTHORNE PHASE 1B,
INSTRUMENT #2006000122125, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF
SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

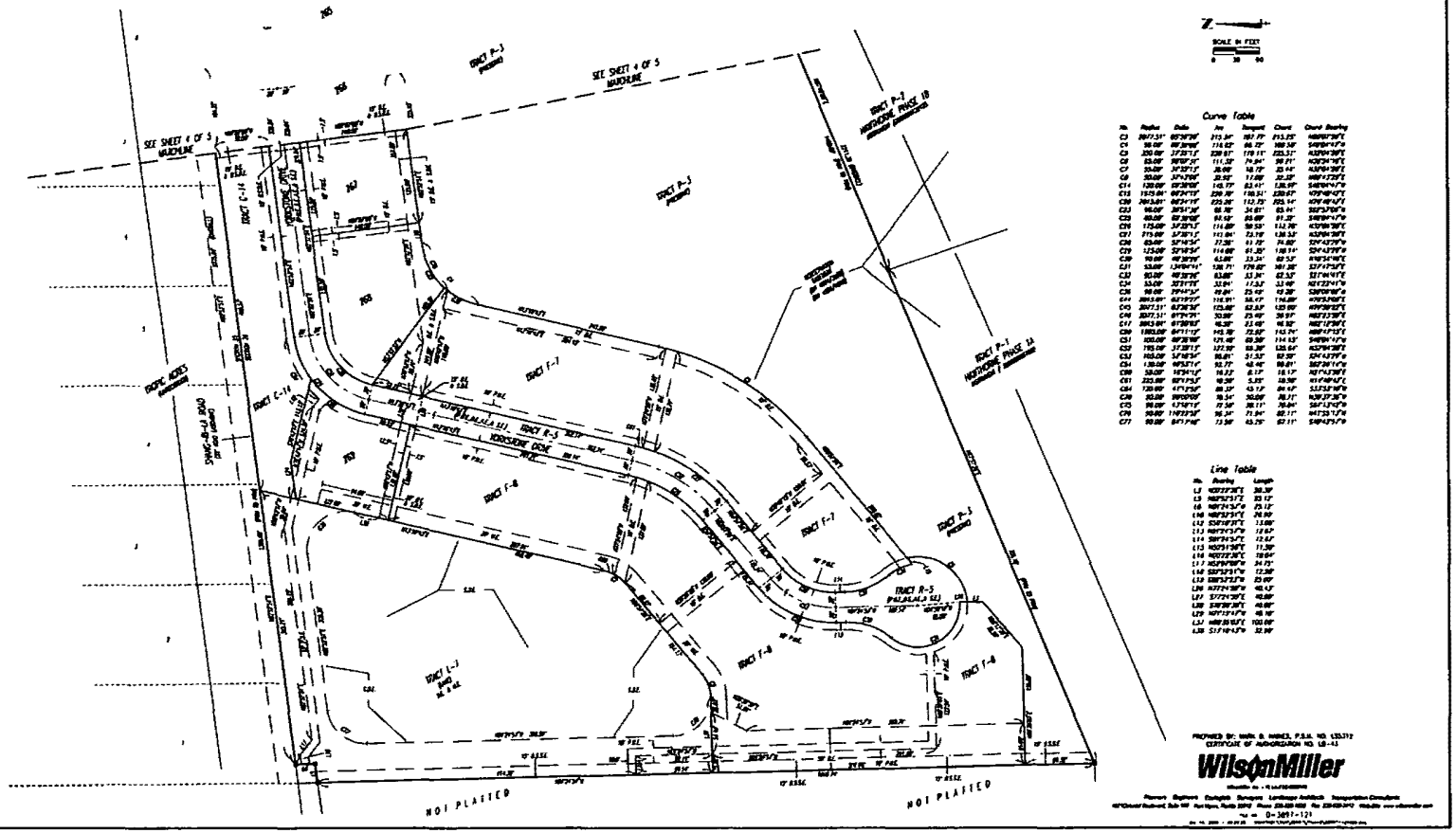


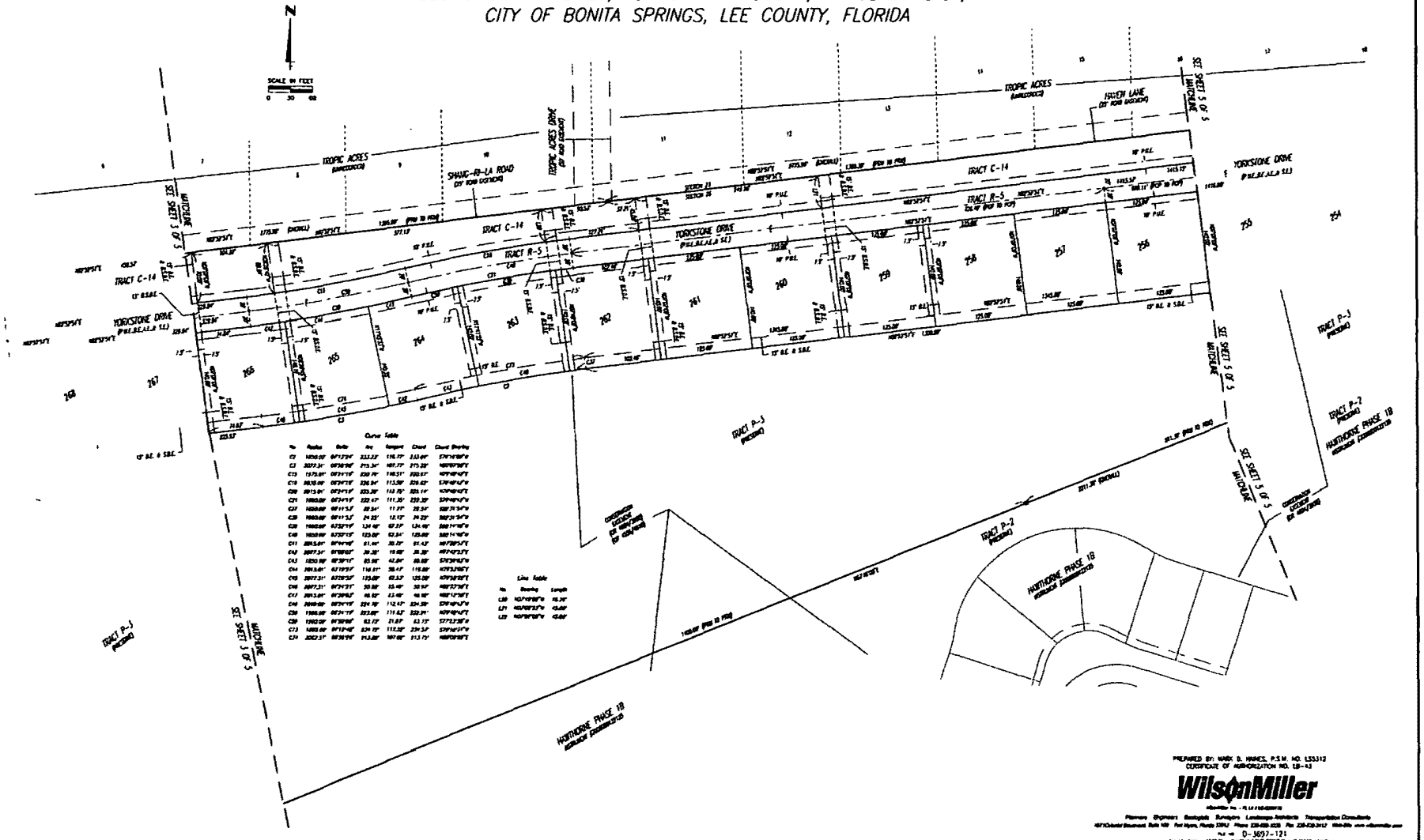
Exhibit "A"
Page 22 of 30

INSTRUMENT NUMBER _____

SHEET 4 OF 5

HAWTHORNE PHASE 2

A SUBDIVISION BEING A REPLAT OF A PORTION OF LOTS 11, AND 12
HELFENSTEIN ESTATES PLAT BOOK 8, PAGE 40, LEE COUNTY PUBLIC RECORDS
AND A REPLAT OF TRACT F-6, HAWTHORNE PHASE 1B,
INSTRUMENT #2006000122125 LEE COUNTY PUBLIC RECORDS AND PORTIONS OF
SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



PREPARED BY: MARK D. HAINES, P.S.M. NO. LS5312
CERTIFICATE OF AUTHORIZATION NO. LB-43

Wilson Miller

Planners Engineers Ecologists Surveyors Landscape Architects Transportation Consultants

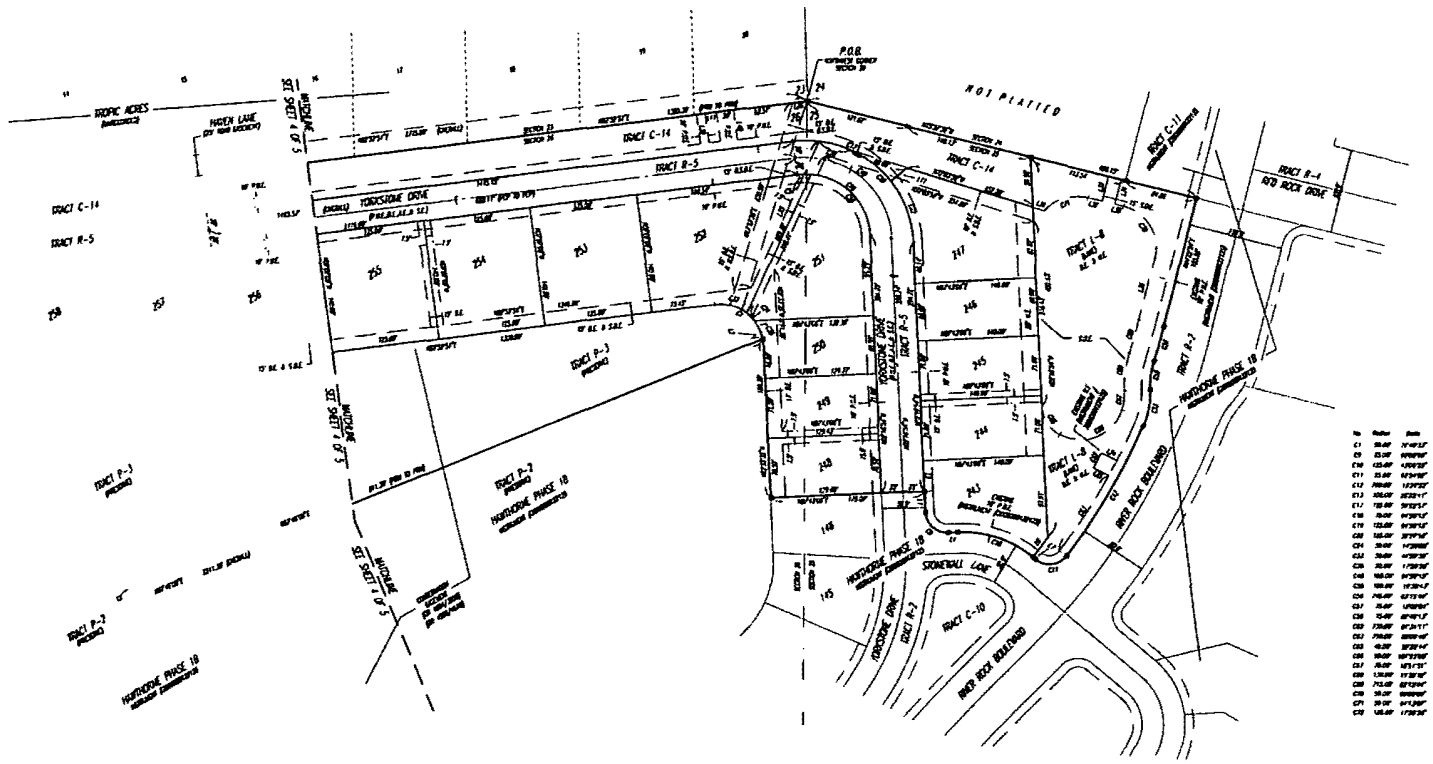
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INSTRUMENT NUMBER _____

SHEET 5 OF 5

HAWTHORNE PHASE 2

A SUBDIVISION BEING A REPLAT OF A PORTION OF LOTS 11, AND 12
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AND A REPLAT OF TRACT F-6, HAWTHORNE PHASE 1B,
INSTRUMENT #2006000122125, LEE COUNTY PUBLIC RECORDS AND PORTIONS OF
SECTIONS 25 AND 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



PREPARED BY: MARK D. HAINES, P.S.M. NO. LS5317
CERTIFICATE OF AUTHORIZATION NO. LB-43

WilsonMiller

0-3697-121

Exhibit "A"
Page 24 of 30

INSTR # 2007000167431, Doc Type PLAT, Pages 2, Recorded 06/22/2007 at 03:36 PM,
Charlie Green, Lee County Clerk of Circuit Court, Deputy Clerk TBUCH

INSTRUMENT NUMBER 2007000167431
SHEET 1 OF 2

HAWTHORNE PHASE 2A

A SUBDIVISION BEING A REPLAT OF TRACTS F-7 AND F-8,
HAWTHORNE PHASE 2, INSTRUMENT # 2007000008773, LEE COUNTY PUBLIC RECORDS
SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

DESCRIPTION OF LAND PLATTED

TRACTS F-7 AND F-8, HAWTHORNE PHASE 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2007000008773, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SAID PARCEL CONTAINS 1.022 ACRES, MORE OR LESS.

NOTICE: LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY OR THE CITY OF BONITA SPRINGS. ANY PURCHASER OF A LOT OR TRACT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENTS OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GENERAL NOTES

C.A. DENOTES CENTERLINE
R/W DENOTES RIGHT-OF-WAY
D.E. DENOTES A DRAINAGE EASEMENT
P.U.E. DENOTES A PUBLIC UTILITY EASEMENT
B.S.S.E. - DENOTES A BONITA SPRINGS DRAINAGE EASEMENT
B.S.S.E. DENOTES A BONITA SPRINGS SWALE EASEMENT
W.E. DENOTES A WALL MAINTENANCE EASEMENT
D.E. DENOTES OPTICAL RESERVE BOOK/PAGE
P.B. DENOTES PLAT BOOK/PAGE
D.S.E. DENOTES DRAINAGE AND SWALE EASEMENT
S.E. DENOTES A SIGN EASEMENT
L.E. DENOTES A LANDSCAPE EASEMENT
A.E. DENOTES AN ACCESS EASEMENT
● DENOTES SET P.K. NAIL & ALUMINUM DISC STAMPED LB 43 P.C.P. (PERMANENT CONTROL POINT)
■ DENOTES SET PRM (PERMANENT REFERENCE MONUMENT) 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PRM LB#43"
○ ADJUST 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PRM LB#43" UNLESS OTHERWISE NOTED
L1# DENOTES A LINE REFERENCE NUMBER AND REFERS TO THE LINE NUMBER, BEARING AND DISTANCE CONTAINED IN THE LINE TABLE, ABOVE AND/OR HEREON.
C1# DENOTES A CURVE REFERENCE NUMBER AND REFERS TO THE CURVE NUMBER, CURVE INFORMATION CONTAINED IN THE CURVE TABLE, ABOVE AND/OR HEREON.

DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/1990), FLORIDA WEST ZONE. THE REFERENCE BEARING IS THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING N.89°39'51"E.

ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.

APPROVALS

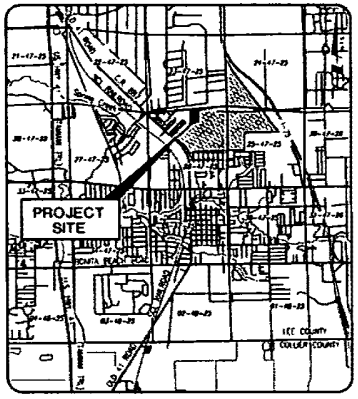
THIS PLAT IS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF BONITA SPRINGS, LEE COUNTY, FLORIDA, THIS 22nd DAY OF May, 2007.

MAYOR Ben L. Hanson, Jr.
CITY CLERK

CITY ATTORNEY

NOTICE BY THE DESIGNATED POA ON BEHALF OF THE CITY OF BONITA SPRINGS, ESTABLISHED THAT THIS PLAT COMPLIES TO THE REQUIREMENTS OF F.S. CH. 177.

MICHAEL L. HANSON, POA



VICINITY SKETCH
NOT TO SCALE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT HARBOURSIDE CUSTOM HOMES, INC., A FLORIDA CORPORATION, AS THE OWNER OF ALL OF THE PROPERTY WITHIN THIS PLAT, HAS CAUSED THIS PLAT OF HAWTHORNE PHASE 2A TO BE MADE AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS:

TO BONITA HOMES, A FLORIDA GENERAL PARTNERSHIP, THE SPECIAL DRAINAGE EASEMENTS (S.D.E.) FOR DRAINAGE AND MAINTENANCE PURPOSES.

TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., DRAINAGE EASEMENTS (D.E.) AND LAKE MAINTENANCE EASEMENTS (M.E.) AS SHOWN HEREON FOR LAKE, DRAINAGE AND MAINTENANCE PURPOSES.

TO THE CITY OF BONITA SPRINGS, THE 15 FOOT WIDE BONITA SPRINGS SWALE EASEMENT (B.S.S.E.) CROSSING LOTS 275, 276 AND 277 ARE GRANTED RIGHT, PRIVILEGE, AND AUTHORITY TO CONVEY VARYING STORMWATER FLOW RATES AND VOLUMES WITHIN THE NONLINEAR OPERATING CAPACITY(IES) OF THE SWALE LOCATED WITHIN THE STORMWATER CONVEYANCE EASEMENT IN FURTHERANCE OF A STORMWATER MANAGEMENT SYSTEM, WITH THE ADDITIONAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, REMOVE, REPLACE, REPAIR, AND MODIFY APPURTENANCES (INTAKE AND OUTLET CONDITIONS/CONFIGURATIONS) TO SAID SYSTEM FOR WATER QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY FACILITY(IES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE STORMWATER CONVEYANCE EASEMENT AREA WILL REMAIN WITH THE CITY OF BONITA SPRINGS. THE HAWTHORNE COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER CONVEYANCE EASEMENT AREA AND THE SWALE. THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

DEDICATION (CONTINUED)

TO BONITA SPRINGS UTILITIES, INC. AND ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENT AND RIGHT-OF-WAY, UPON, OVER, ACROSS, AND BELOW THE SURFACE OF THE PUBLIC UTILITY EASEMENTS (P.U.E.) DEPICTED AND/OR LISTED ON THIS PLAT FOR THE PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE, ADDITIONS OR REPLACING OF ONE OR MORE WATER, REUSE AND/OR UTILITY TRANSMISSION OR DISTRIBUTION LINES, AND ALL RELATED APPURTENANCES THERETO.

TO THE HOMEOWNERS ASSOCIATION, ASSIGNEES AND PUBLIC UTILITIES HAVING THE AUTHORITY TO PROVIDE ANY SUCH SERVICES, ALL PUBLIC UTILITY EASEMENTS (P.U.E.), FOR PURPOSES OF INSTALLATION, REPAIR, REPLACEMENT, MAINTENANCE AND OPERATION OF SUCH RESPECTIVE FACILITIES, INCLUDING WIRES, DUCTS, ENCLOSURES, SURFACE LIGHTS, ELECTRIC, GAS AND TELEPHONE; SAID UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR WATER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

IN WITNESS WHEREOF, THE SAID OWNER OF THE LANDS DESCRIBED HEREON HAS CAUSED THIS DEDICATION TO BE MADE AND SIGNED THIS 15th DAY OF May, 2007.

HARBOURSIDE CUSTOM HOMES, INC.
A FLORIDA CORPORATION

ATTEST: Shannon O'Brien
PRINT NAME: Shannon O'Brien

BY: [signature]
PRINT NAME: [illegible]
HARBOURSIDE CUSTOM HOMES, INC.

ATTEST: [signature]
PRINT NAME: Kaeden L. LaBonte

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 2A, A SUBDIVISION BEING A RE-PLAT OF TRACTS F-7 AND F-8, HAWTHORNE PHASE 2, OFFICIAL RECORDS INSTRUMENT # 2007000008773 LEE COUNTY PUBLIC RECORDS, SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AS THE LOCATIONS SHOWN ON THE PLAT.

WILSONMILLER, INC.
DAVID B. HANKS
P.S.M. NO. LS5312
DATE

SEAL

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 2A, A SUBDIVISION BEING A RE-PLAT OF TRACTS F-7 AND F-8, HAWTHORNE PHASE 2, OFFICIAL RECORDS INSTRUMENT # 2007000008773 LEE COUNTY PUBLIC RECORDS, SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA WAS FILED FOR RECORD AT 3:36 P.M., THIS 22nd DAY OF May, 2007 AND DULY RECORDED AS INSTRUMENT # 2007000167431, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charlie Green by Lisa Becker, Deputy Clerk
CHARLIE GREEN
CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA
Lisa Becker, Deputy Clerk

SEAL

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF May, 2007, BY JERRY L. COLSON, CHIEF EXECUTIVE OFFICER OF HARBOURSIDE CUSTOM HOMES, INC., A FLORIDA CORPORATION, WHO IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

Kimberly Shore
PRINTED NAME

PREPARED BY: DAVID B. HANKS, P.S.M. NO. LS5312
CERTIFICATE OF AUTHORIZATION NO. LB-43

WilsonMiller

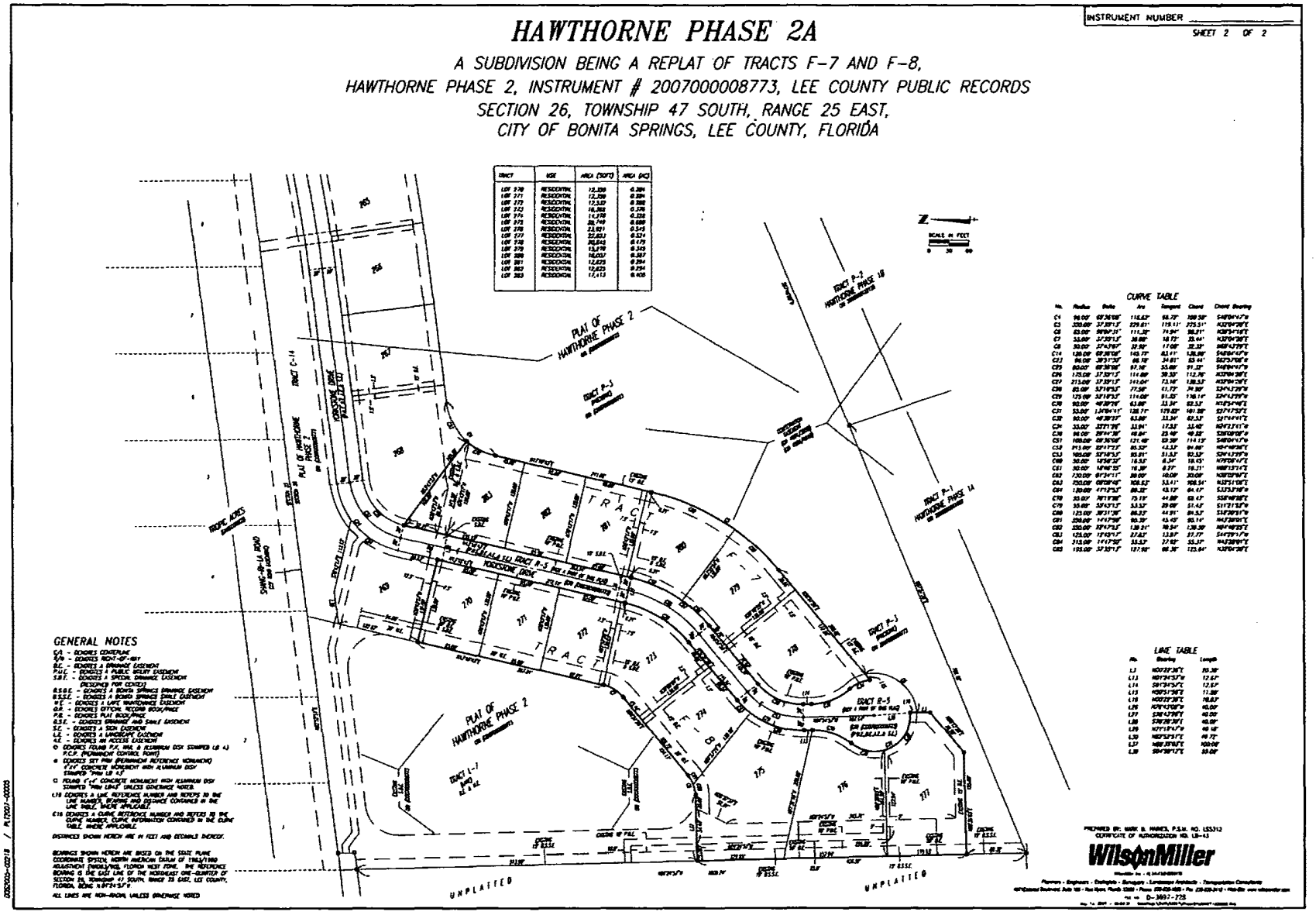
D-3697-276

INSTRUMENT NUMBER

SHEET 2 OF 2

HAWTHORNE PHASE 2A

A SUBDIVISION BEING A REPLAT OF TRACTS F-7 AND F-8,
HAWTHORNE PHASE 2, INSTRUMENT # 2007000008773, LEE COUNTY PUBLIC RECORDS
SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



GENERAL NOTES

CA - DENOTES CENTERLINE
R/W - DENOTES RIGHT-OF-WAY
B.E. - DENOTES A DRAINAGE EASEMENT
P.U.E. - DENOTES A PUBLIC UTILITY EASEMENT
S.W.E. - DENOTES A SPECIAL DRAINAGE EASEMENT (RESERVED FOR OWNER)
B.S.B.E. - DENOTES A BONITA SPRINGS DRAINAGE EASEMENT
B.S.S.E. - DENOTES A BONITA SPRINGS SEWER EASEMENT
L.M.E. - DENOTES A LAKE MAINTENANCE EASEMENT
O.R. - DENOTES OFFICIAL RECORDS BOOK/PAGE
P.B. - DENOTES PLAT BOOK/PAGE
D.E. - DENOTES DRAINAGE AND SEWER EASEMENT
S.E. - DENOTES A SIGN EASEMENT
L.E. - DENOTES A LANDSCAPE EASEMENT
A.E. - DENOTES AN ACCESS EASEMENT
● DENOTES FOUND P.K. NAIL & ALUMINUM DISK STAMPED LB 43 P.C.P. (PERMANENT CONTROL POINT)
■ DENOTES SET PRM (PERMANENT REFERENCE MONUMENT) 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PRM LB 43"
○ FOUND 4"x4" CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PRM LB 43" UNLESS OTHERWISE NOTED
L18 DENOTES A LINE, RETURNED NUMBER AND REFERS TO THE LINE NUMBER, BEARING AND DISTANCE CONTAINED IN THE LINE TABLE, WHERE APPLICABLE.
C16 DENOTES A CURVE, RETURNED NUMBER AND REFERS TO THE CURVE NUMBER, CURVE INFORMATION CONTAINED IN THE CURVE TABLE, WHERE APPLICABLE.

DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT (NAD83/90), FLORIDA WEST ZONE, THE REFERENCE BEARING IS THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING N 01°24'57" W.

ALL LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED

CURVE TABLE

#	Radius	Delta	Arc	Tangent	Chord	Chord Bearing
C1	98.00'	69°36'08"	118.62'	68.70'	111.50'	S48°04'47"W
C2	330.00'	37°51'13"	329.61'	173.11'	323.51'	N32°04'28"E
C3	63.00'	99°04'31"	111.98'	74.94'	98.81'	N39°34'43"E
C4	53.00'	37°28'13"	34.66'	18.12'	35.44'	N39°04'28"E
C5	30.00'	37°43'59"	19.76'	10.26'	19.39'	N38°49'27"E
C6	98.00'	69°36'08"	118.62'	68.70'	111.50'	S48°04'47"W
C7	98.00'	39°31'39"	67.59'	35.11'	66.27'	S53°51'58"W
C8	85.00'	69°36'08"	97.16'	55.80'	91.32'	S48°04'47"W
C9	170.00'	37°51'13"	111.98'	58.55'	110.00'	N32°04'28"E
C10	213.00'	37°51'13"	141.04'	73.74'	138.51'	N32°04'28"E
C11	85.00'	37°19'53"	77.58'	41.72'	74.80'	S32°43'29"W
C12	125.00'	37°19'53"	114.08'	61.35'	110.01'	S32°43'29"W
C13	98.00'	46°38'04"	63.98'	33.74'	62.23'	N13°34'49"E
C14	53.00'	134°04'11"	123.99'	129.82'	98.38'	S37°47'52"E
C15	98.00'	46°38'04"	63.98'	33.74'	62.23'	S57°47'47"E
C16	33.00'	227°28'26"	32.94'	17.82'	32.48'	N29°32'41"W
C17	98.00'	39°44'38"	68.84'	35.68'	67.48'	S28°08'08"W
C18	188.00'	69°36'08"	127.48'	69.39'	119.83'	S48°04'47"W
C19	213.00'	22°47'27"	85.52'	43.32'	84.96'	N61°48'04"E
C20	188.00'	37°51'13"	124.21'	64.32'	121.98'	N32°04'28"E
C21	30.00'	14°48'25"	18.98'	9.77'	18.21'	N68°13'14"E
C22	730.00'	01°24'11"	29.99'	14.99'	29.99'	N58°58'54"E
C23	250.00'	09°29'40"	103.52'	51.91'	102.91'	N53°13'07"E
C24	130.00'	17°12'52"	39.06'	19.72'	38.91'	S33°53'38"W
C25	35.00'	70°19'08"	42.96'	24.68'	40.31'	S58°48'08"E
C26	35.00'	53°53'13"	32.92'	17.74'	31.72'	S11°31'38"W
C27	125.00'	39°31'39"	86.23'	44.91'	84.52'	S53°51'58"W
C28	250.00'	14°47'09"	64.52'	32.43'	64.34'	N42°28'01"E
C29	330.00'	37°51'13"	130.71'	67.54'	128.36'	N32°04'28"E
C30	125.00'	13°43'11"	29.93'	15.04'	29.86'	S41°23'41"W
C31	215.00'	14°47'09"	55.51'	27.92'	55.35'	N42°28'01"E
C32	125.00'	37°51'13"	137.78'	71.09'	135.31'	N32°04'28"E

LINE TABLE

#	Bearing	Length
L1	N01°23'57"E	20.36'
L11	N01°24'57"W	17.57'
L14	S01°24'57"E	12.57'
L15	N08°51'58"E	11.38'
L16	N01°23'57"E	19.57'
L26	N74°47'09"E	40.00'
L27	S74°47'09"W	40.00'
L28	S74°36'51"E	40.00'
L29	N74°47'09"E	40.16'
L30	N01°24'57"W	40.72'
L31	N88°35'03"E	100.00'
L32	S01°24'57"E	30.00'

PREPARED BY: MARK B. WARREN, P.S.M. NO. LS5312
CERTIFICATE OF AUTHORIZATION NO. LB-43

WilsonMiller

Planners · Engineers · Designers · Surveyors · Landscape Architects · Transportation Consultants

D-3697-728

INSTR # 2011000189557, Doc Type RPLT, Pages 4, Recorded 08/25/2011 at 04:00 PM,
Charlie Green, Lee County Clerk of Circuit Court, Deputy Clerk ARLEEN

INSTRUMENT NUMBER 2011000189557

SHEET 1 OF 4

HAWTHORNE PHASE 2B

BEING A REPLAT OF LOTS 258 THROUGH 269 HAWTHORNE PHASE 2 (INSTRUMENT NO. 2007000008773) AND A REPLAT OF LOTS 270 THROUGH 283, HAWTHORNE PHASE 2A (INSTRUMENT NO. 2007000167631), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

RWA INC.
CONSULTING
• Planning • Civil Engineering
• Surveying & Mapping
6810 WILLOW PARK DRIVE, SUITE 200
NAPLES, FLORIDA 34109
(239) 597-0575 FAX: (239) 597-0578
www.consult-rwa.com
FLORIDA CERTIFICATE OF AUTHORIZATION #6952

THIS DOCUMENT PREPARED BY:
MICHAEL A. WARD, LB 6301

DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS THAT CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, THE OWNER OF THE LANDS DESCRIBED HEREIN, HAS CAUSED THIS PLAT OF HAWTHORNE PHASE 2B BEING A REPLAT OF LOTS 258 THROUGH 269 HAWTHORNE PHASE 2 (INSTRUMENT NO. 2007000008773) AND A REPLAT OF LOTS 270 THROUGH 283, HAWTHORNE PHASE 2A (INSTRUMENT NO. 2007000167631), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA TO BE MADE AND DOES HEREBY MAKE THE FOLLOWING DEDICATIONS:

1. TO CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, THE SPECIAL DRAINAGE EASEMENTS (SDE) FOR DRAINAGE WITHOUT MAINTENANCE RESPONSIBILITY.

2. TO THE HAWTHORNE COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS:

A) ALL DRAINAGE EASEMENTS (DE) INDICATED ON THE PLAT FOR DRAINAGE, STORMWATER MANAGEMENT PURPOSES AND ACCESS WITH RESPONSIBILITY FOR MAINTENANCE.

B) ALL ACCESS EASEMENTS (AE) FOR ACCESS, INGRESS AND EGRESS, AS SHOWN ON THIS PLAT WITH RESPONSIBILITY FOR MAINTENANCE.

C) ALL LAKE MAINTENANCE EASEMENTS (LME) FOR LAKE DRAINAGE AND MAINTENANCE PURPOSES, WITH RESPONSIBILITY FOR MAINTENANCE.

D) ALL SPECIAL DRAINAGE EASEMENTS (SDE) FOR DRAINAGE AND MAINTENANCE PURPOSES, WITH RESPONSIBILITY FOR MAINTENANCE.

3. TO BONITA SPRINGS UTILITIES, INC., AND ITS SUCCESSORS AND ASSIGNS, IS HEREBY GRANTED A PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENT AND RIGHT-OF-WAY, UPON, OVER, ACROSS, AND BELOW THE SURFACE OF THE PUBLIC UTILITY EASEMENTS (PUE) DESCRIBED AND/OR DEPICTED ON THIS PLAT FOR THE PURPOSES OF CONSTRUCTION, OPERATION, MAINTENANCE IMPROVING OR REPLACING ONE OR MORE WATER, SEWER AND/OR UTILITY TRANSMISSION OR DISTRIBUTION LINES, AND ALL NORMAL APPURTENANCES THERETO:

A) ALL POTABLE WATER DISTRIBUTION LINES CONSTRUCTED WITHIN THE PLATTED AREA UPON ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT REGULATIONS.

C) ALL SEWER FACILITIES CONSTRUCTED WITHIN THE PLATTED AREA AND THE SEWER FORCE MAIN UPON THE ACCEPTANCE OF THE IMPROVEMENTS REQUIRED BY THE APPLICABLE LAND DEVELOPMENT REGULATIONS.

3. TO THE RESPECTIVE GOVERNMENTAL AGENCIES AND ALL LICENSED PRIVATE AND PUBLIC UTILITIES HAVING AUTHORITY TO PROVIDE FOR SUCH SERVICES INCLUDING, BUT NOT LIMITED TO, TELEPHONE, CABLE TELEVISION SERVICES, ELECTRICITY AND GAS (PROVIDED THAT SUCH USES BE SUBJECT TO, AND NOT INCONSISTENT WITH, THE USE BY BONITA SPRINGS UTILITIES):

A) ALL EASEMENTS HEREIN SHOWN AS "PUBLIC UTILITY EASEMENT" (PUE) FOR THE PURPOSE OF OPERATING THEIR RESPECTIVE FACILITIES.

4. TO THE CITY OF BONITA SPRINGS:

A) ALL DRAINAGE EASEMENTS (DE) WITHOUT RESPONSIBILITY ON THE PART OF THE CITY OF BONITA SPRINGS FOR MAINTENANCE.

B) ALL LAKE MAINTENANCE EASEMENTS (LME) WITHOUT RESPONSIBILITY ON THE PART OF THE CITY OF BONITA SPRINGS FOR MAINTENANCE.

C) ALL ACCESS EASEMENTS (AE) WITHOUT RESPONSIBILITY ON THE PART OF THE CITY OF BONITA SPRINGS FOR MAINTENANCE.

5. TO THE CITY OF BONITA SPRINGS, THE 13 FOOT WIDE BONITA SPRINGS SWALE EASEMENT (B.S.S.E.) CROSSING LOTS 293, 294, 295, 296 AND 297 ARE GRANTED RIGHT, PRIVILEDGE, AND AUTHORITY TO CONVEY VARYING STORMWATER FLOW RATES AND VOLUMES WITHIN THE NORMAL OPERATING CAPACITY(IES) OF THE SWALE LOCATED WITHIN THE STORMWATER CONVEYANCE EASEMENT BY FURTHERANCE OF A STORMWATER MANAGEMENT SYSTEM, WITH THE ADDITIONAL RIGHT, PRIVILEDGE AND AUTHORITY TO INSTALL, REMOVE, REPLACE, REPAIR, AND MODIFY APPURTENANCES (INTAKE AND OUTLET CONDITIONS/CONFIGURATIONS) TO SAID SYSTEM FOR WATER QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY FACILITY(ES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE STORMWATER CONVEYANCE EASEMENT AREA WILL REMAIN WITH THE CITY OF BONITA SPRINGS. THE HAWTHORNE COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER CONVEYANCE EASEMENT AREA AND THE SWALE. THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND FOR PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

6. TO THE CITY OF BONITA SPRINGS, THE 13 FOOT WIDE BONITA SPRINGS DRAINAGE EASEMENT (B.S.D.E.) CROSSING LOTS 291, 292, 266, 267, 268, 269, 270, 276, 277 AND 278 ARE GRANTED RIGHT, PRIVILEDGE, AND AUTHORITY TO CONVEY VARYING STORMWATER FLOW RATES AND VOLUMES WITHIN THE NORMAL OPERATING CAPACITY(IES) OF THE 19"L36" ELLIPTICAL REINFORCED CONCRETE PIPE (LRCP) WITHIN THE STORMWATER CONVEYANCE EASEMENT BY FURTHERANCE OF A STORMWATER MANAGEMENT SYSTEM, WITH THE ADDITIONAL RIGHT, PRIVILEDGE AND AUTHORITY TO INSTALL, REMOVE, REPLACE, REPAIR, AND MODIFY APPURTENANCES (INTAKE AND OUTLET CONDITIONS/CONFIGURATIONS) TO SAID SYSTEM FOR WATER QUANTITY, WATER QUALITY, OR WATER CONSERVATION ENHANCEMENT FACILITIES IN ACCORDANCE WITH APPROPRIATE PERMITS ISSUED FOR CONSTRUCTION, OPERATION, AND MAINTENANCE. TITLE TO ANY FACILITY(ES) CONSTRUCTED BY THE CITY OF BONITA SPRINGS IN THE STORMWATER CONVEYANCE EASEMENT AREA AND THE 19"L30" ELLIPTICAL REINFORCED CONCRETE PIPE (LRCP), THE CITY OF BONITA SPRINGS FURTHER HAS THE RIGHT, BUT NOT THE OBLIGATION OF MAINTENANCE, AND FOR PROVISIONS FOR INSPECTION, MONITORING, AND MAINTENANCE ACCESS.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE DEDICATIONS TO BE MADE THIS 15th DAY OF July 2011.

CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP

BY: CENTEX REAL ESTATE CORPORATION,
A NEVADA CORPORATION, ITS
MANAGING GENERAL PARTNER

BY: Richard McCormick
RICHARD MCCORMICK
VICE PRESIDENT - LAND DEVELOPMENT
SOUTH FLORIDA DIVISION

WITNESS: Heidi A. Applewhite
PRINTED NAME

WITNESS: Bruce Butler
PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Lee

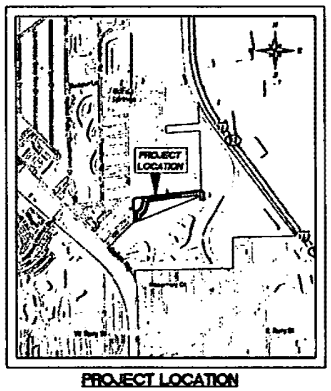
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF July 2011, BY RICHARD MCCORMICK VICE PRESIDENT - LAND DEVELOPMENT, SOUTH FLORIDA DIVISION, CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, THE MANAGING GENERAL PARTNER OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC (SIGNATURE) — NOTARY PUBLIC (TITLE OR RANK)

Bruce Butler
NOTARY PUBLIC (PRINT OR STAMPED) — NOTARY PUBLIC SEAL & COMMISSION NO. AND MY COMMISSION EXPIRES: 8/11/14

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL LINES ARE RADIAL TO CIRCULAR CURVE UNLESS NOTED AS NON-RADIAL (NR)
3. LEGEND AND ABBREVIATIONS:
   - C1 = SEE CURVE TABLE
   - L1 = SEE LINE TABLE
   - NR = NON-RADIAL
   - AE = ACCESS EASEMENT
   - DE = DRAINAGE EASEMENT
   - PUE = PUBLIC UTILITY EASEMENT
   - LME = LAKE MAINTENANCE EASEMENT
   - SDE = SPECIAL DRAINAGE EASEMENT (RESERVED FOR CENTEX)
   - SE = SEWER EASEMENT
   - SF = SQUARE FEET
   - NR = NON RADIAL
   - BSSE = BONITA SPRINGS SWALE EASEMENT
   - BSDE = BONITA SPRINGS DRAINAGE EASEMENT
   - CI = PRM, FOUND PERMANENT REFERENCE MONUMENT, CONCRETE MONUMENT WITH METAL DISK IN TOP BEARING "LB 43"
   - SI = PRM, SET PERMANENT REFERENCE MONUMENT, 5/8" IRON PIN WITH CAP BEARING "PRM SET, PRM LB6952"
   - N 73000.053 = NORTHING STATE PLANE COORDINATE (NAD83), FLORIDA WEST ZONE
   - E 72000.033 = EASTING STATE PLANE COORDINATE (NAD83), FLORIDA WEST ZONE
4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), 1990 ADJUSTMENT, FLORIDA STATE PLANE, WEST ZONE (0901), FOOT GPS NETWORK. A REFERENCE BEARING OF S02°53'56"W WAS ESTABLISHED ON THE SOUTHERLY TRACT LINE OF LOTS 258 THROUGH 269, SHOWN HEREON.
5. DECLARATION OF COVENANTS AND RESTRICTIONS FOR HAWTHORNE RECORDED IN INSTRUMENT #2006000061583 PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



PROJECT LOCATION

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEE COUNTY.

LEGAL DESCRIPTION

LOTS 258 THROUGH 269 HAWTHORNE PHASE 2 (INSTRUMENT NO. 2007000008773) AND LOTS 270 THROUGH 283, HAWTHORNE PHASE 2A (INSTRUMENT NO. 2007000167631), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

CONTAINING 406337 SQUARE FEET OR 18.48 ACRES MORE OR LESS.

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY THE CITY OF BONITA SPRINGS. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

CITY APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA THIS 24th DAY OF August 2011.

BEN L. NELSON, JR., MAYOR — DAWNE LYNN, CITY CLERK

APPROVED AS TO FORM

DAVID M. MADER, ASSISTANT CITY ATTORNEY

REVIEW BY THE DESIGNATED CITY FIRM ON BEHALF OF THE CITY OF BONITA SPRINGS DETERMINED THAT THIS PLAT IS IN CONFORMITY TO THE REQUIREMENTS OF F.S. CH. 177, PART I.

GERALD WILLIAM REED, PSM, PROFESSIONAL SURVEYOR AND MAPPER

CLERK'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 2B BEING A REPLAT OF LOTS 258 THROUGH 269 HAWTHORNE PHASE 2 (INSTRUMENT NO. 2007000008773) AND A REPLAT OF LOTS 270 THROUGH 283, HAWTHORNE PHASE 2A (INSTRUMENT NO. 2007000167631), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 3:58 P.M. THIS 25th DAY OF August 2011 AND DULY RECORDED AS INSTRUMENT NUMBER 2011000189557 IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CHARLIE GREEN, CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF HAWTHORNE PHASE 2B BEING A REPLAT OF LOTS 258 THROUGH 269 HAWTHORNE PHASE 2 (INSTRUMENT NO. 2007000008773) AND A REPLAT OF LOTS 270 THROUGH 283, HAWTHORNE PHASE 2A (INSTRUMENT NO. 2007000167631), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES. I FURTHER CERTIFY THE PERMANENT REFERENCE MONUMENTS (PRM) WERE PLACED AS THE LOCATIONS SHOWN ON THE PLAT.

MICHAEL A. WARD, FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, RWA, INC., FLORIDA CERTIFICATE OF AUTHORIZATION No. 6952
6810 WILLOW PARK DRIVE
NAPLES FLORIDA 34109

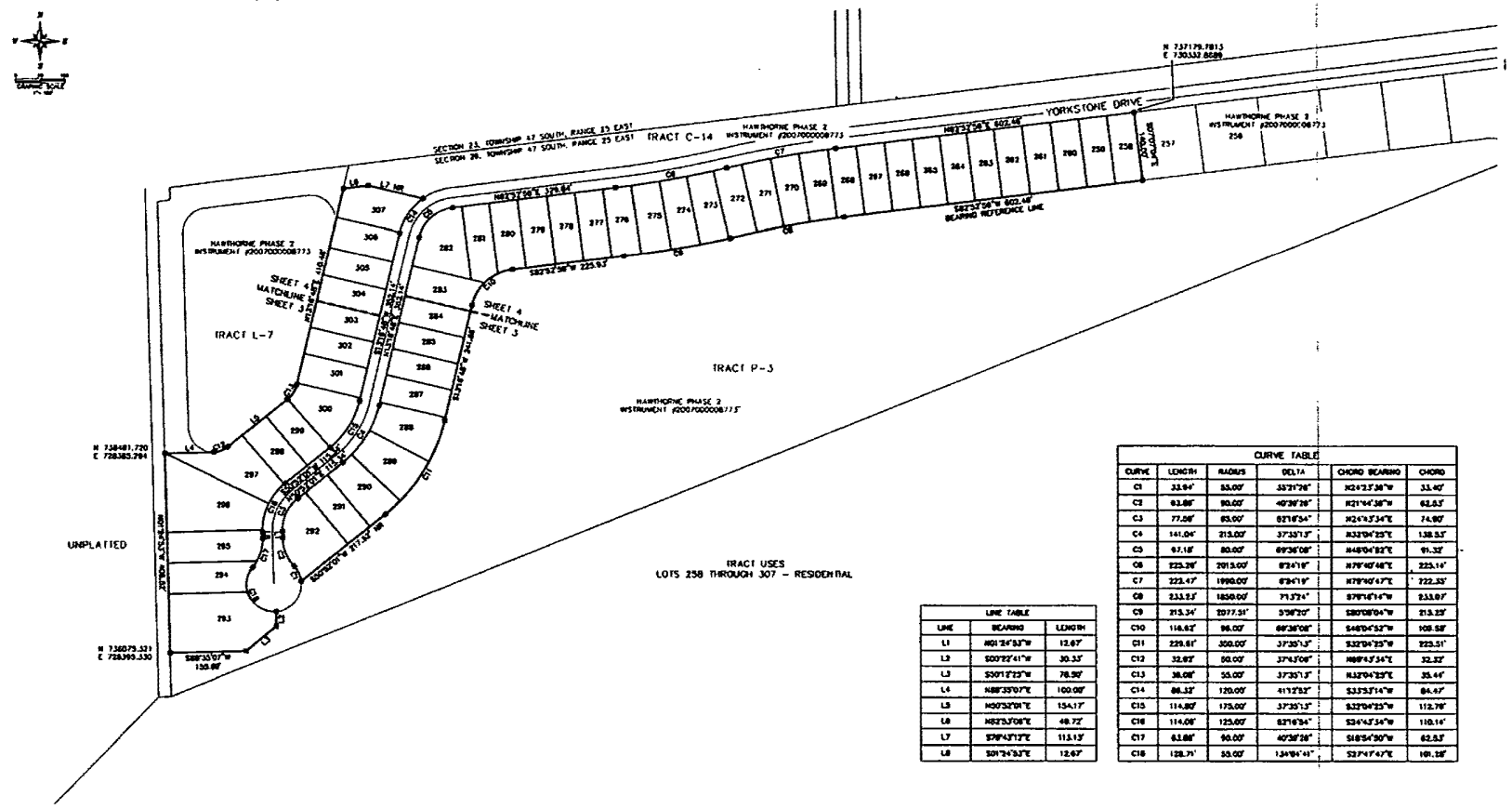
INSTRUMENT NUMBER 2011000189557

SHEET 2 OF 4

HAWTHORNE PHASE 2B

BEING A REPLAT OF LOTS 258 THROUGH 269 HAWTHORNE PHASE 2 (INSTRUMENT NO. 2007000008773) AND A REPLAT OF LOTS 270 THROUGH 283, HAWTHORNE PHASE 2A (INSTRUMENT NO. 2007000167631), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

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FLORIDA CERTIFICATE OF AUTHORIZATION #6052
THIS INSTRUMENT PREPARED BY:
MICHAEL A. WARD, LB 5301



LINE TABLE

LINE	BEARING	LENGTH
L1	N01°24'53"W	12.67'
L2	S00°22'41"W	30.33'
L3	S30°12'23"W	78.50'
L4	N89°35'07"E	100.00'
L5	N00°52'01"E	154.17'
L6	N82°53'08"E	48.72'
L7	S78°43'12"E	113.13'
L8	S01°24'53"E	12.67'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	33.94'	55.00'	35°21'26"	N24°23'36"W	33.40'
C2	63.88'	90.00'	40°39'39"	N21°44'38"W	62.53'
C3	77.08'	85.00'	52°16'54"	N24°43'34"E	74.80'
C4	141.04'	213.00'	37°35'13"	N33°04'23"E	138.53'
C5	97.18'	80.00'	69°36'08"	N48°04'32"E	91.32'
C6	223.26'	2915.00'	4°23'19"	N79°40'46"E	223.14'
C7	222.47'	1990.00'	6°24'19"	N79°40'47"E	222.35'
C8	233.53'	1850.00'	7°13'24"	S79°16'16"W	233.07'
C9	213.34'	2077.31'	5°38'20"	S80°08'04"W	213.25'
C10	116.62'	96.00'	69°36'08"	S48°04'32"W	109.58'
C11	229.81'	300.00'	37°35'13"	S33°04'23"W	223.51'
C12	32.92'	50.00'	37°43'06"	N69°43'34"E	32.32'
C13	38.08'	55.00'	37°35'13"	N33°04'23"E	35.44'
C14	86.33'	120.00'	41°12'52"	S33°53'14"W	84.47'
C15	114.80'	175.00'	37°35'13"	S33°04'23"W	112.78'
C16	114.08'	125.00'	52°16'54"	S34°43'34"W	110.14'
C17	63.88'	90.00'	40°39'39"	S18°54'50"W	62.53'
C18	128.71'	55.00'	134°04'41"	S37°47'47"E	101.28'

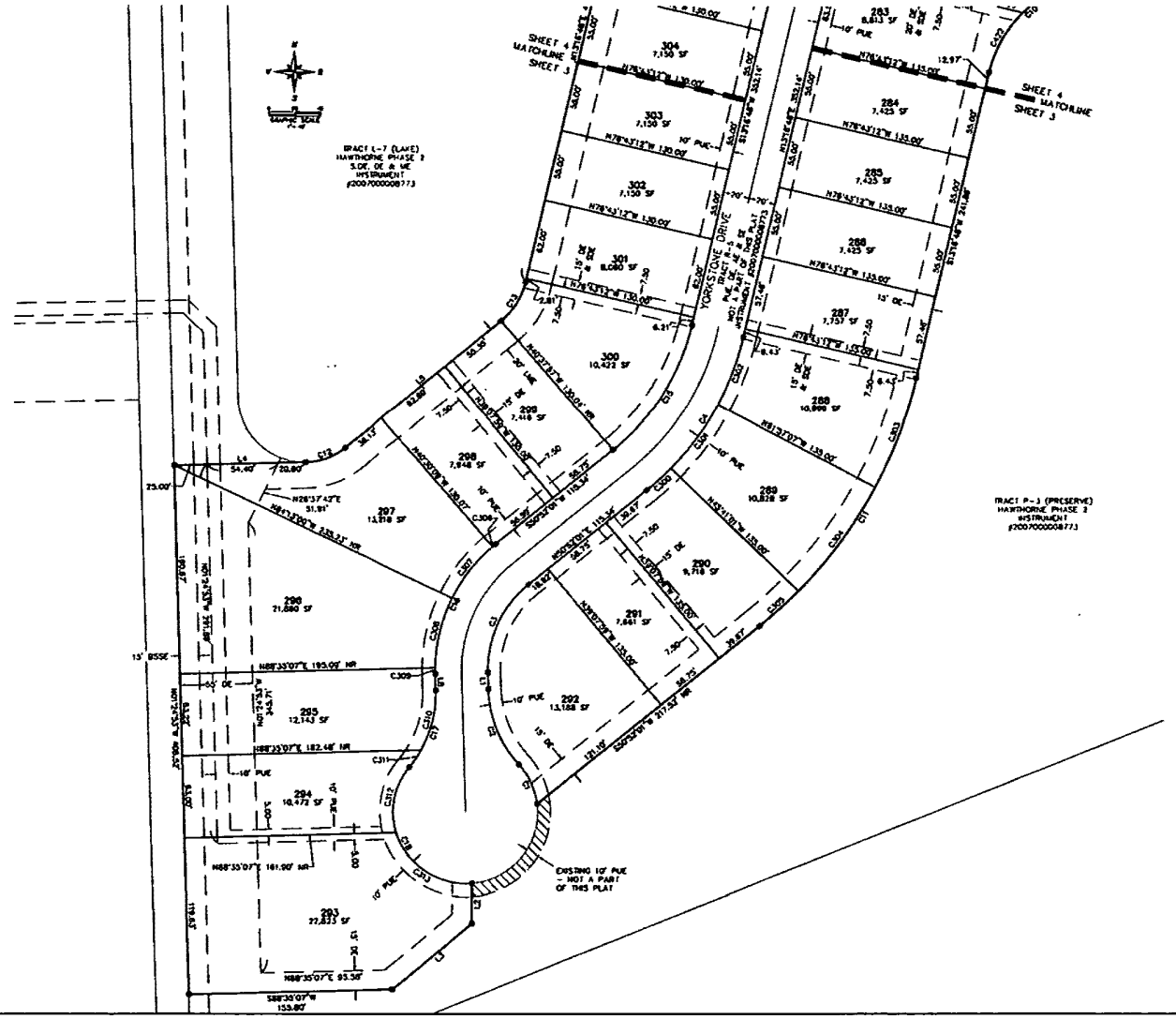
INSTRUMENT NUMBER 2011000189557

SHEET: 3 OF 4

HAWTHORNE PHASE 2B

BEING A REPLAT OF LOTS 258 THROUGH 269 HAWTHORNE PHASE 2 (INSTRUMENT NO. 2007000008773) AND A REPLAT OF LOTS 270 THROUGH 283, HAWTHORNE PHASE 2A (INSTRUMENT NO. 2007000167631), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

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THIS INSTRUMENT PREPARED BY:
MICHAEL A. WARD, LS 6301



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	33.94'	55.00'	35°21'38"	N24°53'38"W	33.40'
C2	63.88'	90.00'	40°39'28"	N21°44'36"W	62.53'
C3	77.58'	83.00'	53°32'34"	N24°43'34"E	74.80'
C4	141.04'	315.00'	37°35'13"	N33°04'25"E	138.53'
C10	116.82'	98.00'	68°36'08"	S48°04'52"W	109.58'
C11	229.61'	350.00'	37°35'13"	S33°04'25"W	225.51'
C12	32.92'	50.00'	37°43'08"	N69°43'34"E	32.33'
C13	36.08'	55.00'	37°35'13"	S33°04'25"W	35.44'
C15	114.80'	173.00'	37°35'13"	S33°04'25"W	112.76'
C16	114.08'	125.00'	52°18'54"	S24°43'34"W	110.14'
C17	63.88'	90.00'	40°39'28"	S18°34'50"W	62.53'
C18	128.71'	55.00'	134°04'41"	S27°47'47"E	101.28'
C300	24.56'	315.00'	6°33'03"	N47°35'30"E	24.57'
C301	61.04'	315.00'	18°16'05"	N38°10'58"E	60.84'
C302	55.42'	315.00'	14°46'05"	N20°39'51"E	55.35'
C303	80.21'	350.00'	14°46'05"	N20°39'51"E	80.00'
C304	99.36'	350.00'	16°16'05"	N38°10'58"E	99.04'
C305	40.02'	350.00'	6°33'03"	N47°35'30"E	39.99'
C306	2.99'	125.00'	1°22'10"	S50°18'58"W	2.99'
C307	50.69'	125.00'	23°13'47"	S37°58'23"W	50.51'
C308	55.45'	125.00'	25°23'05"	S1°28'31"W	55.00'
C309	4.76'	125.00'	2°10'52"	S50°19'27"E	4.76'
C310	48.04'	90.00'	30°35'14"	N13°52'45"E	47.48'
C311	15.82'	90.00'	10°04'12"	N34°12'28"E	15.80'
C312	53.52'	55.00'	55°45'13"	S11°21'53"W	51.43'
C313	73.19'	55.00'	76°16'28"	S33°40'23"E	68.47'

LINE TABLE

LINE	BEARING	LENGTH
L1	N01°24'53"W	12.87'
L2	S00°22'41"W	30.33'
L3	S50°18'25"W	78.50'
L4	N88°35'07"E	100.00'
L5	N30°52'01"E	134.17'
L6	S01°24'53"E	12.87'

INSTRUMENT NUMBER 2011000189657

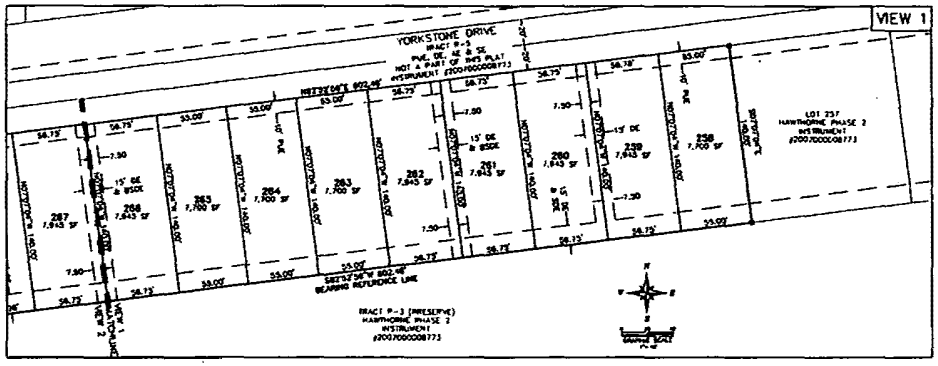
SHEET 4 OF 4

HAWTHORNE PHASE 2B

BEING A REPLAT OF LOTS 258 THROUGH 269 HAWTHORNE PHASE 2 (INSTRUMENT NO. 2007000008773) AND A REPLAT OF LOTS 270 THROUGH 283, HAWTHORNE PHASE 2A (INSTRUMENT NO. 2007000167631), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

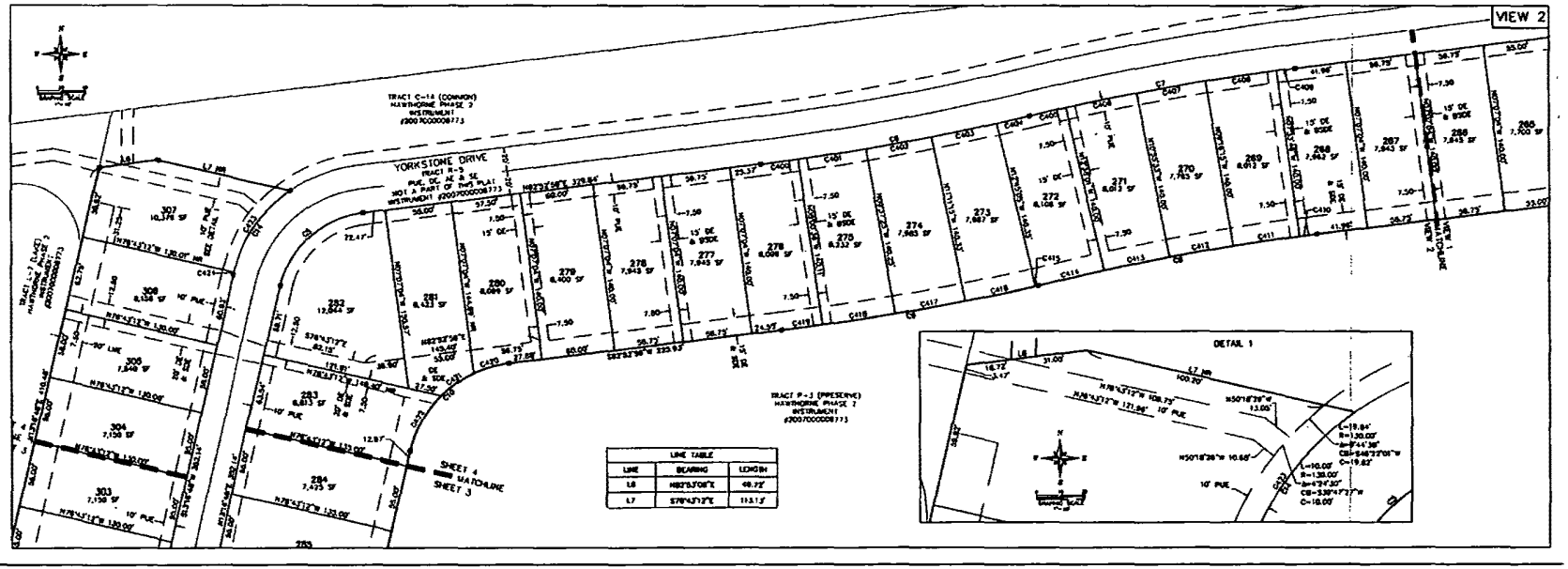
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FLORIDA CERTIFICATE OF AUTHORIZATION #6852

THIS INSTRUMENT PREPARED BY:
MICHAEL A. WARD, LS 6301



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C5	97.18'	60.00'	89°30'00"	N48°04'52"E	91.32'
C6	225.28'	2013.00'	6°24'19"	N79°40'48"E	225.14'
C7	222.47'	1960.00'	6°30'19"	N79°37'47"E	222.35'
C8	233.23'	1850.00'	7°13'24"	S79°15'14"W	233.07'
C9	215.34'	2077.91'	5°56'26"	S80°08'04"W	215.25'
C10	116.62'	86.00'	89°26'08"	S48°04'52"W	105.58'
C14	86.33'	120.00'	41°12'52"	S33°53'14"W	84.47'
C400	31.38'	2013.00'	0°53'32"	N82°26'10"E	31.38'
C401	58.74'	2013.00'	1°39'48"	N81°10'39"E	58.74'
C402	55.00'	2015.00'	1°33'80"	N79°35'40"E	54.99'
C403	55.00'	2013.00'	1°33'80"	N78°01'50"E	54.99'
C404	37.14'	2013.00'	0°46'19"	N76°51'46"E	37.14'
C405	30.88'	1990.00'	0°53'22"	S79°30'18"W	30.88'
C406	59.32'	1990.00'	1°42'28"	S78°15'13"W	59.31'
C407	57.46'	1990.00'	1°39'19"	S76°54'06"W	57.46'
C408	59.32'	1990.00'	1°42'28"	S75°34'59"W	59.31'
C409	15.46'	1990.00'	0°26'42"	S82°36'35"W	15.46'
C410	14.37'	1850.00'	0°26'42"	S82°36'35"W	14.37'
C411	55.14'	1850.00'	1°42'28"	S81°34'59"W	55.14'
C412	53.44'	1850.00'	1°39'39"	S79°54'06"W	53.44'
C413	55.14'	1850.00'	1°42'28"	S78°13'13"W	55.14'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C414	55.14'	1850.00'	1°42'28"	S76°30'46"W	55.13'
C415	2.62'	2077.91'	0°04'30"	N77°12'04"E	2.62'
C416	56.83'	2077.91'	1°37'51"	N78°02'55"E	56.83'
C417	58.83'	2077.91'	1°37'30"	N79°40'15"E	58.82'
C418	66.89'	2077.91'	1°46'26"	N81°18'00"E	66.89'
C419	34.37'	2077.91'	0°56'53"	N82°37'48"E	34.37'
C420	30.13'	96.00'	17°58'27"	S73°53'42"W	29.99'
C421	33.23'	96.00'	19°50'09"	S54°39'24"W	33.07'
C422	53.27'	96.00'	31°47'32"	S29°10'34"W	52.58'
C423	64.50'	120.00'	49°30'51"	S34°18'13"W	62.77'
C424	1.62'	120.00'	0°52'51"	S13°43'49"W	1.62'



LINE TABLE		
LINE	BEARING	LENGTH
L6	N82°53'08"E	48.72'
L7	S78°47'13"E	113.51'

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF HAWTHORNE COMMUNITY ASSOCIATION, INC.

These are the Amended and Restated Articles of Incorporation of Hawthorne Community Association, Inc., originally filed with the Florida Department of State on the 21st day of November 2005, under Charter Number N05000011788. Amendments included have been added pursuant to Chapter 617, Florida Statutes (2021).

For historical reference, the name of the original incorporator, and his address at the time of incorporation, was Timothy J. Ruemler, 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108. The street address of the initial registered office was 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108 and the name of the initial registered agent was Timothy J. Ruemler. The name and address of the current registered office is Vesta Property Services, Inc., 27180 Bay Landing Drive, Suite 4, Bonita Springs, FL 34135. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. **NAME**. The name of the corporation is HAWTHORNE COMMUNITY ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Covenants, Conditions, and Restrictions as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. **PURPOSE.** The purpose for which the Association is organized is to serve as a "Homeowners' Association" as described in Section 720.301, Florida Statutes, including, but not limited to, the power to operate, administer, and manage the Common Areas in Hawthorne in accordance with the Declaration and other Governing Documents, and to provide for the architectural control and the administration and enforcement of covenants and restrictions applicable to the Parcels in Hawthorne.

3. **DEFINITIONS**. The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Conditions, and Restrictions for Hawthorne, recorded at Instrument No. 2006000061683, of the Public Records of Lee County, Florida, and as subsequently amended (the "Declaration"), and as provided in the Act (as defined in the Declaration), unless herein provided to the contrary, or unless the context otherwise requires.

4. **POWERS.** The powers of the Association shall include the following:

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4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or the Bylaws.

4.2 Enumeration. The Association shall have all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be limited by the Declaration, these Articles, and the Bylaws (all as they may be amended from time to time), including, but not limited to, the following:

4.2.1 To make and collect Assessments and other Charges against Members as Owners of Parcels within Hawthorne, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, license, and trade both real and personal property and to grant easements and licenses as to same as may be necessary or convenient in the administration of the Association.

4.2.3 To maintain, repair, replace, reconstruct, add to, improve, and operate the Common Areas and other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Association's property and insurance for the protection of the Association, and its Officers, Directors, and other persons or entities deemed appropriate by the Association.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Parcels, and the Common Areas, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Parcels, as may be provided by the Declaration.

4.2.7 To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.8 To contract for the management of the Association and any facilities used by the Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board of Directors or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Association.

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4.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

4.2.11 To operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of South Florida Water Management District Permit and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

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

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5. MEMBERS AND VOTING. The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

5.1 Members. The membership of the Association shall be comprised of the Owner Members. The Owner of every Parcel shall become an Owner Member upon recordation in the Public Records of an instrument establishing the ownership by said Owner of such Parcel. Each such Owner shall notify the Association of said recordation within thirty (30) days thereof and shall transmit to the Association true copies of such instrument.

5.2 Voting Rights. Each Member shall possess one vote for any Parcel owned by such Member.

5.3 Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

6. TERM OF EXISTENCE. The Association shall have perpetual existence; however, if the Association is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation.

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7. **OFFICERS.** The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. **DIRECTORS.**

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

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9. **BYLAWS.** The Bylaws of this corporation may be altered, amended or repealed in the manner provided in the Bylaws.

10. **AMENDMENTS.** These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

10.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least a majority of the Voting Interests of the

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Association present, in person or by proxy, and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its

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equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 11.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the duty to indemnify him or her against such liability under the provisions of this Article.

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AMENDED AND RESTATED
BYLAWS
OF
HAWTHORNE COMMUNITY ASSOCIATION, INC.

1. **IDENTITY.** These are the Amended and Restated Bylaws (hereinafter "Bylaws") of Hawthorne Community Association, Inc. (the "Association"), a not-for-profit corporation organized under the laws of Florida for the purpose of operating Hawthorne (the "Community") pursuant to the Florida Not-For-Profit Corporation Act, as it may be amended from time to time, and as a homeowners' association pursuant to Florida Statute Chapter 720, as it same may be amended from time to time (the "Act").

1.1 **Office.** The office of the Association shall be at such location, as may from time to time be determined by the Board (the "Board").

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board.

1.3 **Seal.** The corporate seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 **Definitions.** The definitions set forth in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hawthorne, as amended from time to time (the "Declaration"), and the Act shall apply to terms used in these Bylaws.

2. **MEMBERS.**

2.1 **Qualifications.** The Members of the Association shall be the record Owners of legal title to the Parcels in the Community. Membership shall become effective after approval by the Association as required by the Declaration, and upon recording in the Public Records of Lee County, Florida, a deed or other instrument evidencing legal title to a Parcel. A copy of the recorded deed or other instrument evidencing legal title to a Parcel must be supplied to the Association within thirty (30) days of recordation of the instrument.

2.2 **Voting Interests.** The Members of the Association are entitled to one (1) vote for each Parcel owned by them. The total number of Voting Interests equals the total number of Parcels subject to the Declaration (i.e., 463). Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Areas and Common Surplus owned. However, suspended

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Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. If a Parcel is owned by multiple individuals, such as spouses, any record Owner may vote on behalf of the Parcel. If a Parcel is owned by a corporation, any officer may vote on behalf of said corporation. If a Parcel is owned by a partnership, any general partner may vote on behalf of the partnership. If a Parcel is owned in trust, any trustee of a trust shall be entitled to vote. If a Parcel is owned by a limited liability company, any member, manager or Officer may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Parcel owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Parcel, unless the Parcel has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Parcel cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Parcel where the voting rights assigned to the Parcel are suspended pursuant to the terms of the Governing Documents and/or Florida law. A Voting Interest or consent right allocated to a Parcel or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests for any purpose, including, but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Governing Documents and/or Florida law.

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

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in Article 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

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

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3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time. The annual meeting shall be held on a day and at a time and place designated by the Board, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by the Board, and shall be called by the President or Secretary within a reasonable time of receipt of petition of the Members, holding at least thirty percent (30%) of the entire Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all Members' meetings, whether the annual meeting or a special meeting, must state the time, date, and place of the meeting. The notice of all Members' meetings must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for providing the Association with notice of any change of address. The Association shall only be obligated to mail or deliver notice to one (1) location, no matter how many persons own a Parcel and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Parcel. The notice of all Members' meetings must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the Officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting and attends solely to object to notice. A Member may waive notice of any meeting at any time, but only by written waiver or attendance. Notice to the Members of meetings of the Board, meetings of a Committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted or posted as provided by law. Consent by a Member to receive notice by electronic transmission must be in writing, if required by law, and shall be revocable, as provided by law.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least twenty percent (20%) of the votes of the entire Voting Interests. Those Members whose voting rights are suspended pursuant to the

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terms of the Governing Documents and/or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast, in person or by proxy, at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxies; Voting. To the extent lawful, any Member entitled to attend and vote at a Members' meeting may establish his or her presence and cast his or her vote by proxy. Only Members or the spouse of a Member may be delegated (including through use of a Power of Attorney) the right to vote at Association meetings, to hold proxies, or attend Association meetings provided that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as an eligible proxyholder and may permit such persons to attend Association meetings. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present and voting, in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice to all Members of the time and place of its continuance, provided that the specific date, time and location of the adjourned meeting was announced at the original meeting. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

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3.8.1 Call to order by the President;

3.8.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

3.8.3 Call of the roll or determination of quorum;

3.8.4 Proof of Notice;

3.8.5 Appointment by the President (or chairman) of inspectors of election;

3.8.6 Election of Directors;

3.8.7 Reading or disposal of minutes of the last Members' meeting;

3.8.8 Reports of Officers and Management, if any;

3.8.9 Reports of Committees, if any;

3.8.10 Unfinished business, if any;

3.8.11 New Business Designated on Agenda;

3.8.12 Adjournment.

The President shall preside over all membership meetings. In his or her absence, a Vice President shall preside, or in the absence of both, the membership shall select a Chairman (who need not be a Member or a Director); provided that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as Chairman.

3.9 Minutes. Minutes of all meetings of Members and of the Board shall be kept in a businesslike manner and available for inspection by Members, as provided by law.

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite number of Voting Interests to approve the action.

4. BOARD. The administration of the affairs of the Association shall be by a Board. All of the powers of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Homeowners' Association Act, and the Governing Documents, all as amended from time to time, shall be exercised exclusively by or under the direction of the Board, or a duly authorized Board member, Officer, Committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by

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Members when such is specifically required. In the event of a question or dispute whether a Board power has been properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and such ratification shall relate back to the act in question unless otherwise specified by the Board.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board shall be five (5). All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one (1) or two (2) year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier term. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter terms, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term. Directors shall be elected in accordance with the Act, these Bylaws and the election rules, if any, and the process established and utilized by the Board. Not less than sixty (60) days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself or herself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resume by such deadline on one side of an 8 and 1/2" x 11" sheet of paper. Nominations from the floor shall not be accepted. Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of annual meeting to all Members, along with an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least twenty percent (20%) of the eligible Voting Interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the annual meeting. The use of secret balloting provided for in the Act shall be followed. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that the votes can be tallied prior to the annual meeting

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and the results announced at the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In the instance that no election is required, the Association shall only be required to send the Second Notice of Annual Meeting, a proxy and any other documents in the Board's discretion.

A Director's term ends at the adjournment of the second annual meeting following his or her election, unless he or she sooner dies, resigns, is recalled, or becomes ineligible for Board membership due to no longer owning a Parcel in the Community, or becomes ineligible under these Bylaws or the Act.

4.2 Qualifications. Directors must be Members eligible to vote or spouses of Members. When a Parcel is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter, as described in Article 2.2 of these Bylaws, and the spouses of such persons, shall be eligible for Board service. When a Parcel is held in trust, grantors, trustees and beneficiaries of the trust (provided that the beneficiaries occupies the Parcel), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy and such person is not identified on the deed to the Parcel as the grantor, trustee or beneficiary of the trust, a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. No two (2) individuals from the same Parcel shall be eligible to serve on the Board at the same time, unless they own more than one (1) Parcel, in which case eligibility is limited to one (1) Director per Parcel.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall of a majority of the Board by the Members, a majority of the remaining Directors or the sole remaining Director, though less than a quorum, may choose a successor to serve for the remainder of the unexpired term. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Director remains on the Board, the vacancy may be filled by the Members (via a special meeting of the Membership which may be called by a single Member) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by law.

4.4 Removal and Resignation of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by the Act. A Director who ceases to be Member of the Association (or spouse of a Member) or an eligible entity representative, a Director who is more than ninety (90) days delinquent in the payment of any financial obligation

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to the Association, a Director who is convicted of a felony in any state, or a Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall become ineligible for Board service on the date of such disqualification, delinquency, conviction, charge or indictment and his or her seat shall be deemed vacated as of that date. Any Director may resign his or her office at any time, in writing (including e-mail) addressed to any other Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

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

4.6 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President or the Board. Notice of meetings shall be given to each Director, personally or by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.7 Notice to Owners. A meeting of the Board occurs whenever a quorum of the Board simultaneously gathers (in person, by telephone, or video conferencing, or any combination thereof) to conduct Association business. All meetings of the Board shall be open to Members except for (a) meetings between the Board and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) meetings regarding personnel matters; and (c) such other meetings permitted to be closed by the Act. Notices of all Board meetings shall be posted conspicuously in the Community for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Members have the right to speak, for at least three (3) minutes, on any matter that is placed on the Board meeting agenda or is considered by the Board at a meeting. The Board may adopt reasonable, written rules governing the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, which rule must be consistent with the minimum requirements of the Act. Any Member may record meetings of the Board and meetings of the Members, but may not post such recordings on any website or other media which

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can readily be viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

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

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting for which a quorum is established shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. After a quorum has been established at a Board meeting, the subsequent withdrawal of any Directors, so as to reduce the number of Directors represented below the number required for a quorum, shall not affect the validity of any action taken by a majority of the Directors present at the meeting before or after such persons leave.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific date, time and place. No further notice needs to be given to Directors or Members, provided that the specific date, time and location of the adjourned meeting was announced at the original meeting.

4.12 The Presiding Officer. The President, or in his or her absence, a Vice-President, shall be the presiding Officer at all meetings of the Board. If neither is present, the presiding Officer shall be selected by majority vote of the Directors present; provided however, that the Board may designate agents of the Association (including, but not limited to, Association legal counsel or the Association's manager) as Chairman.

4.13 Compensation of Directors and Officers. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for actual and appropriate out-of-pocket expenses relating to the proper discharge of their respective duties, subject to any procedures adopted by the Board with respect to reimbursement. Assistant Officers may be compensated as approved by the Board.

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4.14 Committees. The Board may appoint from time to time such standing or temporary Committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. All Committee members, including the ARC, shall serve at the pleasure of the Board and may be removed with or without cause. Any such Committee shall have the powers and duties assigned to it in the resolution or motion creating the Committee. The Board shall review the composition of Committees annually, and shall consider the applications of those who have expressed an interest in service on a Committee. The Board shall endeavor to annually solicit Committee volunteers/applicants. Where required by the Act, Committee meetings shall be open to attendance by any Member, and notice of those Committee meetings shall be posted in the same manner as required in Article 4.7 above. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board.

4.15 Emergency Powers. In the event of any emergency, as defined in Article 19 of the Declaration, the Board may exercise the emergency powers described in this Article, and any other emergency powers authorized by law or the Governing Documents.

4.15.1 The Board may name assistant Officers, which assistant Officers shall have the same authority as the executive Officers to whom they are assisting during the period of the emergency, to accommodate the incapacity or unavailability of any Officer of the Association.

4.15.2 The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

4.15.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum. The Board may hold meetings by means of teleconference or video conference.

4.15.4 The Board may cancel, reschedule or postpone meetings of the Members without need to give the notice initially required for such meeting and may require that in person participation at Association meetings, including voting in the election of Directors, be limited to remote attendance by means of teleconference or video conference, when believed appropriate by the Board in the interests of health, safety and welfare of the Owners and Residents.

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

4.15.6 The Board may adopt emergency assessments without approval of the Owners with such notice deemed practicable by the Board.

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4.15.7 The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Parcels and Common Areas, with notice given only as is practicable.

4.15.8 Any Officer or Director acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

5. OFFICERS.

5.1 Officers and Elections. The executive Officers of the Association shall be a President, one (1) or more Vice-Presidents, a Treasurer and a Secretary, all of whom must be Directors. All Officers shall be appointed annually by the Board. Any Officer may be removed with or without cause by vote of a majority of the Directors present at any properly noticed Board meeting. Any person may hold two (2) or more offices as long as he or she qualifies for both offices; except the President and Secretary may not be the same person. The Board may, from time to time, appoint such other Officers, including Assistant Officers, and designate their powers and duties, as the Board deems necessary to manage the affairs of the Association. Assistant Officers need not be Directors or Members.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing Committees. He or she shall have general and active management of the business of the Association, and shall see that all policies, orders and resolutions of the Board are carried into effect.

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

5.4 Secretary. The Secretary shall attend or provide for proper documentation of all meetings of the Board and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be kept. He or she shall give, or cause to be given, notice of all meetings of the Members and of the Board, and shall perform such other duties as may be prescribed by the Board or the President. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated, or the Association's attorney, manager, or management company.

5.5 Treasurer. The Treasurer shall be responsible for Association funds, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association,

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and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. He or she shall oversee the disbursement of the funds of the Association, and shall render to the Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's accountant, manager or management company.

5.6 Resignation of Officer. Any Officer may resign his or her office at any time, in writing (including e-mail) addressed to any Director, the manager or management company, Association legal counsel, or the Association's registered agent, and such resignation shall take effect from the time of its receipt by such person, unless some later time be fixed in the resignation, and then from that date. Resignations need not be accepted by the Board and cannot be rescinded after being given, even if not effective until a later date.

6. INDEMNIFICATION.

6.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

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6.2 Defense. To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 6.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 6. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

6.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

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

7.1 Depository. The depository of the Association, in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by

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checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board.

7.2 Budget. The Treasurer shall prepare and the Board shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

7.3 Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures or improvements, deferred maintenance or contingencies. Board adopted reserve funds may be spent for any purpose approved by the Board except in cases where the use of reserves are restricted by the Act. The annual amounts proposed to be reserved shall be shown in the annual budget.

7.4 Contingency Funds. In addition to the reserves provided in Article 7.3 above, or in place of them, the Board may establish one (1) or more "contingency funds" for contingencies and operating expenses for the Association. The purpose of these contingency funds is to provide financial stability and to minimize the need for Special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget.

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

7.6 Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted, non-recurring expenses, or expenses due to budgetary shortfalls. Special Assessments may be adopted by the Board. Special Assessments are due on the day specified in the resolution or motion approving such Special Assessments. Except in an emergency, a Special Assessment may not be levied unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that a Special Assessment will be considered at the meeting and the nature of the proposed Special Assessment. Written notice of any meeting at which Special Assessments will

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be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting, except in the case of an emergency.

7.7 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one (1) time. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy. The Association may opt out of this requirement as provided in the Act.

7.8 Financial Reporting. The Board shall cause to be prepared an annual financial report as prescribed in the Act, unless waived as provided by law. The Association shall provide each Member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

7.9 Application of Payments. All payments made to the Association on account by an Owner shall be applied as specified in the Act.

8. RULES AND REGULATIONS: USE RESTRICTIONS. The Board may, from time to time, adopt and amend Rules and Regulations governing the Community subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use, transfer, maintenance, appearance of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Community or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or she or the Board designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

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10. FINING AND SUSPENSION. Pursuant to the Act, the Board may, but is not obligated to, impose reasonable fines against and suspend Common Area use rights of any Member or any Members' Tenant, Guest, or Invitee for the failure of the Owner or its Occupant, Licensee or Invitee to comply with any provision of the Governing Documents in accordance with the provisions of the Declaration and applicable law.

11. BYLAW AMENDMENTS. Amendments to the Bylaws shall be adopted in the following manner:

11.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

11.2 Proposed Amendment Format. Proposals to amend the existing Bylaws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

11.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

11.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least a majority of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

11.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Lee County, Florida, according to law.

11.6 Automatic Amendment. Whenever the Act, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Governing Documents, the Board may operate the Association pursuant to the less stringent requirements without the need to change the

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Governing Documents. The Board, without a vote of the Members, may also adopt by majority vote, amendments to the Governing Documents as the Board deems necessary to comply with such operational changes as may be authorized by future amendments to Chapters 607, 617 and the Act, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

12. MISCELLANEOUS.

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

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

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

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AMENDED AND RESTATED
RULES AND REGULATIONS
OF
HAWTHORNE COMMUNITY ASSOCIATION, INC.

The purpose of the Rules and Regulations for Hawthorne is to supplement, implement, interpret, clarify, and assist in the administration of the Governing Documents. The Declaration and Architectural Guidelines contain additional use restrictions.

It is the Residents' responsibility to read, understand, and abide by all requirements as stated in the Hawthorne Governing Documents, as well as state and federal laws, to avoid penalties and fines for any violations.

Any additions, improvements, or changes to the exterior of your Home, including landscaping, requires the approval of the Architectural Review Committee (ARC).

If in doubt when considering a project, err on the side of caution and submit an ARC request. See the Property Manager for details.

1. COMMON AREA

1.1 Fishing. Fishing is only allowed from shore of the common areas, your own property, or another Owner's property with permission from the respective Owner. There is no common area for the purpose of fishing behind single family homes.

1.2 Golf Carts. Golf carts are not allowed in the Hawthorne Community, unless licensed and street legal.

1.3 Car Covers. Vehicles draped with car covers may not be parked in any driveway or on any common areas.

1.4 Sidewalk Cleaning. Sidewalks will be cleaned at the discretion of the Board and will be included in the annual budget. Any additional cleaning will be the responsibility of the resident and any damage caused by an owner shall be financial responsibility of the owner.

1.5 Parked Vehicles. Motor homes, campers, boats, trailers, commercial vehicles, vehicles with signage and recreational vehicles that do not fit in the garage may not be parked in the driveway or on other common areas. Personal passenger vehicles must be parked in the garage or in the driveway. Vehicles should be registered with the appropriate agency and must be operational, with the exception of an emergency. No on-street parking is permitted for extended periods of time, including overnight. If you are having Guests for a period of time and parking becomes an issue, please contact the Property Manager for alternative arrangements.

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1.6 Skateboards. Skateboards are not permitted in the common areas, including sidewalks, amenity parking lots and tennis courts.

1.7 Tennis/Pickleball Courts. No activity other than playing the game of tennis or pickleball is permitted on the courts. No bicycle riding, rollerblading, skateboarding, hockey, etc. is permitted.

2. PETS

2.1 Animals and Pets

No Owner is permitted to keep a domestic pet (i.e., dogs, cats, and birds) without the prior written permission of the Board for each pet. A pet registration form is required to be completed by each resident prior to residency or if a pet is added to the residence. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any lanai, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Association, if any, provided this statement shall not require the Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon

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written notice by the Association, will be required to permanently remove the animal from the Property.

3. BOATS, RECREATIONAL VEHICLES AND COMMERCIAL VEHICLES

No trailer, boat, commercial vehicle, camper, motorcycle, or other vehicle, other than four-wheel passenger automobiles and other four-wheel passenger vehicles determined acceptable by the ARC, shall be permitted on or in any portion of Hawthorne unless fully enclosed in the garage. Vehicles must be registered with the appropriate agency and must be operational, with the exception of an emergency.

4. REAL ESTATE

4.1 Signs. All real estate yard signs must comply with the following specifications: Tan-colored 24"x18" sign with dark brown lettering supported by two (2) 4"x4" dark brown posts, one on each side (example can be provided by Property Manager). An additional 6" sales status banner may be added below the main sign. Signs may only be displayed when the Home is being actively marketed and removed from the property at the time of closing.

No other sign, display or advertisement may be displayed within the Community without prior written approval of the ARC. An Owner may display a security sign, provided by a contractor for security services, as permitted by the Act.

4.2 Open Houses. Open houses will be allowed 12 noon to 4:00 pm on Saturday and Sundays. Property owners/listing agents must register the open house with the gate keeper to allow entry to anyone attending the open house. Open house registration forms must be submitted to the Property Manager and guardhouse at least 24 hours in advance of the event.

4.3 Permitted Guests. It is the responsibility of the property owner/listing agent to notify the Property Manager and gate keeper, in advance, to grant permission for the potential buyer/lessee, appraiser, surveyor, and home inspector to access the Community.

4.4 HOA and Condo Applications/Registrations. It is the responsibility of the property owner/listing agent to ensure potential buyers/lessees are provided all Governing Documents, disclosures, applications and registrations.

4.5 Rental Advertisements. Pursuant to the Declaration and these Use Restrictions, no Home shall be leased for a term of less than one (1) month and no Home may be leased more than three (3) times in any 12-month period. Additionally, only the entire Home may be leased; separate rooms within the same Home may not be separately leased. Finally, the lease of any Home on a time-share basis is prohibited. Accordingly, no Owner nor anyone on their behalf, shall publish or cause to be published any advertisement, notice, solicitation or communication of any

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type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates or suggests that:

4.5.1 A Home may be leased for any period of less than one (1) month;

4.5.2 A Home may be leased more than three (3) times in any 12-month period;

4.5.3 Anything less than the entire Home may be leased;

4.5.4 Separate rooms within a Home may be leased separately; or

4.5.5 A Home may be leased on a time-share basis.

Publication of daily or weekly rates for rental of a Home shall constitute a violation of this Restriction unless accompanied by a specific disclaimer noting the above-stated leasing regulations.

5. GUESTS

Family members, friends, and business associates using Homes while the Owner is away must complete the Guest Registration Form and submit it to the Property Manager to ensure gate access is approved. The Association shall have the right to terminate the Guests' stay upon default by the Guest in observing any of the provisions of the Governing Documents, including any other agreement, document or instrument governing the Parcel.

6. VOLUNTEERS

There are a number of opportunities to volunteer in a community governed by a set of Covenants including membership on the Board of Directors and membership on a variety of Committees. Any member of the Board or Committee who violates these Covenants will be removed from their volunteer role at the discretion of the Board.

7. USE RESTRICTIONS

7.1 Nuisance. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Parcels or in or about any Improvements, or on any portion of Hawthorne, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Parcels which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Parcels or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any

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items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Parcel, or exposed to the view of other Owners without the prior written approval of the ARC.

7.2 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Parcel or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. The Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Parcel or Home shall be corrected by, and at the sole expense of the Owner of such Parcel.

7.3 Leases. No portion of a Home (other than an entire Home) may be rented and the lease or sale of any Home on a time-share basis is prohibited. All leases shall provide that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of the Declaration, the Articles, the Bylaws, these Use Restrictions, or of any other agreement, document or instrument governing the Parcels. No Home shall be leased for a term of less than one (1) month and no Home may be leased more than three (3) times in any calendar year. A copy of the lease must be provided to the Association prior to commencement of the lease. The Owner of a leased Home shall be jointly and severally liable with his or her Tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the Tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

In the event that an Owner is delinquent in the payment of his or her Assessments, the Association has the right to require such Owner's Tenant, if any, by written notice to such Tenant, to pay directly to the Association the rental fees ("Rent") due for such Parcel. The Association shall then deduct the delinquent Assessments for the Parcel from the Rent and forward the balance of the Rent to the Owner. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all Owners hereby appoint the Association its agent for such purpose.

7.4 Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Parcel, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Hawthorne, including any Common Area or any property contiguous to Hawthorne. Garbage, trash, refuse or rubbish that is required to be

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placed at the front of a Parcel in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pick-up. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters and other trash collection facilities shall be approved by the Association. All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view on the Parcel and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

7.5 Radio Transmission. No ham radios or radio transmission equipment shall be operated or permitted to be operated within Hawthorne without the prior written consent of the Association.

7.6 Clotheslines. No clothesline or clothes drying which is visible from outside a Parcel shall be undertaken or permitted on any portion of Hawthorne.

7.7 Temporary Buildings, Etc. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Hawthorne except in connection with construction, development, leasing or sales activities permitted under the Declaration or with the prior written consent of the Association. No temporary structure may be used as a residence.

7.8 Lakes and Canals. Owners shall not be permitted to operate any watercraft upon lakes and canals located within Hawthorne, if any. No docks shall be constructed within or adjacent to a lake or canal, if any. Owners are prohibited from using the lakes and canals, if any, for irrigation purposes. No swimming is permitted in the lakes and canals, if any.

7.9 Garages. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

7.10 Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, without the prior written consent of the Association.

7.11 Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, without the prior written approval of the ARC as set forth in the Declaration and Guidelines.

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7.12 Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

7.13 Mining, Drilling, or Excavation. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Property. Activities of the Association in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps for sprinkler systems as set forth below in compliance with applicable governmental requirements be deemed a Mining Activity.

7.14 Maintenance of Property. The Property and Improvements thereon shall be kept in a good, safe, clean, neat and attractive condition, and all Improvements thereon shall be maintained in a finished, painted and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said Property shall be permitted to grow to a height in excess of four inches (4") for improved property and ten inches (10") for unimproved property. During construction of a Home or other Improvement upon any portion of the Property, the Owner thereof shall be required to maintain said property in a clean condition and, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within thirty (30) days after the completion of construction of the Improvement on such portion of the Property, as evidenced by issuance of a certificate of occupancy, if applicable.

Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of the Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Expense Assessment from such Owner and the Association shall be entitled to lien rights upon such Parcel requiring such maintenance in accordance with the provisions of the Declaration.

7.15 Subdivision and Partition. No Parcel on the Property shall be subdivided.

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7.16 Casualty Destruction to Improvements. In the event a Home(s) and/or other Improvement(s) upon a Parcel(s) is damaged or destroyed by casualty, hazard or other loss then, within a reasonable period of time after such incident, the Owner(s) thereof shall either commence to rebuild or repair the damaged Home(s) or Improvement(s) upon obtaining ARC approval, if required hereunder, diligently continuing such rebuilding or repairing activities to completion or, upon a determination by the Owner(s) thereof that the Home(s) or Improvement(s) will not be repaired or replaced, promptly clear the damaged Home(s) or Improvement(s) and grass over and landscape such Parcel(s) as applicable, in a sightly manner consistent with Association's plan for beautification of Hawthorne. Any damaged or destroyed Home(s) and other Improvements shall only be repaired or replaced with Home(s) and other Improvements of a similar size and type as those damaged or destroyed and without substantial alteration from what existed prior to the damage or destruction, unless the prior written approval of the ARC is obtained.

7.17 Common Area. Nothing shall be stored and/or constructed within or removed from any Common Area, except with the prior written approval of the Association.

7.18 Lake Maintenance Easement. Any Improvement on a Parcel which is placed within a Lake Maintenance Easement, if any, shall be removed, if required by the Association. The cost of such removal shall be paid by such Owner(s) as an Individual Expense Assessment.

7.19 Boats, Recreational Vehicles and Commercial Vehicles. No trailer, boat, camper, or other vehicle, other than four-wheel passenger automobiles and other four-wheel passenger vehicles determined acceptable by the Board, shall be permitted on any portion of Hawthorne unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. Motorcycles are permitted on the Property, however, they are restricted to being parked in the garage only. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in Hawthorne.

7.20 Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas, if any, located on the Property. The foregoing, however, shall not: (i) apply to Owners who have construction in progress on their particular Parcel; (ii) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (iii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Hawthorne until it can be towed away; and (iv) apply to vehicles used in connection with construction, development or sales activities permitted under the Declaration.

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No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four-wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, the Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at Hawthorne. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or his or her Family members, Guests, Invitees or Tenants or their Family members, Guests, or Invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association.

7.21 Feeding Birds and Wildlife. Feeding birds and wildlife within Hawthorne is not allowed in an effort to keep rodents and other undesirable animals away from the homes. Storage containers remaining outside of the lanai and bird feeders containing seed are not permitted, as they attract rodents.

7.22 Water Supply. No individual water supply system for drinking purposes or household use shall be permitted on any Parcel, including for irrigation or sprinkler purposes.

7.23 Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

7.24 Garage Sales. No garage, estate, or similar onsite sales shall be permitted on any Parcel or any other area in Hawthorne unless approved in writing by the Board.

7.25 Electric Vehicles. All powered vehicles capable of exceeding 5 miles per hour are prohibited from use on the Hawthorne property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Hawthorne may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

7.26 Compliance with Governing Documents. Each Owner and their Family members, Guests, Invitees, and Tenants and their Family members, Guests and Invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Hawthorne. Such Owner shall be liable to the Association and shall

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pay the cost of any maintenance, repair or replacement of any real or personal property located on the Common Area rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Expense Assessment.

7.27 No Implied Waiver. The failure of the Association to object to a Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by the Association, or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

7.28 Hurricane Shutters. The Association is not responsible for the installation or removal of hurricane shutters in the event of a hurricane threat and Owners are solely responsible for the installation and removal of shutters. Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Parcel prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the requirements of the Governing Documents, including Article 3.8 of the Declaration; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to the Declaration. Standards for new shutters and other forms of hurricane protection is set forth in Article 17 of the Guidelines.

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HAWTHORNE COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL GUIDELINES

INTRODUCTION

1. INTRODUCTION

Article 4, ARCHITECTURE AND LANDSCAPING ("AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAWTHORNE") grants the Board of Directors of the Hawthorne Community Association, Inc. (hereinafter referred to as "Association") and the Architectural Review Committee (the "ARC") authority to approve the erection and alteration of all buildings, structures or other improvements within the Hawthorne Community (the "Community"). Specifically, Article 4.1 of the Amended and Restated Declaration provides that, except for the initial construction, no structure or thing shall be placed, erected or installed upon any Parcel, and no improvements of any kind or other work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within the Community, without the prior written approval of the ARC.

These Architectural Guidelines update, define and reconfirm the processes, requirements and authorities of the ARC as initially stated within Article 4 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hawthorne. These Architectural Guidelines may be amended from time to time by the ARC or the Board.

These Architectural Guidelines have been created to help maintain the integrity of the Community as developed by its builders. It is not the intent of these Guidelines to judge what is beautiful or not beautiful, but to coordinate, encourage and maintain architectural compatibility within the Community.

In reviewing each submission, the ARC may consider any factors it deems relevant, including, without limitation, harmony of the proposed design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The ARC shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determination are not subject to review so long as they are made in good faith and in accordance with the required procedures.

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2. DEFINITIONS

2.1 Architectural Control: The Association's right to require approval or disapproval from the ARC as to the installation or alteration of any building, structure, or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any Structure, Parcel, or Home identified within Article 4.2 of the Declaration.

2.2 Association: The Association is the Hawthorne Community Association, Inc.

2.3 Change: Any alteration, addition, modification, improvement, work, construction, project or undertaking of any nature involving the appurtenances thereto, auxiliary structures, yards, or any portion of the Community that is visible from the exterior of the premises from any vantage.

2.4 Codes: All applicable federal, state, county and local laws and ordinances affecting the Community.

2.5 ARC and Board: Hawthorne Community Association Architectural Review Committee (ARC) and Board of Directors (Board).

2.6 ARC Approval: A process wherein prior written approval from the ARC to perform any action for which approval is required.

2.7 Reviewer: The "Reviewer" is the Board, the Person or Persons assigned by the Board, or the ARC.

2.8 Additional Definitions: Additional definitions are identified within the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hawthorne. All references to ARC shall be applicable if a Reviewer other than the ARC has been appointed by the Board.

3. ARC APPROVAL

3.1 These Architectural Guidelines are effective upon approval by the Board.

3.2 Other than those changes included in the "Items Not Requiring" section of these Guidelines, Owners are required to submit to the ARC complete plans and specifications for any other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any living unit, structure, or building. Permissible colors are attached as Attachment 1. Measurements of the location in reference to the Parcel/Home, easements, and property line are required.

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3.3 To assist in this review, an application form entitled Architectural Request Form ("Request Form") can be downloaded from the Association's website. This form furnishes the ARC with the basic information it needs to review, and also functions as a checklist so that all design aspects can be inspected upon completion.

3.4 Any questions in reference to these Guidelines shall be submitted to the ARC. The ARC will make every effort to clarify the Guidelines and interpret the applicable provisions.

4. THE ARC APPROVAL PROCESS

The ARC will generally meet on the third Wednesday of the Month, but may change the date as necessary, and otherwise at the call of the Chairperson, to carry out its duties and functions. The ARC will meet with similar formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Notice of meetings should be posted 48 hours in advance on the Community Center notice board and may be given by email blast to residents. Any Owner wishing to appear before the ARC may do so. These meetings will be open to all Owners.

All requests requiring ARC approval must be submitted to the ARC no later than seven (7) days prior to the next scheduled ARC meeting. Requests received later than the seven (7) days may not be addressed at the next meeting due to the lack of time to adequately review the request and assess the need for additional information or clarification. Requests must be submitted using the ARC Request Form which is available on the Association's website (http://www.hawthornehoa.com).

As may be necessary, a member or members of the ARC may review the requests to identify requests that may need more information, or a site visit for clarification of the request, in order to verify that the request is in compliance with the Guidelines. Any forms considered incomplete, or where additional information is required, in the sole discretion of the ARC, will be identified, and the person submitting the request will be notified so all appropriate information can be turned in before the scheduled meeting. The ARC may, in its discretion, defer consideration of requests which are not complete in the initial submittal or which require further information.

Furthermore, a security deposit may be required as determined by the ARC to ensure compliance with the proposed upgrade.

Removal of trees and regulated palms or other trees must first receive an approved permit from the City and the permit must be included in the ARC application before it will be reviewed for approval. It is the Owners' responsibility to replant trees or palms as may be required by the City permit. The ARC may verify tree or palm replacement per the permit for final ARC approval.

Records of all ARC submittal forms will be kept under Association control and maintained by the facility Property Manager. The following is a suggested set of steps Owners should take in preparing to submit an ARC application for consideration:

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Step 1: If deemed appropriate by the Owner, the Owner should secure the services of an architect, designer, landscaper, contractor or whomever the Owner has decided to employ to accomplish the changes desired. Seeking professional advice on the work to be done is left to the discretion of the Owner. The ARC may require that certain types of requests can only be reviewed by the ARC if supporting materials from an appropriate professional have been provided. The Owner, with or without the assistance of a professional, may be required to outline a plan or concept for the changes and obtain a written design plan for such changes.

Step 2: **Preliminary Review**: Sometimes it may be advisable to schedule a preliminary review of the Owner's conceptual ideas and drawings with a representative of the ARC. While not required, if the Owner would like to review the proposed plans with an ARC member prior to a formal submittal, he or she may do so by contacting the Property Manager to set up a time to meet.

Step 3: Final Review: When drawings and specifications are complete, they must be submitted to the ARC for final approval or disapproval no later than seven (7) days prior to the next scheduled ARC meeting. Owners must include all applicable full working drawings, site improvement plans, site grading and landscape plans. No work may be started until approval is received from the ARC. All changes must begin within six (6) months of the final ARC approval and shall be completed within twelve (12) months or a new ARC application is required.

Step 4: Denied ARC Requests:

a) The Property Manager (PM) will provide via E-Mail, US Mail or hand deliver, a copy of the "Approved/Disapproved" ARC form along with a cover letter which sets forth the ARC decision to the Owner.

b) The letter from the PM will give the Owner two (2) options:

1. Rectify the denial or conditional approval by complying with the reasons for denial set forth by the ARC.

2. Appeal the decision of the ARC in writing, to the Board of Directors within 30 days of notification of the decisions. The determination by the Board, upon review of such decision, shall be final.

5. THE ASSOCIATION AND THE ARC DO NOT ASSUME RESPONSIBILITY FOR THE FOLLOWING:

5.1 The structural adequacy, capacity or safety features of the proposed improvement or variance.

5.2 Soil erosion, un-compactable or unstable soil conditions.

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5.3 Acquiring necessary permits from state and local authorities, and compliance with any or all building codes, safety requirements, governmental laws, regulations, or ordinances.

5.4 Performance or quality of work of any contractor, or subcontractor.

5.5 Hazardous waste regulation compliance is a requirement and responsibility of the Owner.

5.6 Items not under the purview of the ARC or Board.

5.7 Damage to common property by the Owner or due to an Owner's contractor is the responsibility of the Owner to correct/repair.

6. ITEMS NOT REQUIRING ARC NOTIFICATION AND/OR APPROVAL:

6.1 Door hardware such as peepholes, kick plates and locks.

6.2 Commercially manufactured hose reels and/or hangers placed on the side of the house adjacent to the faucet.

6.3 Replacing or changing small bushes, perennials, and plants that occur within existing planting beds, which does not, according to the ARC, constitute a landscaping change, or require calling #811 to ensure utility lines are not affected, and whose plantings are consistent with the Association plantings and restrictions and approved by the ARC. Maintenance of any new plantings are the responsibility of the Owner and not the Association.

6.4 Low voltage (twenty-four (24) volts or less) lighting for landscaping.

6.5 General repairs to roofs, driveways, exterior facades when using materials matching those existing to put the exterior back to original construction or ARC approved appearance.

6.6 Holiday decorations, provided that they are put up no sooner than thirty (30) days before the holiday, are removed within fifteen (15) days after the holiday, and do not create a nuisance for the neighbors.

6.7 Security signage from a commercial security company (a single sign placed within ten (10) feet of the entrance to the home).

6.8 Window replacement that does not alter the appearance of the house. Installation of impact windows does not require ARC approval prior to installation, unless the exterior appearance of the window is changed. Door replacements and/or door inserts require the submission of an ARC application for approval prior to replacement.

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7. STRUCTURES

7.1 All Structures shall conform to the requirements of the County and State Codes and the Governing Documents. Fountains, patios, outdoor furniture (permanently installed or routinely left in place) or sitting areas outside of a lanai area at the rear of the home are not allowed. No tent, trailer, shed or temporary Structure shall be permitted. Other landscape enhancements such as fountains and sculptures/garden art require ARC approval. Items should not exceed 36" in height, should be of natural (not painted) finishes, and should not dominate the landscape, but should blend in with the overall texture and theme of the architectural concept. Rarely will more than one such item be approved per elevation. Items not securely anchored to the ground will be required to be removed to safe storage in the event of an impending storm or if the Owner is leaving for an extended period of time.

7.2 In an effort to maintain proper aesthetics throughout the community, any attachments made to the exterior of the home require ARC approval. Decorative shutters are prohibited. Front screen doors must be the same color of the home's trim. ARC approval is required to replace all exterior light fixtures. The fixtures shall not be longer than approximately twenty-five (25) inches measured from top to bottom. Only white light bulbs may be used in exterior lights.

Only original-like garage doors, front entrance doors, and brick pavers are to be used as replacements. If modifications are desired, ARC approval is required. Storage containers outside of the lanai and bird feeders containing seed are not permitted, as they attract rodents.

8. ENCLOSURES

Lanais may be enclosed, but permanent enclosures or changes to the existing house making a permanent room or change or permanent addition are not allowed. Lanai construction must conform to County Codes and be permitted by the County as well as the ARC. All private pools have pool cages, no fences. All pool cages are to be dark bronze in color as the Hawthorne standard.

9. FENCING

No fence of any type, including invisible fencing, is permitted to be erected on a Parcel.

10. AWNINGS

All awnings are required to be of fabric or similar material, can only be installed to the rear of the home, and must be capable of being retracted into an enclosure when not in use. No metallic awnings are permitted. The fabric color and accessories such as box or permanent attachments must be beige, bronze, black, or otherwise match the exterior colors of the home.

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11. GUTTERS AND DOWNSPOUTS

If the gutters and downspouts are part of a lanai, the color of the gutters and downspouts are to be bronze, the same as the lanai structure. All other gutters and downspouts are to match the house trim as much as possible. Downspouts need to be installed in a manner to prevent erosion.

12. WALLS AND STRUCTURES

Privacy or decorative walls extending from the home are not allowed unless installed by the Developer. No additional structures are to be built adjoining the house, including 3rd car garages, storage areas, or rooms, etc. whether enclosed or not.

13. FLAGS AND FLAGPOLES

13.1 Per Florida Statute 720.304, Section 2(a) and (b), a homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. The homeowner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag.

13.2 A homeowner may erect a freestanding flagpole no more than twenty (20) feet high on the homeowner's real property if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and location criteria contained in the governing documents." Applications for freestanding poles, permitted by Florida Statute 720, must be submitted to the Architectural Review Committee for approval.

13.3 Flags, Banners. Sports, School or other flags or banners shall not be displayed on the front of the house or mailbox or on the Owners' property outside of the house and lanai, provided that one flag or banner may be placed within ten feet (10') of the front door of the Home, subject to ARC approval and any requirements of these Guidelines.

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14. COMPLETION OF CONSTRUCTION REPAIRS

All changes must begin within six (6) months of the final ARC approval. The construction of any addition to or the repair of the exterior of any Home shall be completed within twelve (12) months of ARC approval or a new ARC application must be submitted for ARC review.

15. BURNING

15.1 No outdoor incinerators as well as no kitchens outside of the lanai are allowed.

15.2 Outdoor fireplaces, permanent barbecues, fire pits and grills shall not be built external to the house, installed, or maintained and must meet all Codes if installed within the lanai.

15.3 Propane-fired fireplaces, within the confines of a deck or lanai, are allowed and must conform to all Codes and have prior ARC approval prior to installation.

15.4 Outdoor fire pits are allowed only within the lanai cage as long as they are commercially manufactured. Also, fire pits shall be placed only on solid, impervious surface (cement, concrete or pavers) on an open lanai and the smoke must not disturb neighbors.

15.5 Smoke and odors must not constitute a nuisance to neighboring units and the ARC has the authority to require the fire be extinguished and/or prohibit future use. Any special venting from outdoor or indoor grills or kitchens, stoves, etc. must be approved by the ARC so as to cause no issues/concerns with neighbors.

16. GARAGES

No garage shall be permanently enclosed so as to make such garage unusable by an automobile and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space and no garage opening shall have a screen covering without approval of the ARC.

17. HURRICANE SHUTTERS

The Association is not responsible for the installation or removal of hurricane shutters in the event of a hurricane threat and Owners are solely responsible for the installation and removal of shutters. The time frames and regulations regarding deployment and removal of shutters is addressed in Article 3.8 of the Declaration. Article 7.28 of the Rules also addresses hurricane shutter issues and requirements.

Installation of new shutters on the house must first receive ARC approval and comply with local and state codes and permits. Licensing and insurance information must be provided as part of the ARC application for review and approval.

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18. LANDSCAPING

18.1 Trees and Shrubs. The ARC must be informed in writing of in-kind replacement of trees and large shrubs that were developer planted or previously approved by the ARC, but the ARC must be informed in writing of the planned effort prior to replacement for information and record keeping. Additions of new planting beds, as well as new landscaping related to after-the-fact additions such as pools or lanais, as well as removal of any trees and shrubs, require prior written approval of the ARC. Extensive landscape changes as determined by the ARC may require a damage deposit of $500 or more as a condition for approval.

Florida exotic and invasive species and high maintenance items such as fruit and citrus trees are not permitted except inside of lanais. Trees may not be planted in easement or buffer areas. Owners are responsible for the increased cost of maintenance, repair, and replacement of Owner-installed and ARC approved landscaping features. Should non-approved trees or plants be planted following the release of this ARC Guidance, they will be required to be removed at Owners expense. A listing of Prohibited Invasive Exotic Plants of Lee County is available on the Association's website (http://www.hawthornehoa.com).

18.2 Annuals and Perennials - Annuals and perennials are permitted to be planted within existing beds without prior permission. The primary requirement for these types of plants is that they be promptly removed at the end of their useful flowering or growth period or when the homeowner leaves for the season. The landscape company is not responsible for any plants that grow out beyond the edge of the planting beds. Owners are responsible for any increased cost in the maintenance, repair or replacement of Owner-installed plantings.

18.3 Planters - Permanent planters shall not be constructed outside of lanais.

18.4 Trellises - With prior ARC approval, vines may be grown on trellises on the Owner's property.

18.5 Water Drainage - No planting may be placed within swales designed for water drainage or any easement. No Improvements (including, but not limited to, driveways, pools, and landscaping) and no sod, topsoil, muck, trees or shrubbery shall be removed from Hawthorne and no change in the condition of the soil or the level of the land of any of the Hawthorne area shall be made which would result in any permanent change in the flow or drainage of storm water within Hawthorne without prior written consent of the Board, the ARC, and all applicable governmental authorities.

18.6 Lake Views - Landscaping may not block the neighboring Structure's view of the lakes and must follow the landscaping requirements addressed herein.

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18.7 Lake Lots. Unless the written consent of the ARC, the Board, and Declarant is obtained and all necessary governmental approvals are obtained thereafter, (a) no boat house, dock, building, landing, mooring pile, pier or ramps for boats or aircraft shall be erected on or adjoining a Lake Lot, if any; (b) no Lake Lot shall be increased in size by filling in the water on which it abuts; (c) no boat canal or other waterways shall be dug or excavated into a Lake Lot, if any; and (d) no slope of abutting lakefronts, if any, shall be altered in any manner whatsoever.

18.8 Fountains - Decorative fountains may be installed in the yards of homes within the Single-Family Homeowners section of the Community with prior approval of the ARC. The request shall include a picture of the fountain, size and drawing of the site indicating the location of the fountain. Fountains and/or water features must be placed within ten (10) feet of the Structure. Items not securely anchored to the ground are to be removed to safe storage in the event of an impending severe storm or if the Owner is leaving for an extended period of time.

18.9 Stone, Gravel and Pavers - Unless approved by the ARC, stone, gravel, or pavers may not be used as a substitute for grass in a lawn and cannot be used to extend the boundaries of walkways or driveways. ARC approval is required for any limited use of rocks/stones/gravel materials in controlling storm water runoff or as a minor landscape enhancement. Stones, pavers, or other border items placed adjacent to the sidewalk, entrance to the house or garage must first be approved by the ARC. In all cases, the color of the material used must blend in with the mulch. Also, no stones or border items are permitted adjacent to the grass to prevent mowers from hitting and throwing debris that may cause damage.

18.10 Mulch - Mulch color and type are determined by the Board of Directors and needs to remain as periodically identified. Additional mulch may be added by the Owner (at Owner's expense) but must be consistent with the color and type identified by the Board. Installations that do not meet the current community standard will not be approved and the Owner is responsible to remove and replace with approved mulch.

18.11 Containers and Flowerpots - Pots and containers that are visible from the street are limited in number to a maximum of six (6). The pots, containers, and plants need to be maintained by the Owner.

18.12 Benches and/or Seats and Grills shall not be placed and remain outside the house except in the vestibule entrance area.

18.13 Gas Tanks – All gas tanks used for back-up generator, pool heating gas stoves, etc. must be buried and installed in accordance with City code and must be approved by the ARC prior to submission of the request to the City or for contract. No gas tanks are permitted above ground outside of the lanai.

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18.14 Grills, Stoves, Refrigerators/Freezers, Appliances and Outdoor Kitchens – No grills, stoves, refrigerators/freezers, appliances or outdoor kitchens shall be installed outside of the lanai. No grill shall be left outside the house exterior, except within the lanai.

18.15 Driveways – Driveways are the responsibility of the Owner from the garage/door to the street to maintain and be uniform throughout the Community.

18.16 Addition of Landscaping; Alteration of Drainage, Etc. If an Owner receives approval to install additional landscaping to their Parcel, the Owner is responsible for increased costs in the maintenance of the additional landscaping and the landscape maintenance company will bill the Owner directly for the additional maintenance and the Owner is responsible for payment of the increased maintenance directly to the landscape maintenance company. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of storm water within Hawthorne without prior written consent of the ARC and the Association.

19. MAILBOXES, LAMP POSTS

Mailboxes, house numbers, and their supporting structures shall be uniform in style, appearance and location, and are subject to regulation by the ARC. Mailboxes are the responsibility of the Owner to maintain in good condition and uniform as stated above. Mailbox units supporting the condominiums are the maintenance responsibility of the Condominium Association.

20. OUTSIDE LIGHTING

Except as may have been initially installed by Developer, no spotlights, floodlights, or other outdoor high intensity lighting (greater than twenty-four (24) volts) shall be placed or utilized upon any Parcel which in any way will allow light to be reflected on any other Parcel or the improvements thereon without the written authorization of the ARC. Low intensity lighting (twenty-four (24) volts or less) which does not unreasonably disturb the Owners or other occupants of the Community are allowed. String lights, spotlights, and other lighting are not allowed on the exterior of the house except for the ARC approved garage lights, lighting devices originally provided by the Developer, string lights within the lanai, and holiday decorations. Any exceptions require ARC approval prior to installation.

21. PATIO HEATERS

Patio heaters shall comply with all County and State Codes.

22. SATELLITE DISHES

No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Certain television, satellite,

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or other antenna systems may be erected or installed on Parcels/Dwellings subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.
- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Residents of the Community if this placement would still permit reception of an acceptable quality signal.

Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. If the antenna is not mounted on a building, it must be made the color of the exterior walls of the residence on that Parcel. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the Community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

Safety Requirements. To safeguard the safety of the Owners, occupants of the residence in which the antenna is located, neighboring property Owners, and other Owners and members in the Community, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and

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installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. An Owner shall indemnify and hold harmless the Association, and all other Owners, for any damage that an antenna causes to the property or to persons or other property.

23. SWIMMING POOLS

23.1 Above ground pools are not permitted. In-ground pools, spas, and lanais are to be located at the rear of the home, not exceeding the width of the home. All lanais are to be bronze-colored structures with black screening enclosing the pool/spa/deck area. The construction of the pool, spa, or deck may not change the grade of the existing landscape. Shrubs and bushes are required to be planted around the lanai and all pool/spa equipment. Shrubs and bushes planted around pool/spa equipment must be capable of growing to a height equal to the top of pool/spa equipment and maintained at a height equal to the equipment height and all plantings must be capable to grow to a reasonable density to hide the pool/spa equipment from public view.

23.2 For pools installed by Owners, review of the plans and approval by the ARC is required prior to starting the installation. Any increase cost of restoration and repair of landscaping, or damage or erosion of the pond banks caused or damage to common property, as well as the restoration and repair of the grade and irrigation system is the responsibility of the property Owner and is subject to inspection and approval by the ARC. Solar pool/spa heating systems must be installed on the roof and must be placed so that the panels are not installed on the front/street side of the house. Any installation requires inspection and approval by the ARC. Owners are responsible for irrigation both before and after construction, arrangements must be made to just turn off irrigation for just his or her Parcel. Any irrigation that affects multiple Parcels will require temporary routing of irrigation at Owners expense.

23.3 Solar panels used to generate electricity or heating are not to be installed on the front/street side of the house, except as may be required by Section 163.04, Florida Statutes. Any installation requires ARC approval and inspection of the completed installation.

24. PLAY EQUIPMENT

No permanently installed play or recreational equipment is allowed in yards or driveways. This includes, but is not limited to, basketball goals or hoops, swing sets, jungle gyms, play complexes, tents, skateboard ramps, soccer goals, trampolines, badminton, horseshoes, and other similar games. Use of portable play or recreational equipment is permitted but must be stored indoors after dusk.

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25. SIGNS

All real estate yard signs must comply with the following specifications: Tan-colored 24"x18" sign with dark brown lettering supported by two (2) 4"x4" dark brown posts, one on each side (example can be provided by Property Manager). An additional 6" sales status banner may be added below the main sign. Signs may only be displayed when the Home is being actively marketed and removed from the property at the time of closing. No other sign, display, or advertisement may be displayed within the Community without prior written approval of the Board or Management.

26. WATERFRONT PROPERTY

26.1 No landscaping (other than that initially installed by the Developer), fences, Structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements or common property around lakes or other bodies of water.

26.2 No Structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by the Association.

27. ROOFS, DRIVEWAYS AND HOMES

27.1 All roof covering shall be tile. Missing or broken roof tiles must be promptly replaced with identical tiles. Roofs must be maintained in a clean and fresh appearance. Changes to existing roof and driveway type must be approved by the ARC.

27.2 Driveways and Roofs must be maintained in a clean appearance and removal of excess mold and mildew by the Owner is required. Exceptions can be made where an Owner can demonstrate and periodically update proof of a pending insurance claim for damage. Replacement or addition of pavers must be with identical pavers to maintain standard appearance and be approved by the ARC prior to installation.

28. MOLD AND ALGAE

Accumulation of mold or algae on Homes, roofs, structures, and driveways must be cleaned and maintained by the Owner. Exceptions can be made where an Owner can demonstrate and periodically update proof of a pending insurance claim for damage. Sidewalks in Hawthorne are considered Common Property and therefore will be maintained by the Association. This does not preclude an Owner from cleaning his or her sidewalk at more frequent intervals if needed.

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29. BUILDING EXTERIORS AND PAINT COLORS

29.1 Exterior finishes must be stucco. The Owner is responsible for the upkeep of the homes' exterior including, but not limited to, repainting and refinishing and cleaning as necessary to maintain good appearance consistent within the Community. ARC approval must be received prior to painting for both new and original colors.

29.2 The initial exterior color and design of Structures shall be as constructed by Developer, and any later changes to the initial exterior color must be a color approved by the ARC and the Board. The Property Manager maintains a copy of ARC/Board approved color schemes as these may be modified over time. Owners who wish to change the exterior color scheme must submit a completed ARC Request Form, indicating the proposed color combination and a swatch of each color which identifies where each color is to be used (i.e., trim, body). ARC approval is required for repainting any portion of the house exterior with new colors. Permissible colors are found in Attachment 1.

30. WINDOW AND DOOR TREATMENTS

30.1 No opaque film or adhesive material visible from the outside of the home can be applied to windows, glass panes in doors, or glass doors, including tinting material, unless approved by the ARC.

30.2 Decorative glass in front doors is allowed with ARC approval.

30.3 Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets, or other temporary window treatments are permitted, except for the initial period of occupancy by a new Owner/Tenant. The ARC may approve in writing a variance to this section for periodic cleaning and repair of approved window treatments. Windows on the street side(s) shall have natural, not bright-colored, appearing window treatments as viewed from outside of the home.

31. ENFORCEMENT

Any decisions of the ARC may be legally enforced by the Association. Follow-up visits may be made to ensure that the work complies with that which was approved by the ARC. Failure by the Owner or occupant to follow the approved ARC request will normally result in a letter being forwarded to the Owner informing them of the situation and actions necessary to bring the work into accordance with these Guidelines, although the Association has the right to pursue other remedies, including fines, liens, and legal action.

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ATTACHMENT 1 – HOUSE COLOR OPTIONS:

Owners may use the following colors. Colors listed are based on 2021 Sherwin Williams color charts. Owners may use any manufacturers' paint matching these colors. All selections must be submitted to the ARC for approval.

Option	Stucco/Garage Door	Trim/Bands	Front Door
#1	6077	6079, 6080, 6081	6077, **6078**, 6079, 6080, 6081
#2	**6078**	6080, 6081, **6098**	6077, **6078**, 6079, 6080, 6081, **6098**
# 3	6079	6077, 6081	6077, **6078**, 6079, 6080, 6081
#4	6080	6077, **6078**	6077, **6078**, 6079, 6080, 6081
#5	6084	6086, 6087, 6088	6084, **6085**, 6086, 6087, 6088
#6	**6085**	6087, 6088, **6098**	6084, **6085**, 6086, 6087, 6088, **6098**
#7	6086	6084, 6088	6084, **6085**, 6086, 6087, 6088
#8	6087	6084, **6085**	6084, **6085**, 6086, 6087, 6088
#9	**6091**	6093, 6094, 6095, **6100**	**6091**, 6092, 6093, 6094, 6095, **6100**
#10	6092	6094, 6095	**6091**, 6092, 6093, 6094, 6095
#11	6093	**6091**, 6095	**6091**, 6092, 6093, 6094, 6095
#12	6094	**6091**, 6092	**6091**, 6092, 6093, 6094, 6095
#13	**6098**	**6100**, 6101, 6102, **6078**, **6085**, **6099**	**6098**, **6099**, **6100**, 6101, 6102, **6078**, **6085**
#14	**6099**	**6098**, 6101, 6102	**6098**, **6099**, **6100**, 6101, 6102, **6098**
#15	**6100**	**6098**, 6102, **6141**, **6091**	**6098**, **6099**, **6100**, 6101, 6102, **6141**, **6091**
#16	6101	**6098**, **6099**	**6098**, **6099**, **6100**, 6101, 6102
#17	**6105**	6107, 6108, 6109, **6113**	6105, 6106, 6107, 6108, 6109, **6113**
#18	6106	6108, 6109	6105, 6106, 6107, 6108, 6109
#19	6107	6105, 6109	6105, 6106, 6107, 6108, 6109
#20	6108	6105, 6106	6105, 6106, 6107, 6108, 6109
#21	6112	6114, 6115, 6116	6112, **6113**, 6114, 6115, 6116
#22	**6113**	6115, 6116, **6105**	6112, **6113**, 6114, 6115, 6116, **6105**
#23	6114	6112, 6116	6112, **6113**, 6114, 6115, 6116
#24	6115	6112, **6113**	6112, **6113**, 6114, 6115, 6116
#25	6126	6128, 6129, 6130	6126, 6127, 6128, 6129, 6130
#26	**6127**	6129, 6130, **6154**	6126, 6127, 6128, 6129, 6130, **6154**
#27	6128	6126, 6130	6126, 6127, 6128, 6129, 6130
#28	6129	6126, 6127	6126, 6127, 6128, 6129, 6130
#29	**6133**	6135, 6136, 6137, 6143	6133, 6134, 6135, 6136, 6137, **6143**
#30	6134	6136, 6137	6133, 6134, 6135, 6136, 6137
#31	6135	6133, 6137	6133, 6134, 6135, 6136, 6137
#32	6136	6133, 6134	6133, 6134, 6135, 6136, 6137
#33	6140	6142, 6143, 6144	6140, **6141**, 6142, 6143, 6144
#34	**6141**	6143, 6144, **6100**	6140, **6141**, 6142, 6143, 6144, **6100**
#35	**6142**	6140, 6144, **6148**	6140, **6141**, 6142, 6143, 6144, **6148**
#36	**6143**	6140, **6141**, **6148**, **6133**	6140, **6141**, 6142, 6143, 6144, **6148**, **6133**
#37	6147	6149, 6150, 6151	6147, 6148, 6149, 6150, 6151
#38	**6148**	6150, 6151, 6142, **6143**	6147, 6148, 6149, 6150, 6151, **6142**, **6143**
#39	6149	6147, 6151	6147, 6148, 6149, 6150, 6151
#40	6150	6147, 6148	6147, 6148, 6149, 6150, 6151
#41	**6154**	6156, 6157, 6158, **6127**	6154, 6155, 6156, 6157, 6158, **6127**
#42	**6155**	6157, 6158	6154, 6155, 6156, 6157, 6158
#43	6156	6154, 6158	6154, 6155, 6156, 6157, 6158
#44	**6157**	6154, 6155	6154, 6155, 6156, 6157, 6158

- In addition, please keep the roof color of your home in mind when selecting new colors for house paint.
- No two homes which are side by side can be the same color. However, an Owner may always repaint his or her house the original color used by the developer.
- All of your selections must be approved by the Architectural Review Committee.
- You may access the color wheel at the clubhouse. You may check the color wheel binder out with a $100 deposit. Please return within 48 hours.
- Note: The original Centex/Pulte approved combined colors are in bold.

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EXHIBIT "F"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 36-04499-P
DATE ISSUED: APRIL 10, 2003

FORM #0145
Rev. 04-95

PERMITTEE: TESONE DEVELOPMENT INC
(TESONE)
26300 SOUTHERN PINES DR,
BONITA SPRINGS, FL 34135

PROJECT DESCRIPTION: AN ENVIRONMENTAL RESOURCE PERMIT TO AUTHORIZE CONCEPTUAL APPROVAL OF A 515.01 ACRE MIXED RESIDENTIAL AND COMMERCIAL DEVELOPMENT AND THE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 355.4 ACRES OF THE DEVELOPMENT. THE SYSTEM DISCHARGES TO THE IMPERIAL RIVER VIA THE ROSEMARY CANAL AND A DITCH ALONG THE RAILROAD RIGHT-OF-WAY.

PROJECT LOCATION: LEE COUNTY, SECTION 23,24,25,26 TWP 47S RGE 25E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 020701-10, dated June 25, 2002. 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 Chapter 373, Part IV 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 40E-1.6107(1) and (2), and 40E-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 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit 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 Environmental Resource Permit 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 40E-4.361 and 40E-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 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2 - 5 OF 8 (29 SPECIAL CONDITIONS).
SEE PAGES 6 - 8 OF 8 (19 GENERAL CONDITIONS).

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON ORIGINAL SIGNED BY: ELIZABETH VEGUILLA

BY _____
DEPUTY CLERK

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

ORIGINAL SIGNED BY: GARRETT WALLACE JR.

By _____
ASSISTANT SECRETARY

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on April 10, 2005. The construction phase of this permit shall expire on April 10, 2008.

2. Operation of the surface water management system shall be the responsibility of TESONE HOMEOWNERS 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 association concurrent with the engineering certification of construction completion.

3. Discharge Facilities:

Basin: Basin 10

1-1.5' W X 3.4' H RECTANGULAR NOTCH with invert at elev. 10' NGVD.
65 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Imperial River via Rosemary Canal

Control elev : 10 feet NGVD. /10 FEET NGVD DRY SEASON.

Basin: Basin 11

Structure: CS 111

1-48" WIDE DROP INLET weir with crest at elev. 11' NGVD.
170 LF of 36' dia. REINFORCED CONCRETE PIPE culvert.

Structure: CS 112

1-48" WIDE DROP INLET weir with crest at elev. 11' NGVD.
170 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Structure: CS 113

1-48" WIDE DROP INLET weir with crest at elev. 11' NGVD.
70 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 10

Control elev : 11 feet NGVD. /11 FEET NGVD DRY SEASON.

Basin: Basin 12

1-24" W X 9" H RECTANGULAR ORIFICE with invert at elev. 12' NGVD.
390 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Imperial River via Wetland A and ditch

Control elev : 12 feet NGVD. /12 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 violations do not occur 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, unless shown on the plans.

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

9. 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.

10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.

11. Minimum building floor elevation: **BASIN: Basin 10 - 14.80 feet NGVD.**
BASIN: Basin 11 - 14.80 feet NGVD.
BASIN: Basin 12 - 16.00 feet NGVD.

12. Minimum road crown elevation: **Basin: Basin 10 - 12.20 feet NGVD.**
Basin: Basin 11 - 12.40 feet NGVD.
Basin: Basin 12 - 13.90 feet NGVD.

13. Minimum parking lot elevation: **Basin: Basin 10 - 12.20 feet NGVD.**
Basin: Basin 11 - 12.40 feet NGVD.
Basin: Basin 12 - 13.90 feet NGVD.

14. All commercial parcels shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system. The parcels are limited to 80% impervious surface.

15. Prior to the commencement of any site activity authorized by this permit, a pre-construction meeting shall be held with SFWMD Environmental Resource Compliance staff from the Ft. Myers office.

16. Prior to any filling of the on-site ditches, the new conveyance ditch shall be constructed and available for the redirected flow.

17. Prior to the commencement of construction, the perimeter of protected wetland/buffer zones/upland preservation areas/conservation areas shall be staked/roped/fenced to prevent encroachment into the protected areas. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of staking/roping/fencing and schedule an inspection of this work. The staking/roping/fencing shall be subject to District staff approval. The permittee shall modify the staking/roping/fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. Staking/roping/fencing shall remain in place until all adjacent construction activities are complete.

18. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measure shall be installed landward of the upland buffer zones around all protected wetlands and shall be properly "trenched" etc. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the protected wetlands and uplands.

9. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.

20. The permittee shall comply with the provisions of the fox squirrel habitat management plan approved for the project site in accordance with Exhibit Nos. 32-34. Prior to initiating construction activities, the site shall be surveyed for the presence of active Big Cypress fox squirrel nests. A 125 foot radius undisturbed buffer must be maintained around all active nests. Following nesting activities, the nesting tree may be removed following coordination with the Florida Fish and Wildlife Conservation Commission and obtaining all required permits.

21. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed as shown on Exhibit Nos. 3-5, 7 and 15. The markers shall be maintained in perpetuity.

22. **The wetland conservation areas, upland buffer zones and upland preservation areas (collectively known as conservation areas) shown on Exhibits 14 and 15 may in no way be altered from their natural or permitted 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 vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.**

23. **Wetland preservation/mitigation areas, upland buffer zones and 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 upland preservation areas are hereby dedicated as conservation and common areas. The conservation/common areas shall be the perpetual responsibility of the Tesone Homeowners Association, Inc. and may in no way be altered from their natural or permitted state as documented in the 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 to the District's Environmental Resource Compliance staff concurrently with engineering certification of construction completion.

24. No later than July 30, 2003 the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers as shown on Exhibit 31. Please also supply this data in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with Exhibits 27-30. Any proposed modifications to the approved form must receive prior written consent from

the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

25. A mitigation program for Tesone shall be implemented in accordance with Exhibit Nos. 14, 15 and 16-26. The permittee shall preserve and enhance 71.9 acres of wetlands, 1.45 acres of other surface waters, and 6.92 acres of uplands.

26. A monitoring program shall be implemented in accordance with Exhibit Nos. 15 and 16-26. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff.

27. A maintenance program shall be implemented in accordance with Exhibit Nos. 16-26 for the preserved/enhanced wetland/upland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

28. Activities associated with the implementation of the mitigation, monitoring and maintenance plans shall be completed in accordance with the work schedule attached as Exhibit No. 36. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

29. 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 shall not be turned over to the operation entity until the mitigation work is accomplished as permitted and District Environmental Resource Compliance staff has concurred.

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permitee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.

7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in

accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

13. 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., also known as the "No Notice" Rule.

14. 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, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part

of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.

19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

Last Date For Agency Action: 10-APR-2003

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Tesone
Permit No.: 36-04499-P
Application No.: 020701-10 **Associated File:** 021107-18 WU
021107-19 WU

Application Type: Environmental Resource (New Construction/Operation)
Location: Lee County, S23,24,25,26/T47S/R25E
Permittee : Tesone Development Inc
Operating Entity : Tesone Homeowners Association, Inc.
Project Area: 515.01 acres
Project Land Use: Residential
Commercial
Drainage Basin: ESTERO BAY
Receiving Body: Imperial River via Rosemary Canal, wetlands, off-site ditch **Class:** CLASS III
Special Drainage District: NA

DRAFT
Subject to Governing Board Approval

Total Acres Wetland Onsite:	84.62
Total Acres Wetland Preserved Onsite:	71.90
Total Acres Impacted Onsite :	12.72
Total Acres Presv/Mit Compensation Onsite:	80.27

Conservation Easement To District : Yes
Sovereign Submerged Lands: No

PROJECT PURPOSE

This application requests an Environmental Resource Permit to authorize Conceptual approval of a 515.01 acre mixed residential and commercial development and the Construction and Operation of a surface water management system to serve 355.4 acres of the development. The system discharges to the Imperial River via the Rosemary Canal and a ditch along the railroad right-of-way.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is bordered on the east side by Interstate 75; on the south by high-density residential development (Southern Pines and Rosemary Park subdivisions); on the west by Old US 41, low-density residential development (Tropic Acres subdivision), and undeveloped land; and on the north by I-75, low-density residential and undeveloped land. A location map is attached as Exhibit 1.

The 515 acre project site is dominated by disturbed areas, mostly improved pasture and fallow crop lands with associated drainage ditches. Row crops were cultivated on the site for decades and those areas are now used as pastureland for cattle. Direct agricultural impacts include the removal of native vegetation, excavation of drainage ditches, and construction of water management berms. Natural areas of the site comprise the remaining 125 acres and include upland pine flatwoods, and forested and herbaceous wetlands. Habitats on the property are of varying quality depending on the proximity to agricultural operations and degree of infestation by exotic species, primarily melaleuca, Brazilian pepper and downy rose myrtle.

Six wetland areas, totaling 84.62 acres, have been identified on the site. Approximately 52% (44.32 ac) of site wetlands are hydric pine flatwoods with varying degrees of exotic invasion ranging from little or no invasion to extensive invasion (monocultures) and 29% (24.40 ac) are cypress habitats that also have varying degrees of exotic invasion. Other wetland habitat types, which collectively comprise 19% (15.90 ac) of site wetlands, include shrub marsh, exotic monocultures, cypress-pine-cabbage palm, and disturbed areas.

The largest of the wetland systems is identified as Wetland A. This 70.95 acre wetland is located in the southwest portion of the project. The wetland continues offsite to the north, which consists of a low-density residential area known as Tropic Acres. Wetland A receives flow from runoff that overtops the berm through several breaches in the berm/swale system that runs along the eastern edge of the wetland and runoff from Tropic Acres to the north. Wetland A is also hydrologically connected to the north Old US 41 culvert, which sometimes produces a tailwater that backs up into the wetland.

Seven Other Surface Waters (OSWs) have been identified on the site. OSWs, comprising ditches, swales, livestock ponds and borrow ponds, occupy 39.0 acres of the project site.

A vegetation map with wetland ids is shown on Exhibit 13; a summary of the acreages of wetlands, uplands and other surface waters by vegetation type can be found on Exhibit 13 and Exhibit 35; and detailed descriptions of the vegetation types can be found in the permit file.

Three existing conveyance ditches on the site accept flow from the I-75 right-of-way and the lands to the east of I-75 through box culverts under the road. At the north end of the site, the ditch (north/south ditch) flows to the south and discharges to the Rosemary Canal. Approximately 1 mile southeast of the north box culvert, the middle ditch (east/west ditch) extends westerly and connects to the north/south ditch at approximately the center of the site. The southern ditch (Leitner Canal) extends from I-75 to Leitner Creek along the north and west sides of the Southern Pines development. Run-off from the site flows to any of these ditches or sheetflows to the existing Rosemary Canal along the southern border of the site.

As noted previously, the eastern edge of Wetland A contains a ditch (wetland perimeter ditch). Some run-

approximately a foot. On-site inspection by staff confirms the north/south ditch and the east/west ditch do not connect to the wetland perimeter ditch; therefore, no flow from the land to the east of I-75 enters Wetland A.

PROJECT BACKGROUND:

A portion of the project limits received an Individual Environmental Resource Permit in May 1997. The

development consisted of residential and commercial parcels which discharged to the Rosemary Canal. No construction occurred on the site and the permit has expired.

PROPOSED PROJECT:

The project consists of the conceptual approval of a single family residential and commercial development with an amenity tract and a surface water management system. The construction approval includes part of the single residential areas, the pool, clubhouse, tennis courts and parking in the amenity area, a sales facility including parking, building, and a dry detention pond, the surface water management system within Basin 10 and 11 and the wetland impacts within the entire development. The construction approval also includes the relocation of the ditches which provide conveyance for the off-site flow from the east of I-75 to the Rosemary Canal.

The master surface water management system divides the project into three basins and each contain wet detention lakes which provide the required water quality and attenuation of the 25 yr. 3 day storm event for the improvements within the basin. Basin 11 discharges to Basin 10 which flows to the Rosemary Canal and Basin 12 discharges to Wetland A. The discharge structures on Basin 10 and 12 limit the discharge from the project to the allowable rate of 59 CSM or a total discharge of 37.5 cfs.

The design of the surface water management system also provides water quality treatment and attenuation of the 25 yr. 3 day storm event for the future Three Oaks Parkway within the limits of this development and a portion of the run-off from the final build-out of I-75. Three Oaks Parkway consists of a 150 ft. wide right-of-way divided into three basins (Basin 10A, 11A, and 12A) which include 3.7 ac., 4.8 ac., and 9.9 ac. of impervious surface respectively. For I-75, the design considers a 31.5 ac. contributing basin with 26.5 ac. of impervious surface. It should be noted that although this application provides storage and treatment for the run-off from a portion of these two roadways, all roadway improvements must be permitted separately from this project.

The construction plan approval also includes the relocation of two of the ditches which convey run-off from the east side of I-75 to the Rosemary Canal and ultimately the Imperial River. The plans show the north/south ditch shifted to the eastern edge of the site, parallel to I-75. This new ditch intercepts the flow from the east/west ditch and continues to the south east corner of the site, north of Leitner Canal. The new ditch lies north of and separate from Leitner Canal while continuing to the west and then south into Rosemary Canal. Calculations provided by the applicant show the proposed stages in the ditch equal to or lower than the existing stages at the north end of the ditch and where the ditch connects to Rosemary Canal. The proposed top of bank elevation along the entire limits of the relocated ditch is set above the peak stage for the 100 yr. 3 day storm event.

Rosemary Canal outfalls through a box culvert under Old US 41 and then through a ditch to the railroad, about 700 feet south of the site. Although the existing on-site ditches direct the flows from the east side of I-75 to the Rosemary Canal culvert under Old US 41, an additional box culvert exists under Old US 41 at the northwest corner of the property which provides an outfall for the large wetland system on the site. In discussions with Lee County staff, the applicant agreed to reduce the surcharge on the Rosemary Canal culvert by routing some of the offsite flows through commercial tracts 1A & 1B to the northerly box culvert. Ultimately the ditch downstream of this northerly culvert connects to the same ditch as the Rosemary Canal so the final outfall remains the same. The changes to the system will be included in the construction plans for the commercial tracts.

LAND USE:

The land use table includes the area for the future Three Oaks Parkway (listed as highway) although all roadway improvements must be permitted separately from this project. The "other" land use is the relocated ditch.

Conceptual:

		Area (ac)	Starting Elev. (ft)	Ending Elev. (ft)	Storage Vol.(ac-ft)	Storage Type
Basin 10 - Commercial Tracts	Pervious	.2	12.63	13.9	.2	Linear
	Total:	**.2**				
Basin 11- Commercial Tracts	Pervious	.34	13.3	13.6	.2	Linear
	Total:	**.34**				
Basin 12- Commercial Tracts	Pervious	.4	14.43	15.3	.3	Linear
	Total:	**.4**				

Construction:

Project:

	This Phase	Total Project	
Building Coverage	30.90	49.80	acres
Highway		27.60	acres
Lake	69.80	88.90	acres
Other	32.60	32.60	acres
Pavement	62.00	105.80	acres
Pervious	79.60	130.01	acres
Preserved	80.30	80.30	acres
Total:	**355.20**	**515.01**	

WATER QUANTITY

Discharge Rate :

As shown in the table below, the proposed project discharge is within the allowable limit of 59 CSM for the Imperial River Basin.

The proposed project is consistent with the land use and site grading assumptions in the design of the surface water management system.

Discharge Storm Frequency : 25 YEAR-3 DAY Design Rainfall : 11.28 Inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD)
Basin 10	27.7	Discharge Formula	26.3	13.4
Basin 12	11.6	Discharge Formula	11.2	15.17



Finished Floors :

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation. The minimum finished floor elevation for Basin 10 and 11 have been set considering any overflow from Basin 12 above the 25 yr. 3 day storm event.

Building Storm Frequency : 100 YEAR-3 DAY Design Rainfall : 14 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
Basin 10	14.37	14.8	N/A
Basin 11	14.39	14.8	N/A
Basin 12	16	16	N/A

Road Design :

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

Road Storm Frequency : 5 YEAR-1 DAY Design Rainfall: 5.7 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
Basin 10	12.2	12.2
Basin 11	12.4	12.4
Basin 12	13.9	13.9

Parking Lot Design :

As shown in the following table and the attached exhibits, minimum parking lot elevations have been set at or above the calculated design storm flood elevation.

Parking Lot Storm Frequency : 5 YEAR-1 DAY Design Rainfall 5.7 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min.Parking Elev. (ft, NGVD)
Basin 10	12.2	12.2
Basin 11	12.4	12.4
Basin 12	13.9	13.9

Flood Plain/Compensating Storage:

The calculations submitted with the application show the proposed development discharges approximately 211 ac-ft of run-off during the 100 yr. 3 day storm event. In the existing condition, the site discharges approximately 279 ac-ft. Therefore, no adverse impacts are expected to the historic storage provided by the site through the proposed development.

Offsite Flows:

The design of the project includes the relocation of two ditches which currently accept flow from the east side of I-75 and convey it to the Rosemary Canal. The plans show the north/south ditch shifted to the eastern edge of the site, parallel to I-75. This new ditch intercepts the flow from the east/west ditch and continues to the south east corner of the site, north of Leitner Canal. The new ditch lies north of and separate from Leitner Canal while continuing to the west and then south into Rosemary Canal. Calculations provided by the applicant show the proposed stages in the ditch equal to or lower than the existing stages at the north end of the ditch and where the ditch connects to Rosemary Canal. The proposed top of bank elevation along the entire limits of the relocated ditch is set above the peak stage for

the 100 yr. 3 day storm event.

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
Basin 10	81.79	10/10	10.00	Wetland Indicator Elevation
Basin 11	193.43	11/11	11.00	Wetland Indicator Elevation
Basin 12	127.89	12/12	12.00	Wetland Indicator Elevation

Receiving Body :

Basin	Str.#	Receiving Body
Basin 10	CS 102	Imperial River via Rosemary Canal
Basin 11	CS 111	Basin 10
Basin 11	CS 112	Basin 10
Basin 11	CS 113	Basin 10
Basin 12	CS 112	Imperial River via Wetland A and ditch

SWM(Internal) Structures:

Culverts:

Basin	Str#	Count	Type	Width	Length	Di
Basin 11	CS 111	1	Reinforced Concrete Pipe		170'	36
Basin 11	CS 112	1	Reinforced Concrete Pipe		170'	36"
Basin 11	CS 113	1	Reinforced Concrete Pipe		70'	36"

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev. (ft, NGVD)
Basin 11	CS 111	1	Drop Inlet	48"				11 (crest)
Basin 11	CS 112	1	Drop Inlet	48"				11 (crest)
Basin 11	CS 113	1	Drop Inlet	48"				11 (crest)

Water Quality Structures:

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Ele (ft, NGVD
Basin 10	CS 102	1	Rectangular Notch	1.5'	3.4'				10
Basin 12	CS 112	1	Rectangular Orifice	24"	9"				12

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia.
Basin 10	CS 102	1	Reinforced Concrete Pipe		65'	36"

WATER QUALITY

The wet detention ponds provide the required water quality for the proposed improvements. Basin 10 provides the required water quality for Basin 10, Basin 11, Basin 10A and 11A (Three Oaks Parkway within the limits of the development)and for 31.5 ac. of I-75. Basin 12 provides treatment for Basin 12 and 12A (Three Oaks Parkway).

The sales facility within the commercial area provides 1/2 in. of dry detention pre-treatment. At the time of development of the remaining portion of the commercial tracts within the development, 1/2 in. of dry pre-treatment must be provided.

Basin	Treatment Method		Vol Req.d (ac-ft)	Vol Prov'd (ac-ft)
Basin 10	Treatment	Wet Detention	12.5	29.1
Basin 11	Treatment	Wet Detention	16.6	0
Basin 12	Treatment	Wet Detention	11.5	12.8

WETLANDS:

To accomodate the desired residential and commercial land use mix, impacts were primarily proposed to small, isolated wetlands and in habitats with significant infestation by exotic vegetation. The site plan design preserves most of the largest contiguous wetland/upland system on the site. See Exhibit 14 for the Wetland and Other Surface Water Impact Map.

The Tesone project will result in 12.72 acres of direct permanent wetland impacts (all of Wetlands E, F and portions of A, C), 2.26 acres of secondary wetland impacts (Wetland C), and 14.56 acres of permanent other surface water impacts.

A total of 71.9 acres of the existing wetlands and 1.45 acres of other surface waters will be preserved within three conservation areas, which will also include 6.92 acres of preserved uplands. Conservation Area #1 includes Wetland A, Conservation Area #2 includes all of Wetlands B and D, and Conservation Area #3 includes Wetland C. Conservation Areas 1 and 2 will be preserved outside the limits of development. Conservation Area 1 will receive surface water discharged from Basin 12. . This is comparable to the surface water Wetland A currently receives from the adjacent farm field. Also, Wetland A will remain hydrologically connected to the offsite areas to the north and to the Old US 41 outfall. Wetlands B and D in Conservation Area 2 will continue to remain connected to offsite wetlands to the north, west and south and will continue to function as they currently do. Conservation Area 3 will be incorporated into the surface water management system. The preserved portion of Wetland C will be directly connected to Lake 126. The wetland and upland preserves within the conservation areas are shown on Exhibit 15.

All surface water runoff from the developed portions of this project will be directed to lakes for water quality treatment, except in the case of the residential lot development adjacent to Conservation Area 3. Surface water runoff from the residential lots will receive partial water quality treatment in dry swales prior to the runoff being directed to the conservation area. Signs informing adjacent property owners of the conservation status of the preserves will be installed along every other lot corner. The cross-sections depict the various scenarios for development/preserve interfaces.

Mitigation Proposal:

Mitigation for direct permanent impacts and secondary impacts to existing wetlands will be provided through on-site mitigation activities within conservation areas. The mitigation program involves enhancement of preserved wetlands and uplands, and the monitoring and maintenance of these areas. Exhibit 15 illustrates the approximate locations and extent of six types of mitigation activities within the conservation areas. Due to secondary impacts that result in partial loss of function, mitigation activities in Conservation Area #3 were determined to offset the secondary impact occuring to Wetland C and cannot be used to offset direct permanent wetland impacts. The different mitigation activities are assigned map codes. Exhibits 16-26 provides a brief description for each of the six mitigation features, which includes

wetland and upland preserves without the need for enhancement, wetland and upland enhancement through the hand removal of exotics, and wetland and upland enhancement through mechanical removal of exotics and replanting.

Detailed mitigation data and plans are included as Exhibits 14, 15 and 16-26.

Cumulative Impact Assessment:

Pursuant to Section 4.2.8 of the Basis of Review, the applicant has provided reasonable assurances that the proposed project will not result in cumulative impacts upon wetlands and other surface waters within the same drainage basin. The proposed project has been considered in conjuntion with: existing projects; projects currently under permit review; and activities under review, approved, or vested in the same drainage basin. The mitigation to offset wetland impacts will be conducted onsite. Therefore, since all impacts will be fully offset by mitigation within the same basin as the impacts, and the impacts were not determined to be cumulatively unacceptable, the proposed activities will not result in cumulative impacts upon wetlands and other surface water within the same drainage basin.

Monitoring/Maintenance:

Detailed monitoring and maintenance plans are included as Exhibits 15 and 16-26.

Wetland Inventory :

CONSTRUCTION NEW -TESONE ONSITE

Pre-Development		Post-Development				
	Total Existing	Impacted	Undisturbed	Enhanced	Preserved	Restored/ Created
Fresh Water Forested	83.16	11.66		71.50	71.50	
Fresh Water Herbaceous	1.46	1.06		.40	.40	
Other Surface Waters	39.00	14.56	22.99	1.45	1.45	
Upland	6.92			6.92	6.92	
Total:	130.54	27.28	22.99	80.27	80.27	

Endangered Species:

Listed species known to occur on-site include the little blue heron, white ibis, snowy egret, wood stork, reddish egret, tricolored heron, least tern and American alligator. The listed wading birds were generally observed foraging in agricultural ditches or the man-made ponds in the southern portion of the project site. No nests of wading bird orgin were observed on the project site. Four least terns were observed on-site - three foraging in the man-made pond in the southeast region of the site near I-75 and one foraging in the man-made pond in the southwest corner of the property. No evidence of least tern nesting was observed during [illegible]. No significant impacts to wading birds or least terns is anticipated since the project has been designed to preserve the majority of the functional wetlands on the site, as well as the largest of the site's man-made ponds. Wetland preservation/enhancement, the construction of the surface water management lakes, and retaining the largest man-made pond of the site will result in adequate foraging opportunities for wading birds and least terns following development.

The American alligator was observed in the man-made pond in the southwestern portion of the site and signs of alligator were observed in the pop ash/willow pond in the western region of the site. Alligators likely use the pop ash/willow pond within the cypress area during the wet season and the cattle pond in the

dry season. Given that the pop ash/willow pond and much of the surrounding wetlands will be preserved and enhanced, the site will continue to provide sufficient, suitable habitat for alligators following development.

Although no Big Cypress fox squirrels were observed on the site during field studies, there is a possibility the species occurs on-site due to suitable habitat types for fox squirrels. Wetland and upland preservation/enhancement will maintain habitat for fox squirrels on the project site. The Florida Fish and Wildlife Conservation Commission (FWC) requested a fox squirrel management plan be implemented on this project. The management plan can be found on Exhibits 34.

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

LEGAL ISSUES:

The conservation areas, which include preserved/enhanced wetlands and uplands, will be placed in a Conservation Easement in order to provide long term protection to these areas. A draft conservation easement is shown as Exhibits 27-30. The draft follows the District's passive recreational conservation easement form. No passive recreational facilities have been proposed in the wetland and upland preserves at this time. The areas to be placed in a Conservation Easement are shown on Exhibit 31.

Draft Declaration of Covenants, Restrictions and Easements for Tesone, which includes the necessary protective and maintenance language for the conservation easement/areas can be found in the permit file.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

Water Use application No. 021107-18 for irrigation and application No. 021107-19 for dewatering are complete and scheduled for the April 2003 Governing Board with a recommendation for approval.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a general permit issued pursuant to Section 40E-20 FAC.

Potable Water Supplier:

Bonita Springs Utilities

Waste Water System/Supplier:

Bonita Springs Utilities

Right-Of-Way Permit Status:

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

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that the agency has no objections to the issuance of this permit.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Community Affairs or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

Third Party Interest:

Written concerns on conveyance issues from the City of Bonita Springs and Lee County have been resolved. The District received a letter from Johnson Engineering requesting to be included on all coorespondence and they have been added to the distribution list.

Enforcement:

There has been no enforcement activity associated with this application.

STAFF RECOMMENDATION:

The Staff recommends that the following be issued :

An Environmental Resource Permit to authorize Conceptual approval of a 515.01 acre mixed residential and commercial development and the Construction and Operation of a surface water management system to serve 355.4 acres of the development. The system discharges to the Imperial River via the Rosemary Canal and a ditch along the railroad right-of-way.

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

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

DRAFT
Subject to Governing Board Approval

STAFF REVIEW:

NATURAL RESOURCE MANAGEMENT DIVISION APPROVAL

ENVIRONMENTAL EVALUATION

Deborah B. Marzella

Deborah B. Marzella

SUPERVISOR

Cory L. Peck

DIVISION DIRECTOR :

Robert G. Robbins

DATE: 3-26-03

SURFACE WATER MANAGEMENT DIVISION APPROVAL

ENGINEERING EVALUATION

Stephanie R. Smith, P.E. FOR

SUPERVISOR

Ricardo Valera, E.I.

DIVISION DIRECTOR :

Anthony M. Waterhouse, P.E.

DATE: 3/31/03

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permitee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a

7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District.

accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

13. 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., also known as the "No Notice" Rule.

14. 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, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

GENERAL CONDITIONS

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.

19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on April 10, 2005.
   The construction phase of this permit shall expire on April 10, 2008.
2. Operation of the surface water management system shall be the responsibility of TESONE HOMEOWNERS 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 association concurrent with the engineering certification of construction completion.
3. Discharge Facilities:

   Basin: Basin 10

   1-1.5' W X 3.4' H RECTANGULAR NOTCH with invert at elev. 10' NGVD.
   65 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

   Receiving body : Imperial River via Rosemary Canal

   Control elev : 10 feet NGVD. /10 FEET NGVD DRY SEASON.

   Basin: Basin 11

   Structure: CS 111

   1-48" WIDE DROP INLET weir with crest at elev. 11' NGVD.
   170 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

   Structure: CS 112

   1-48" WIDE DROP INLET weir with crest at elev. 11' NGVD.
   170 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

   Structure: CS 113

   1-48" WIDE DROP INLET weir with crest at elev. 11' NGVD.
   70 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

   Receiving body : Basin 10

   Control elev : 11 feet NGVD. /11 FEET NGVD DRY SEASON.

   Basin: Basin 12

   1-24" W X 9" H RECTANGULAR ORIFICE with invert at elev. 12' NGVD.
   390 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

   Receiving body : Imperial River via Wetland A and ditch

   Control elev : 12 feet NGVD. /12 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.

SPECIAL CONDITIONS

5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur 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, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. 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.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. Minimum building floor elevation: BASIN: Basin 10 - 14.80 feet NGVD.
    BASIN: Basin 11 - 14.80 feet NGVD.
    BASIN: Basin 12 - 16.00 feet NGVD.
12. Minimum road crown elevation: Basin: Basin 10 - 12.20 feet NGVD.
    Basin: Basin 11 - 12.40 feet NGVD.
    Basin: Basin 12 - 13.90 feet NGVD.
13. Minimum parking lot elevation: Basin: Basin 10 - 12.20 feet NGVD.
    Basin: Basin 11 - 12.40 feet NGVD.
    Basin: Basin 12 - 13.90 feet NGVD.
14. All commercial parcels shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system. The parcels are limited to 80% impervious surface.
15. Prior to the commencement of any site activity authorized by this permit, a pre-construction meeting shall be held with SFWMD Environmental Resource Compliance staff from the Ft. Myers office.
16. Prior to any filling of the on-site ditches, the new conveyance ditch shall be constructed and available for the redirected flow.
17. Prior to the commencement of construction, the perimeter of protected wetland/buffer zones/upland preservation areas/conservation areas shall be staked/roped/fenced to prevent encroachment into the protected areas. The permittee shall notify the District's Environmental Resource Compliance staff in

    staking/roping/fencing shall be subject to District staff approval. The permittee shall modify the staking/roping/fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. Staking/roping/fencing shall remain in place until all adjacent construction activities are complete.
18. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measure shall be installed landward of the upland buffer zones around all protected wetlands and shall be properly "trenched" etc. All areas shall

be stabilized and vegetated immediately after construction to prevent erosion into the protected wetlands and uplands.

19. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.

20. The permittee shall comply with the provisions of the fox squirrel habitat management plan approved for the project site in accordance with Exhibit Nos. 32-34. Prior to initiating construction activities, the site shall be surveyed for the presence of active Big Cypress fox squirrel nests. A 125 foot radius undisturbed buffer must be maintained around all active nests. Following nesting activities, the nesting tree may be removed following coordination with the Florida Fish and Wildlife Conservation Commission and obtaining all required permits.

21. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed as shown on Exhibit Nos. 3-5, 7 and 15. The markers shall be maintained in perpetuity.

22. The wetland conservation areas, upland buffer zones and upland preservation areas (collectively known as conservation areas) shown on Exhibits 14 and 15 may in no way be altered from their natural or permitted 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 vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

23. Wetland preservation/mitigation areas, upland buffer zones and 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 upland preservation areas are hereby dedicated as conservation and common areas. The conservation/common areas shall be the perpetual responsibility of the Tesoro Homeowners Association, Inc. and may in no way be altered from their natural or permitted state as documented in the 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 to the District's Environmental Resource Compliance staff concurrently with engineering certification of construction completion.

24. No later than July 30, 2003 the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers as shown on Exhibit 31. Please also supply this data in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

    The recorded easement shall be in substantial conformance with Exhibits 27-30. Any proposed

modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

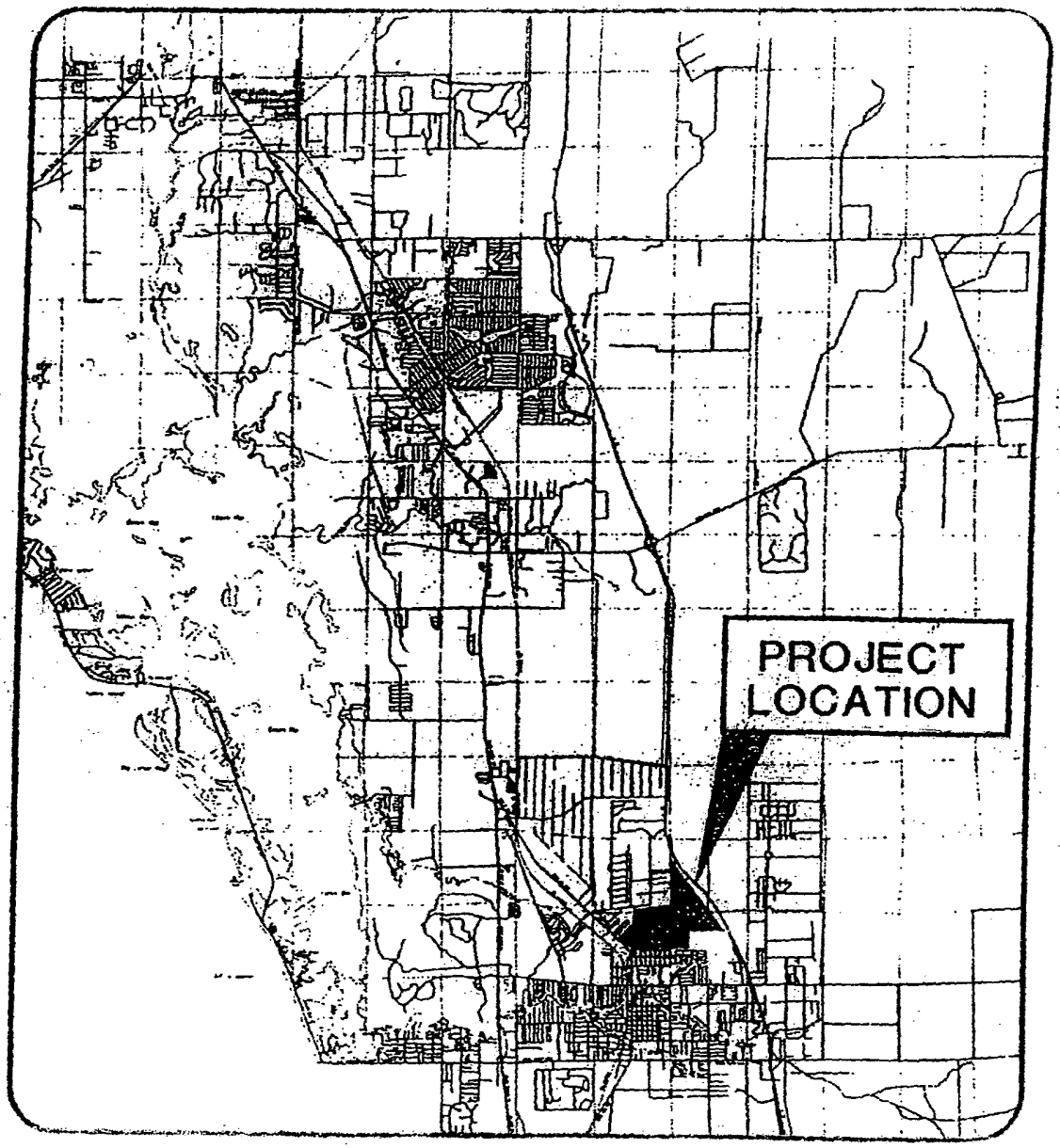
25. A mitigation program for Tesone shall be implemented in accordance with Exhibit Nos. 14, 15 and 16-26. The permittee shall preserve and enhance 71.9 acres of wetlands, 1.45 acres of other surface waters, and 6.92 acres of uplands.

26. A monitoring program shall be implemented in accordance with Exhibit Nos. 15 and 16-26. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff.

27. A maintenance program shall be implemented in accordance with Exhibit Nos. 16-26 for the preserved/enhanced wetland/upland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

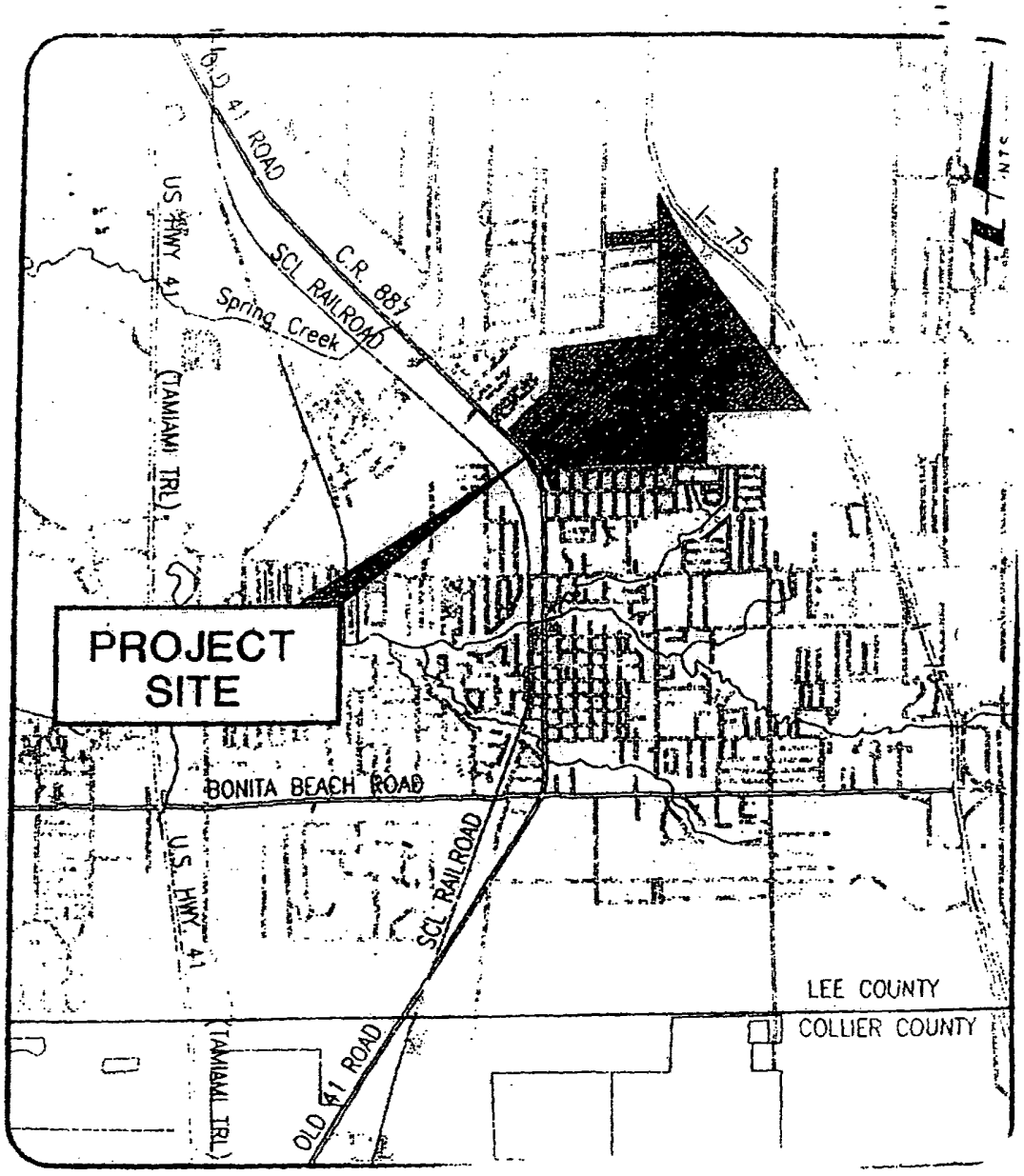
28. Activities associated with the implementation of the mitigation, monitoring and maintenance plans shall be completed in accordance with the work schedule attached as Exhibit No. 36. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

29. 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 shall not be turned over to the operation entity until the mitigation work is accomplished as permitted and District Environmental Resource Compliance staff has concurred.



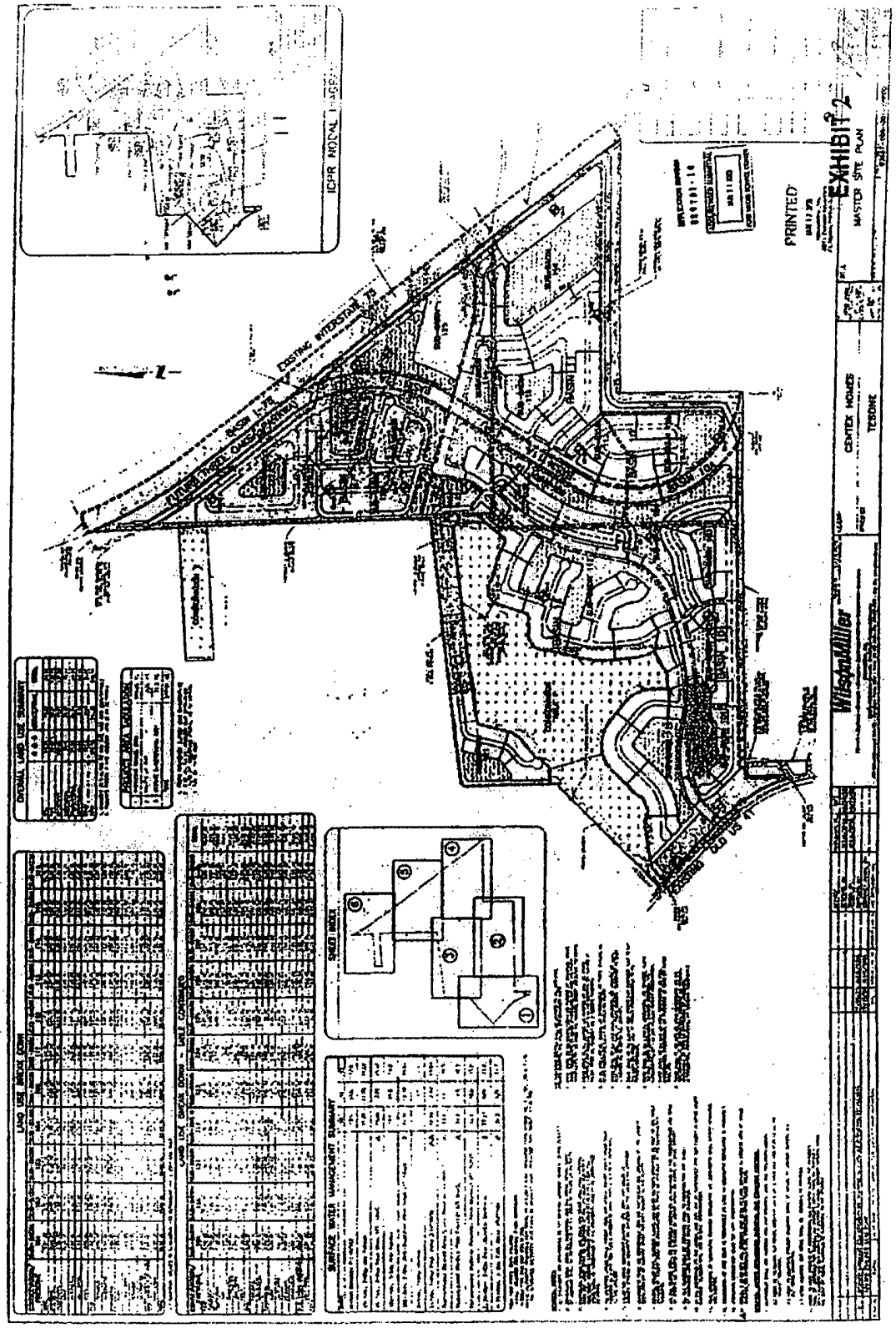
LOCATION MAP

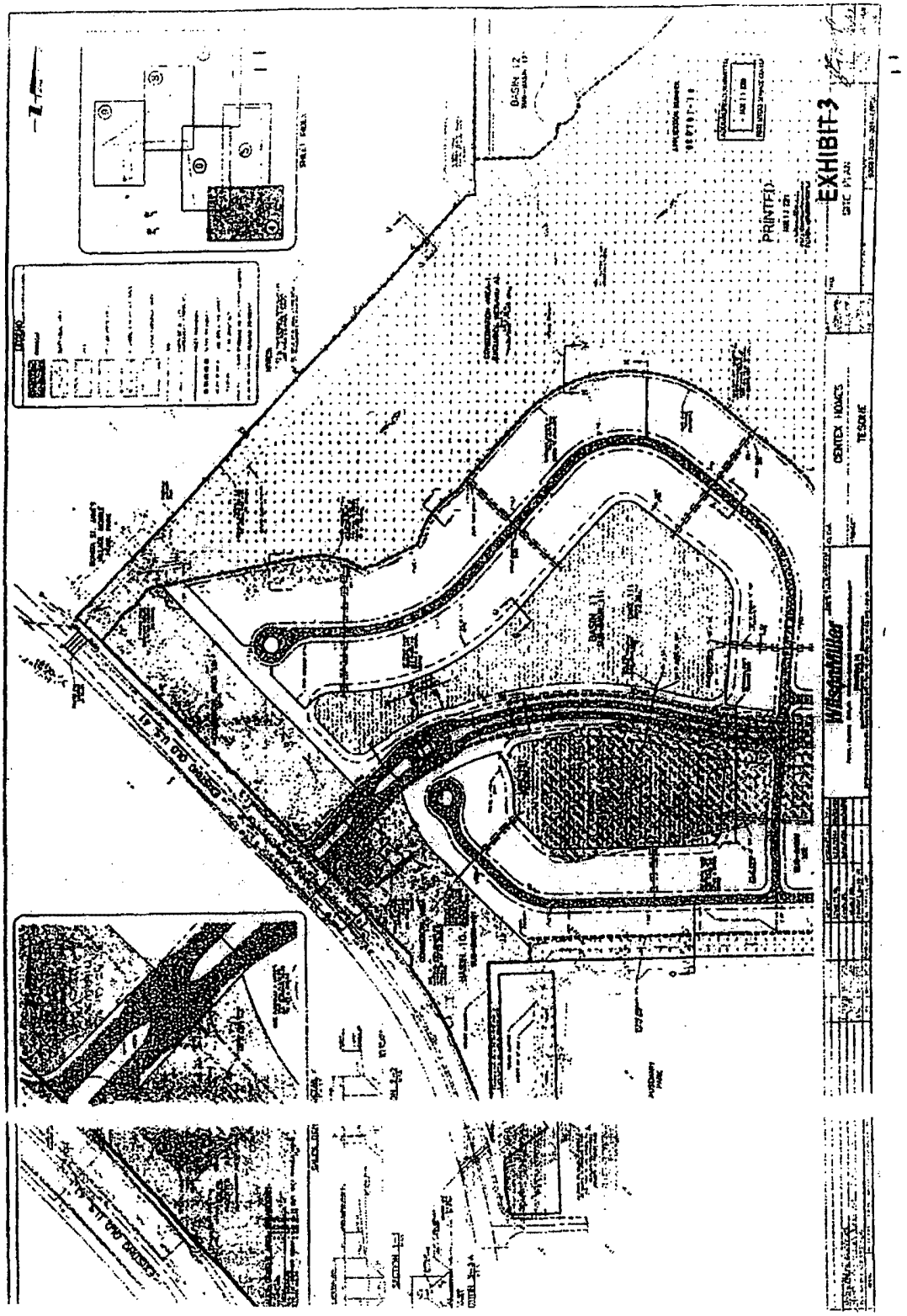
EXHIBIT 1 A



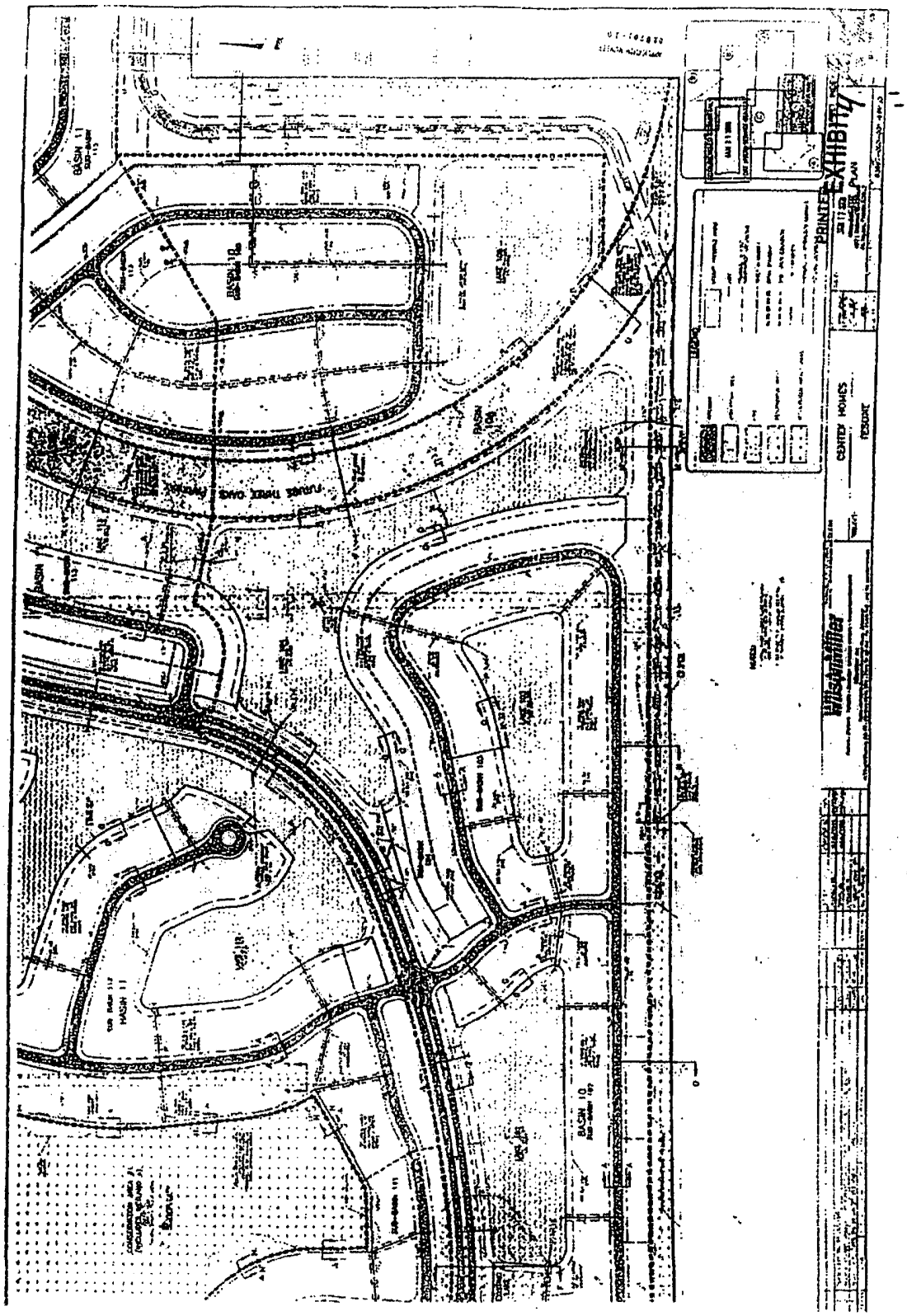
SITE MAP

EXHIBIT 1 B

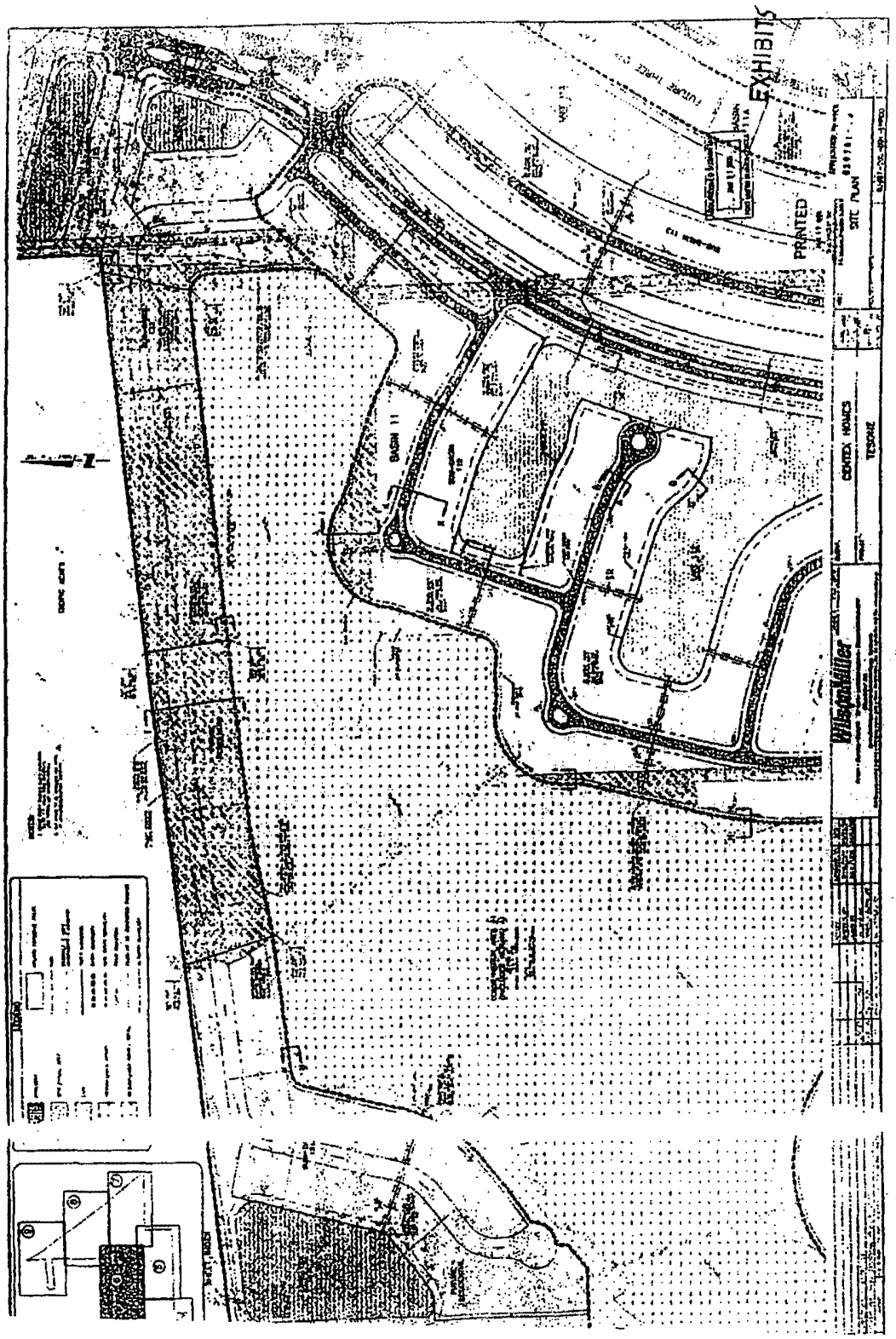

EXHIBIT
MASTER SITE PLAN
CENTEX HOMES
TESORO
PRINTED
EXISTING INTERSTATE 75
FUTURE SR 56 OVERPASS
ICPR MODAL LINK
LAND USE BREAKDOWN
LAND USE BREAK DOWN - UNIT CONTROL
SURFACE WATER MANAGEMENT SUMMARY
SHEET INDEX



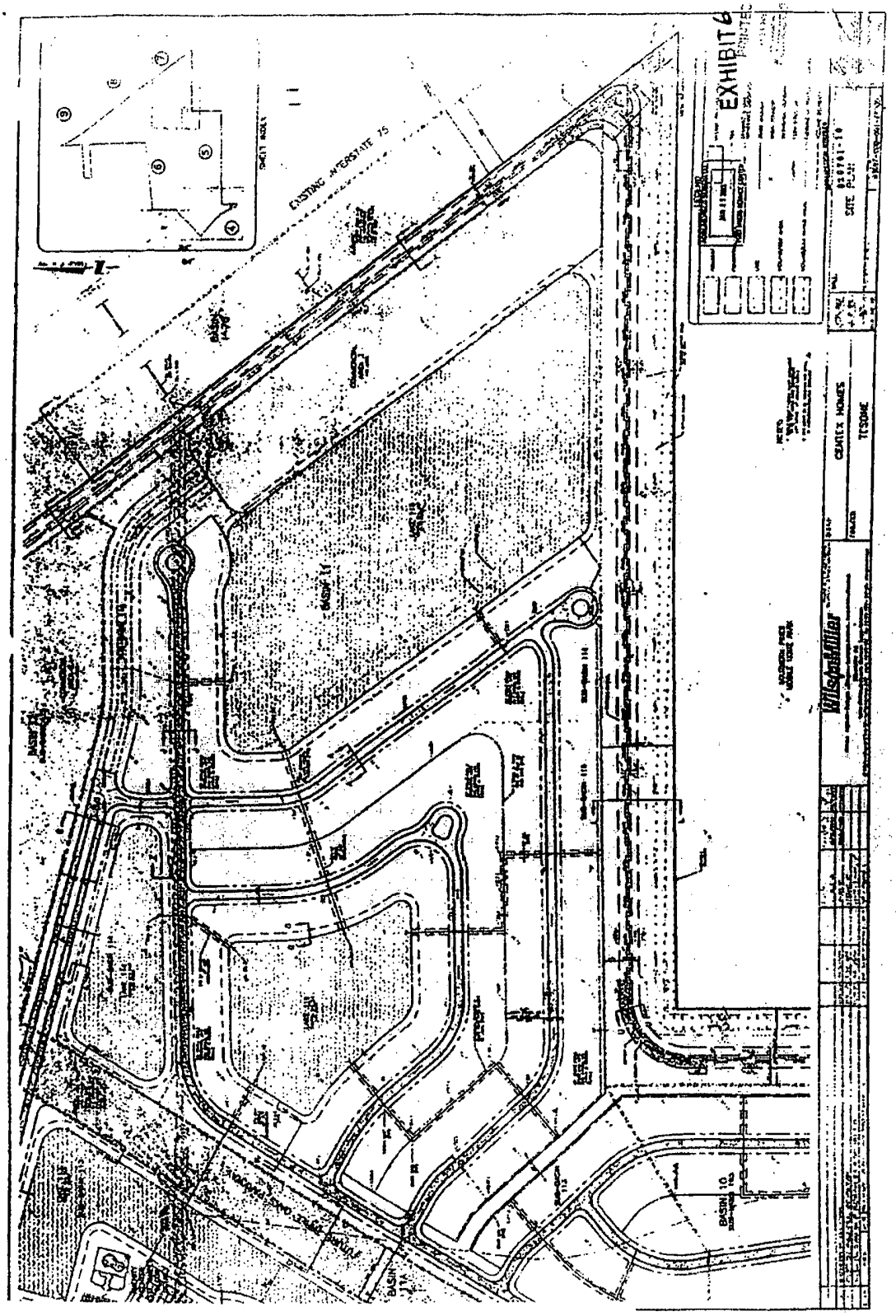
INSTR. # 2022000040623 Page Number: 192 of 226



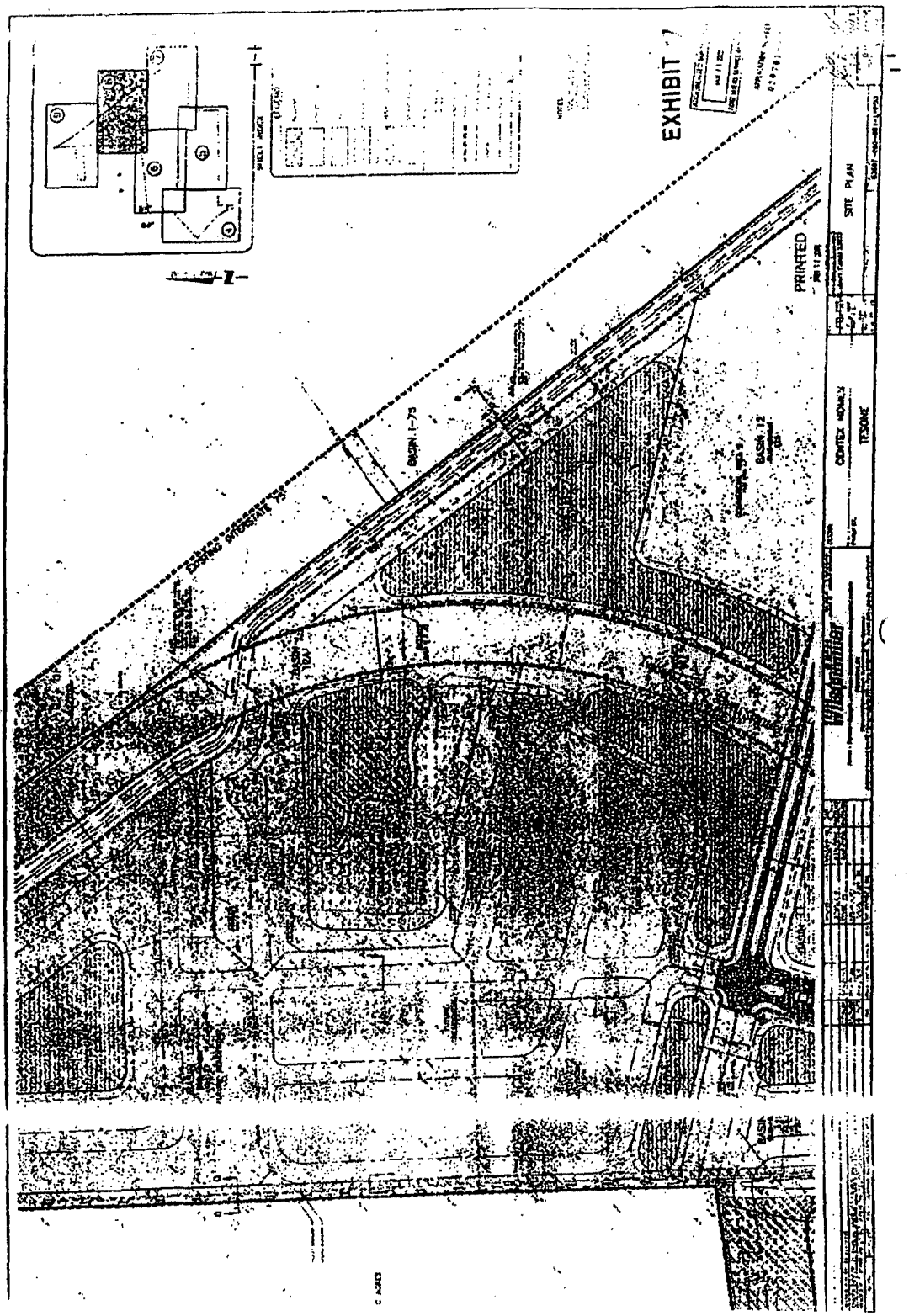
INSTR. # 202200040623 Page Number: 193 of 226



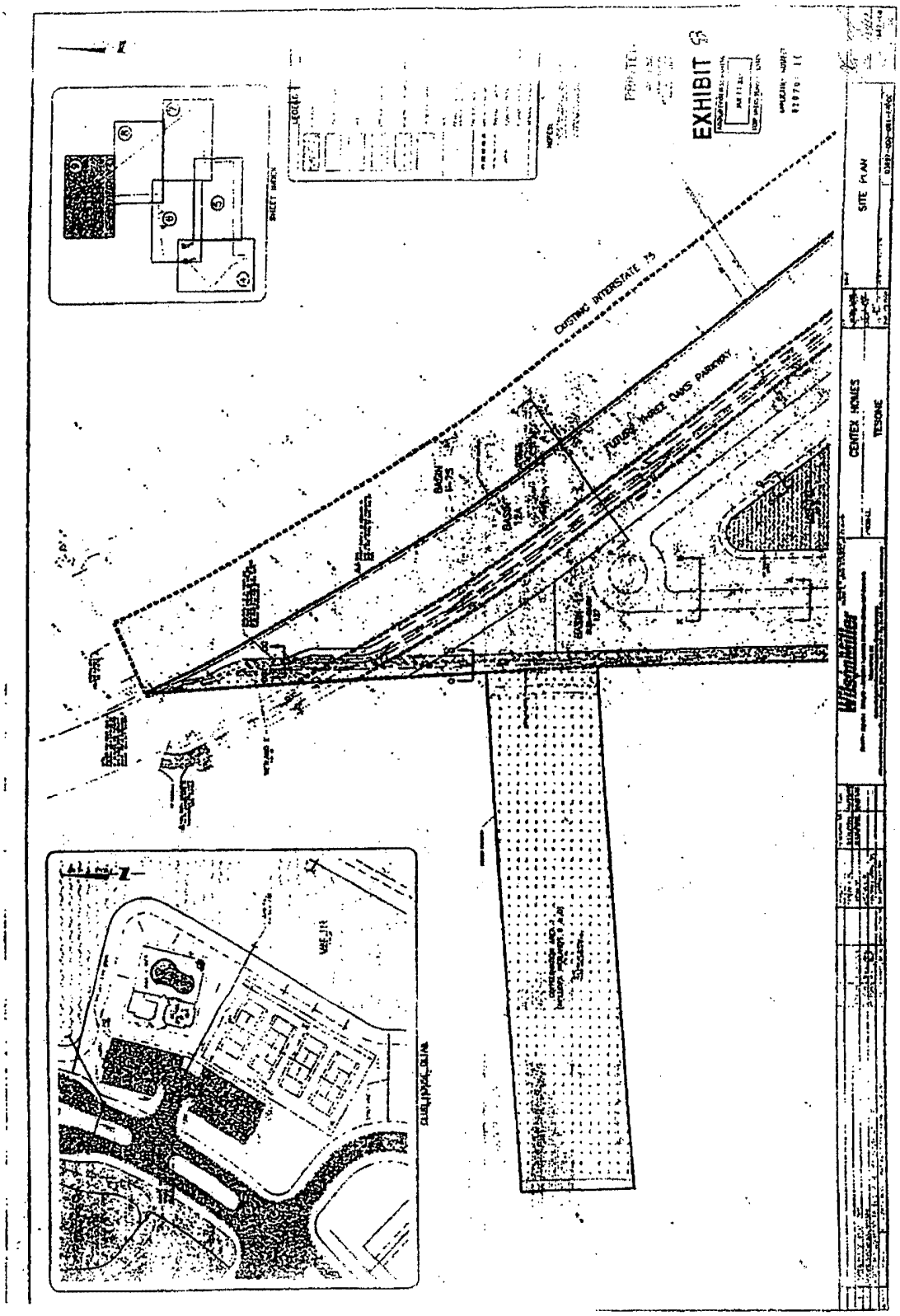
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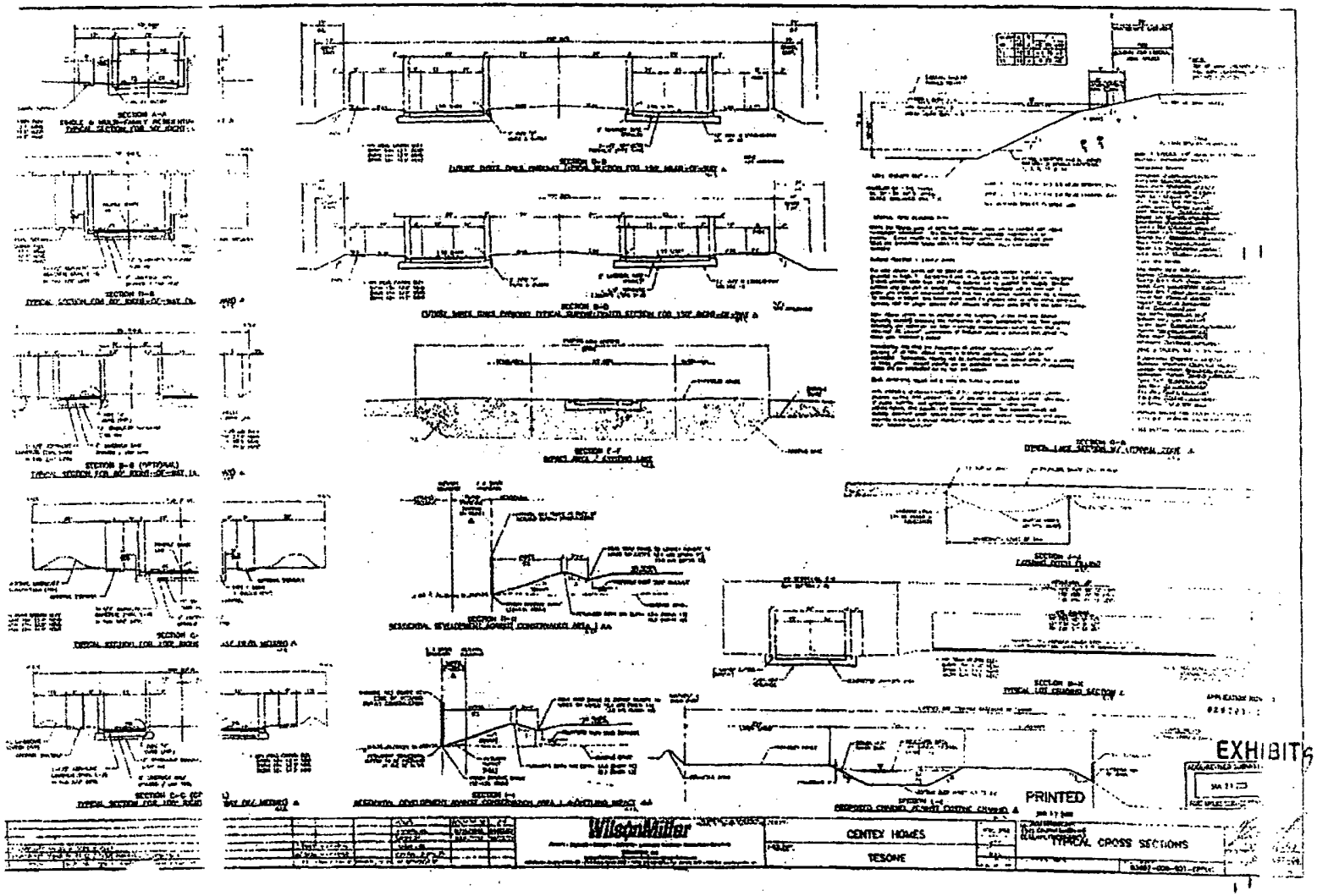


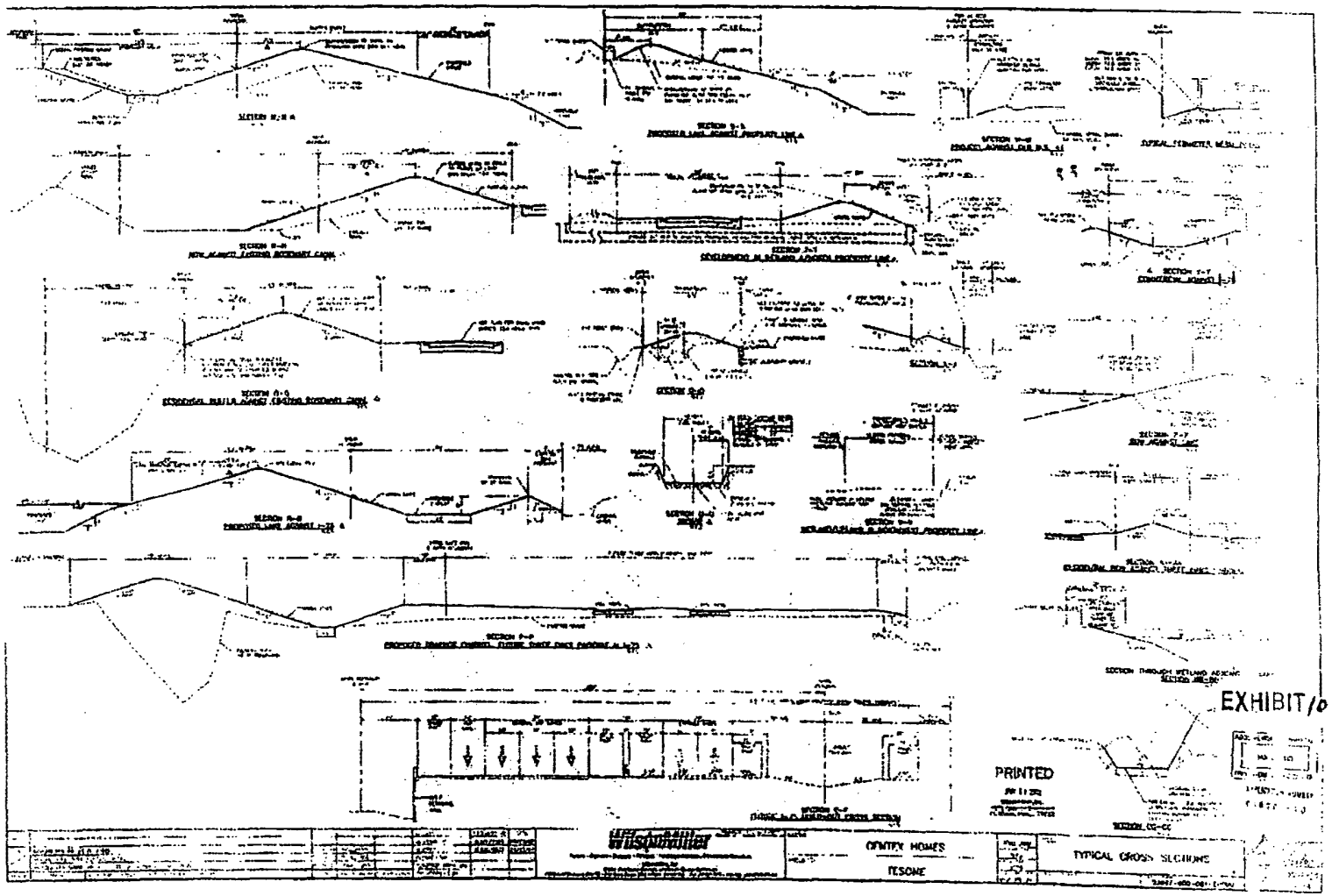
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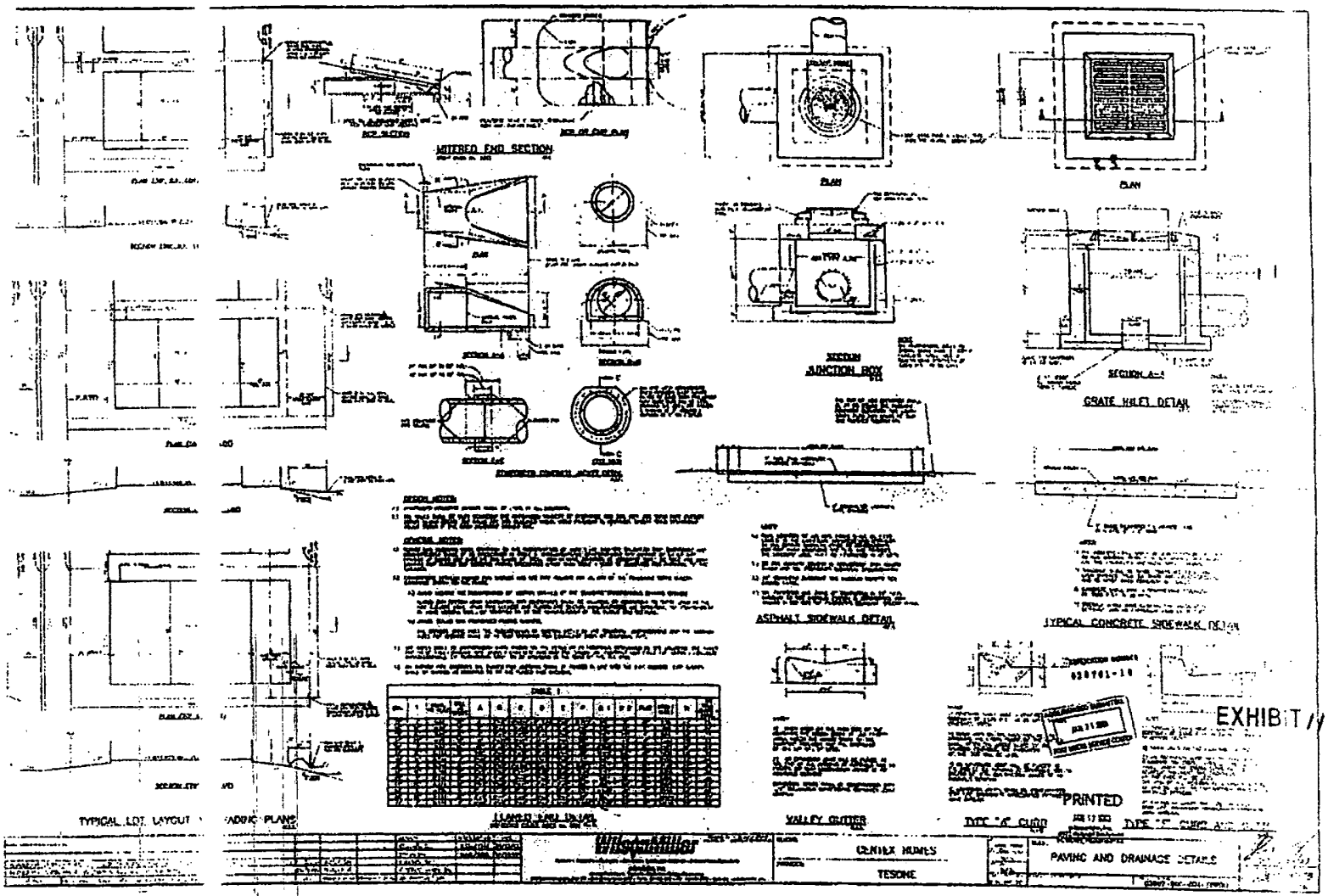


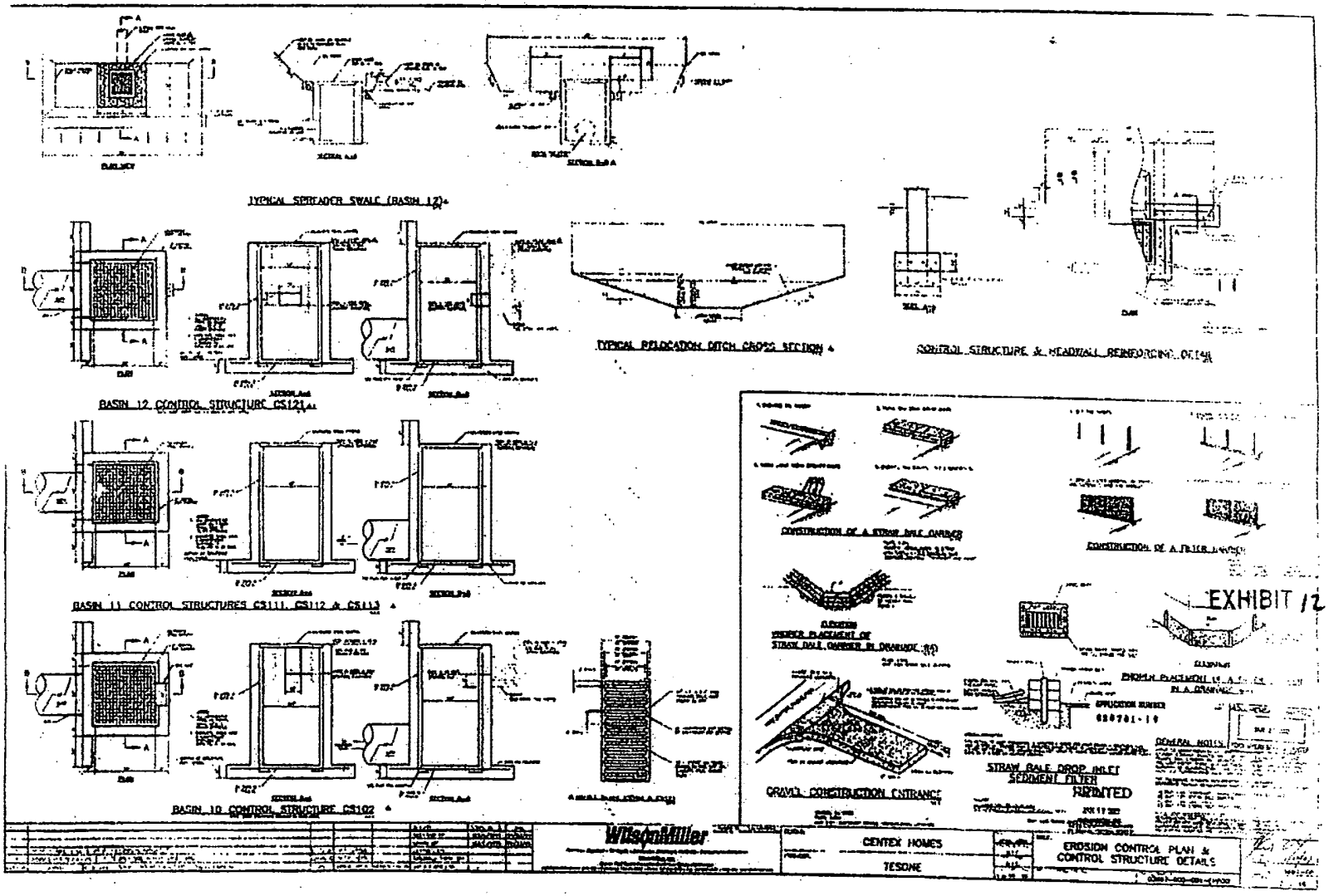
INSTR. # 2022000040623 Page Number: 196 of 226


EXHIBIT
EXISTING INTERSTATE 75
FUTURE ORANGE OAKS PARKWAY
CENTEX HOMES
TESSONE
SITE PLAN
Wilson Miller

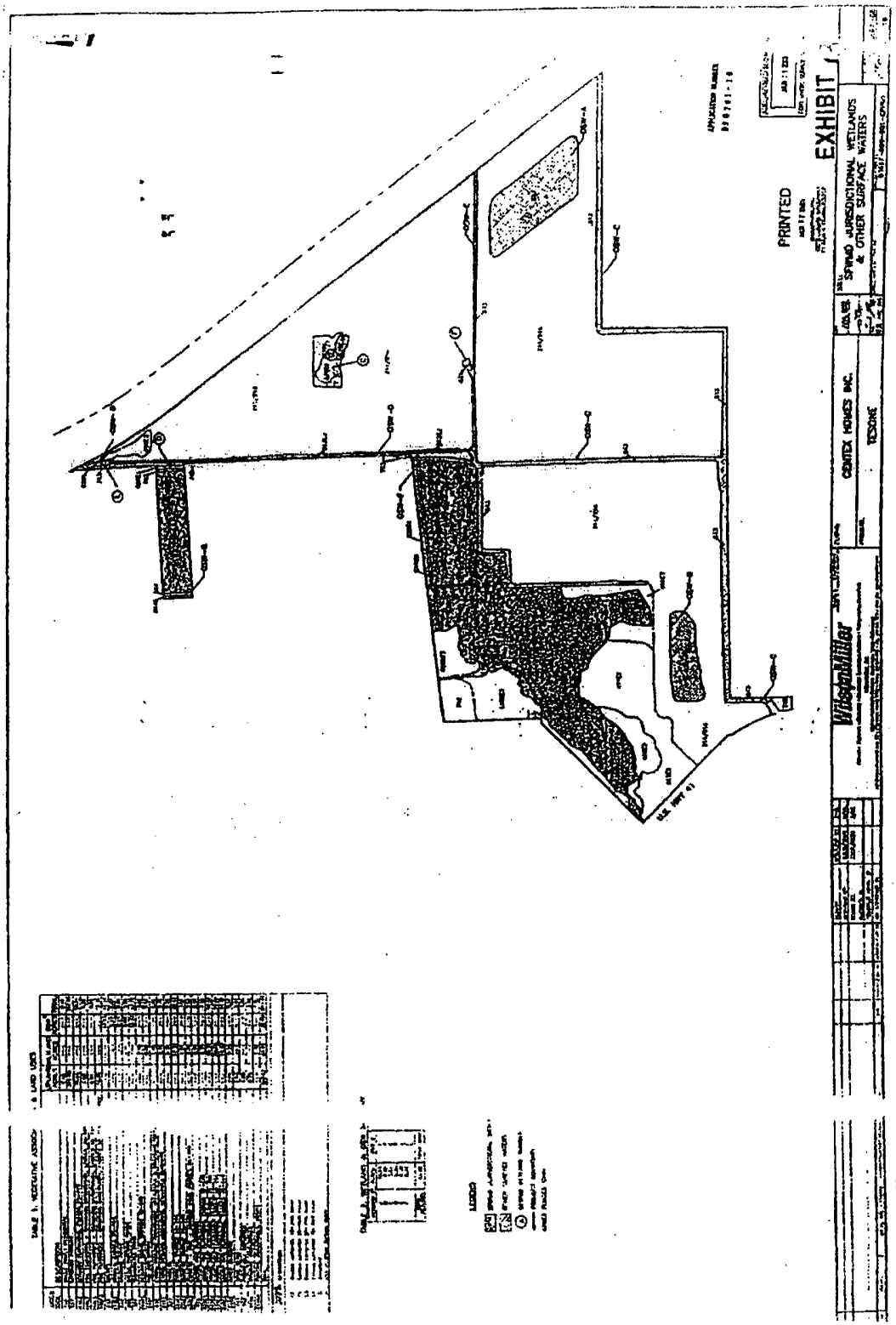

EXHIBIT 6
PRINTED
WilsonMiller
CENTEX HOMES
TESONE
TYPICAL CROSS SECTIONS

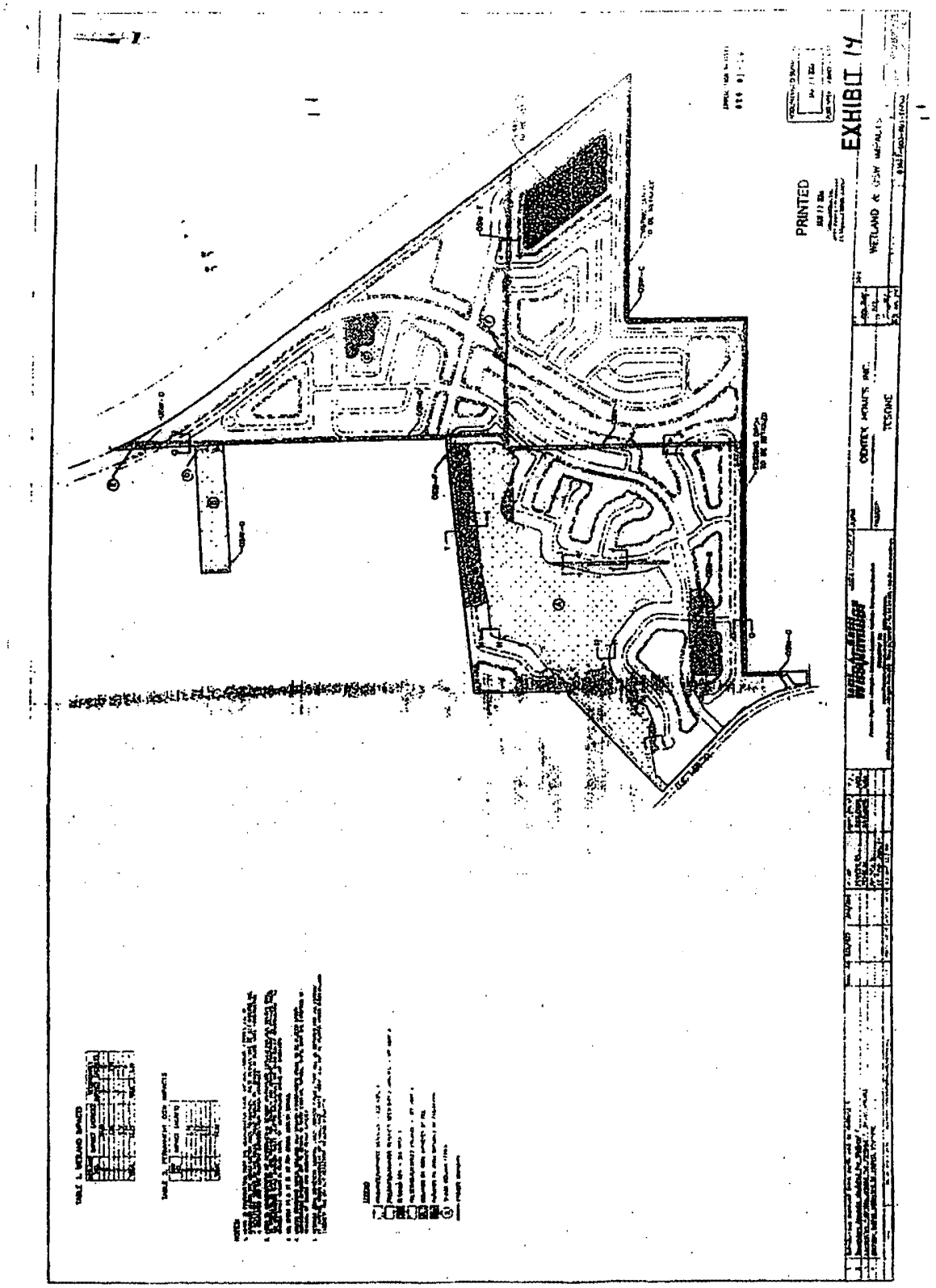

EXHIBIT /o
PRINTED
Wilshmiller
OPATRY HOMES
RESORT
TYPICAL CROSS SECTIONS

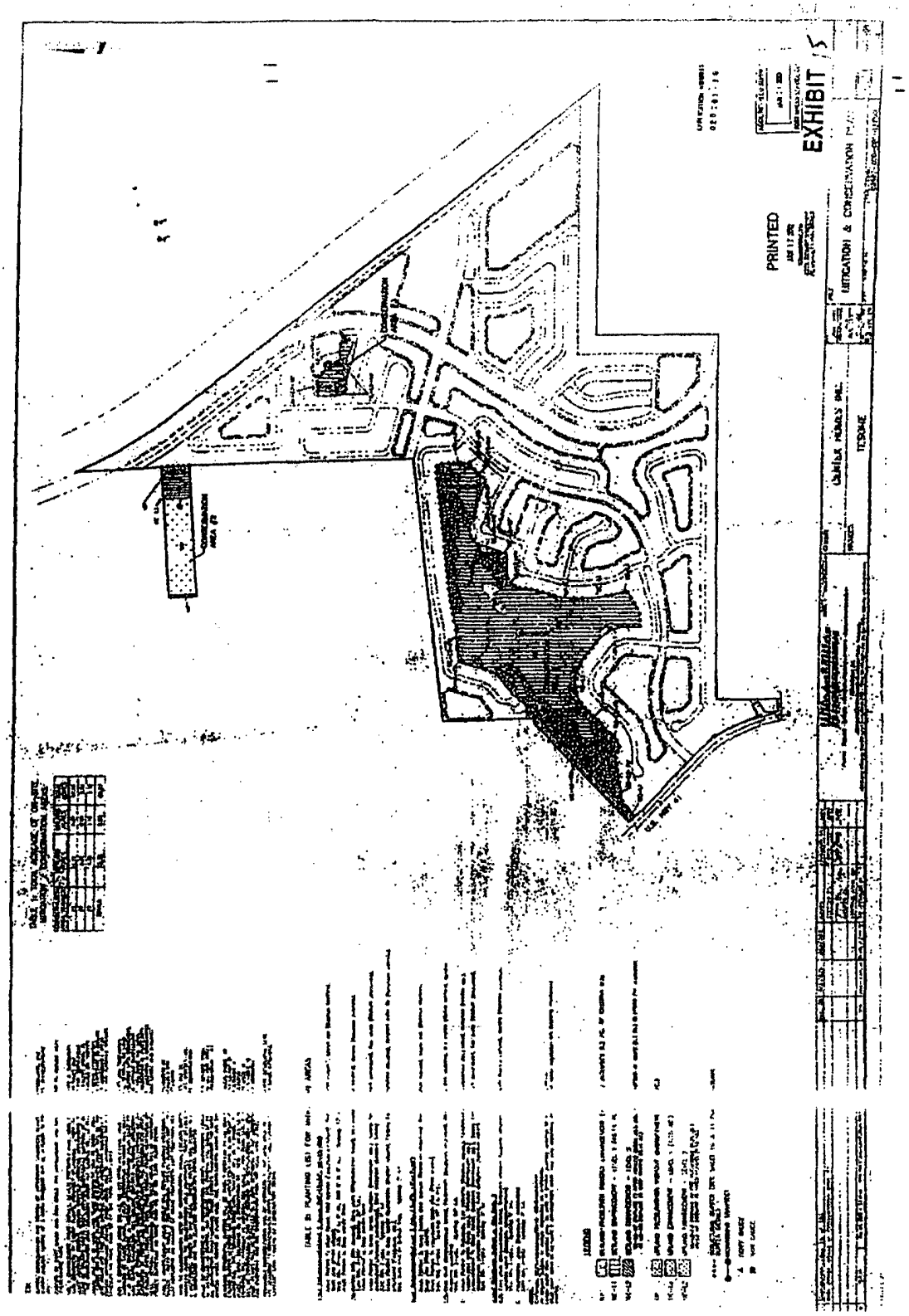

MITERED END SECTION
PLAN
PLAN
SECTION
JUNCTION BOX
SECTION A-A
GRATE INLET DETAIL
ASPHALT SIDEWALK DETAIL
TYPICAL CONCRETE SIDEWALK DETAIL
EXHIBIT
PRINTED
TYPICAL LOT LAYOUT
VALLEY GUTTER
TYPE "A" CURB
TYPE "F" CURB
CENTEX HOMES
TESONE
PAVING AND DRAINAGE DETAILS



INSTR # 2006000061683 Page Number: 167 of 192


EXHIBIT
PRINTED
SPWMD JURISDICTIONAL WETLANDS & OTHER SURFACE WATERS
CENTEX HOMES INC.
TESORE
Wilson Miller


EXHIBIT 14
PRINTED
WETLAND & VIEW IMPACTS
ODYSSEY HOMES INC.
TESORO


EXHIBIT 15
PRINTED
MITIGATION & CONSERVATION

MITIGATION PLAN
FOR THE
TESONE PROPERTY

Submitted in Support of a
State Environmental Resource Permit and
Federal Section 404 Permit

APPLICATION NUMBER
020701-10

PREPARED FOR:

CENTEX HOMES
5801 Pelican Bay Blvd., Suite 60
Naples, Florida 34108

PREPARED BY:

WILSONMILLER INC.
4571 Colonial Blvd.
Fort Myers, Florida 33912-1062

SUBMITTED TO:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Fort Myers Service Center
2301 McGregor Boulevard
Fort Myers, FL 33901

U.S. ARMY CORPS OF ENGINEERS
Fort Myers Regulatory Office
2301 McGregor Boulevard, Suite 300
Fort Myers, FL 33901

ADD/REVISED SUBMITTAL
DEC 12 2002
FORT MYERS SERVICE CENTER

December 5, 2002

Primary Author:

Bruce K. Johnson, Ph.D.
Environmental Project Manager

EXHIBIT 16

SUPERVISED SUBMITTAL
DEC 12 2002
FORT MYERS SERVICE CENTER
APPLICATION NUMBER
020701-10

1.0 INTRODUCTION

This document serves to detail the proposed components of the mitigation plan for the Tesone Property, including methods of initial exotic eradication, exotic species maintenance, planting of restoration areas and areas containing high levels of exotics, monitoring methods, and success criteria. The Tesone Property is located on 514± acres in Sections 23, 24, 25, and 26,Township 47 South, Range 25 East, Lee County, Florida. The site is bordered on the east side by Interstate 75; to the south by high-density residential development (Southern Pines and Rosemary Park subdivisions); to the west by Old US 41, low-density residential development (Tropic Acres), and undeveloped land; and to the north by I-75, low density residential and undeveloped land.

The 514± acre project site is dominated (389 acres, 76%) by disturbed areas, mostly improved pasture and fallow crop lands with associated drainage ditches. Natural areas of the site comprise the remaining 125 acres (24% of site) and include upland pine flatwoods, and forested and herbaceous wetlands. Habitats on the property are of varying quality depending on the proximity to agricultural operations and the degree of infestation by exotic plant species, primarily melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolius*), and downy rose myrtle (*Rhodomyrtus tomentosa*). Descriptions of the wetlands present on the project site, as well as other pertinent environmental information (e.g., listed species), can be found in the main body of the Environmental Supplement of which this Mitigation Plan is an appendix.

2.0 WETLAND IMPACTS

Given the distribution of site wetlands and the amount of developable acreage needed for the economic viability of the project, it was determined that complete wetland avoidance was not possible. Impact minimization efforts were then employed to limit the amount of wetland impacts. Initial efforts focused on locating the proposed development in existing disturbed areas of the site (agricultural lands, previously cleared lands) to the maximum extent possible. Those efforts were followed-up by locating unavoidable impacts in wetlands of lower quality (e.g., wetlands impacted by exotic vegetation, smaller isolated wetlands), or along the periphery of larger wetlands in order to preserve those wetland systems that currently have a sufficient degree of functional value and thus a relatively high probability of mitigation success.

2.1 Impacts to SFWMD-Jurisdictional Wetlands and OSWs

Development of the project will result in the loss of a total of 27.28 acres of SFWMD-jurisdictional areas, including 12.72 acres of wetlands and 14.56 acres of OSWs. Of the 12.72 acres of SFWMD wetland impacts, 11.56 acres (91%) are to wetlands that have been significantly disturbed or have >50% invasion by exotic species, 0.54 acres (4%) are to wetlands with moderate exotic invasion (25-50% exotics), and 0.62 acres (5%) are to wetlands with minimal exotic invasion (<25%). Of the 12.72 acres of direct jurisdictional wetland impacts, 11.04 acres involve filling of wetland areas, and excavation accounts for 1.68 acres. Of the 14.56 acres of OSWs impacted, 0.64 acres will be excavated and 13.92 acres will be filled. An additional 1.68 acres of wetlands in Wetland C are considered as secondary impacts due to surrounding development, although the wetland will be enhanced and preserved. The locations of proposed wetland and OSW impact areas are depicted on Sheet 15 of 16 of the ERP plan set.

2.2 Impacts to Corps-Jurisdictional Wetlands and OSWs

Development of the project will result in the loss of a total of 77.04 acres of Corps-jurisdictional areas, including 62.48 acres of wetlands and 14.56 acres of OSWs. Of the 62.48 acres of Corps wetland impacts, 60.28 acres (96%) are to wetlands that have been significantly disturbed or have >50% invasion by exotic species, 1.36 acres (2%) are to wetlands with moderate exotic invasion (25-50% exotics), and 0.84 acres (1%) are to wetlands with minimal exotic invasion (<25%). Of the 62.48 acres of wetlands impacted, 6.04 acres will be excavated and 56.44 acres will be filled. Of the

EXHIBIT 17

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FORT MYERS SERVICE CENTER

14.56 acres of OSWs impacted, 0.64 acres will be excavated and 13.92 acres will be filled. The locations of proposed wetland and OSW impact areas are depicted in the Corps permit exhibits.

3.0 PROPOSED MITIGATION

Proposed wetland and upland preservation areas of the project comprise 81.44 acres and the majority of those areas will be enhanced via exotic/nuisance species removal, thus increasing their functional value. Where possible, native upland buffers have been incorporated into the permit plans adjacent to wetlands. Proposed on-site mitigation for impacts to SFWMD- and Corps-jurisdictional wetlands is as follows.

3.1 On-Site SFWMD Mitigation

The following on-site mitigation is proposed as partial compensation for impacts to SFWMD-jurisdictional wetlands:

- 7.99 acres of straight wetland preservation (minimal exotic removal/enhancement needed).
- 45.14 acres of "Level 1" wetland enhancement in areas containing <50% exotics. Exotics to be hand-removed (no heavy equipment).
- 20.22 acres of "Level 2" wetland enhancement in areas containing >50% exotics. Exotics to be removed with heavy equipment, followed by replanting.
- 6.92 acres of upland preservation and enhancement in areas adjacent to wetland preservation areas. The overall acreage is divided into 0.40 acres of straight upland preservation, 1.15 acres of "Level 1" enhancement, and 5.37 acres of "Level 2" enhancement.

The locations of each of the above on-site mitigation types/activities listed above can be found on in the ERP plan set for this project.

3.2 On-Site Corps Mitigation

The following on-site mitigation is proposed as partial compensation for impacts to Corps-jurisdictional wetlands:

- 7.99 acres of straight wetland preservation (minimal exotic removal/enhancement needed).
- 45.14 acres of "Level 1" wetland enhancement in areas containing <50% exotics. Exotics to be hand-removed (no heavy equipment).
- 20.22 acres of "Level 2" wetland enhancement in areas containing >50% exotics. Exotics to be removed with heavy equipment, followed by replanting.
- 6.44 acres of upland preservation and enhancement in areas adjacent to wetland preservation areas. The overall acreage is divided into 0.40 acres of straight upland preservation, 1.15 acres of "Level 1" enhancement, and 4.89 acres of "Level 2" enhancement.

The locations of each of the on-site mitigation types/activities listed above can be found on the Corps permit exhibits for this project.

3.3 Initial Eradication of Exotics

The initial eradication of exotics in wetlands has two levels of effort:

- Level 1 - Hand-removal of exotics in areas containing <50% exotics - no mechanized clearing
- Level 2 - Mechanized clearing of exotics in areas containing >50% exotics with replanting

For the purpose of the following discussion, exotic species include Brazilian pepper, ear-leaf acacia, downy-rose myrtle, soda apple, Australian pine, and melaleuca. Nuisance species include cattail, dog fennel, West Indian marsh grass, caesar weed, primrose willow, and grapevine. Of these species, melaleuca, downy-rose myrtle and Brazilian pepper are the dominant species present on the property.

EXHIBIT 18

Level 1 Enhancement (WE-L1, UE-L1) Areas: Level 1 enhancement will occur in areas with <50% cover by exotic or nuisance species. The locations of Level 1 enhancement areas are depicted on the Permit Exhibits. Exotic eradication (primarily melaleuca, downy-rose myrtle, and some Brazilian pepper) will be accomplished via hand removal; no mechanized clearing or use of heavy equipment will occur within conservation areas. Hand removal exotic clearing methods will include the use of implements such as chainsaws, axes, and machetes to cut down exotic vegetation. This method allows for use of vehicles such as trucks and trailers, and chippers to process the debris.

Plants that are visible for 75 feet from the conservation area perimeter will be cut down and removed from the mitigation area. Stumps of cut plants will be chemically treated with an approved herbicide containing dye within 15 minutes of cutting. Debris generated during this phase of removal will be temporarily stockpiled for later burning, chipping/spreading, or transport off-site for disposal. Where chipping is utilized, any large mounds of chipped materials would either be removed or spread out so as to not inhibit development of desirable groundcover.

Interior plants (>75' from conservation area perimeter) will primarily be eradicated by chemical treatment of standing trees in order to minimize disruption and impacts to existing native wetland vegetation. Smaller individuals will be eradicated through complete removal, cut and treat, or foliar herbicidal treatment. Only EPA-approved herbicides will be utilized and a visual tracer dye will be added if not already contained in the specific herbicide mixture. All herbicides will be applied in accordance with label specifications. Such applications will be conducted by or under the direction of an appropriately licensed applicator. Felled material that is not removed from the interior of conservation areas will be handled in general accordance with the SFWMD publication "*Draft Guidelines for Melaleuca Removal*" dated 9/14/98.

Although plantings will not be required, and are not anticipated to be needed in Level 1 enhancement areas under the proposed mitigation plan, the Applicant reserves the right to plant suitable native tree, shrub, or groundcover plant species in Level 1 enhancement areas in order to improve visual aesthetics and/or enhance habitat quality.

Level 2 Enhancement (WE-L2, UE-L2) Areas: Level 2 enhancement will occur in areas with substantial (>50%) invasion by exotic or nuisance species (primarily melaleuca, downy-rose myrtle, and Brazilian pepper). The locations of Level 2 enhancement areas are depicted on the Permit Exhibits. Due to the relatively high degree of exotic infestation in these areas, initial exotic eradication will occur via mechanized clearing and the use of heavy machinery (*e.g.*, bulldozers, feller-bunchers, etc.).

Prior to initial exotic eradication, the limits of areas to be mechanically cleared will be marked with ropes, stakes, survey flagging, silt screens, enviro-fencing or a combination of these to avoid intrusion into adjacent areas. Machinery/vehicle ingress and egress routes (corridors) will be similarly marked. The protective barriers will remain in place and will be appropriately maintained until the use of mechanized equipment is completed.

3.4 Replanting Efforts

Level 2 Enhancement (WE-L2, UE-L2) Areas: Level 2 enhancement areas will require planting following initial exotic eradication. Attachment A provides a list of potential species to be planted in

depending on the degree of exotic infestation, the amount of viable native vegetation remaining following initial eradication of exotics. In worst-case situations (little remaining native vegetation), it is anticipated that trees will be planted on an average of 20-foot centers, subcanopy/shrub species on average 20-foot centers, and ground cover on 4-foot centers. Planted tree individuals will be a minimum of 4 to 6 feet in height, with approximately 50% of the trees being 6 to 8 feet in height and 3 gallons in size. Shrub specimens will be a minimum of 24 inches in height and 1-gallon in size. Ground cover will be bare-root or containerized stock, as available. Although not required, larger

stock than specified above, to be planted at a reduced density, may be used to accelerate the enhancement process.

Follow-up plantings of previously planted areas will be conducted as necessary when and where survivorship, density, and/or percent cover goals specified in the permit are not achieved. The need for such re-plantings will typically be assessed on an annual basis. Conservation Area management/maintenance activities will include removal of dead, dying, or diseased plants (both planted and existing plants) as deemed necessary.

The remaining sections of this document provide a detailed summary of the on-site monitoring, maintenance, and success protocol for the project.

4.0 MITIGATION AREA MAINTENANCE

4.1 Wetland Areas Under Conservation Easement

Wetland areas to be placed under conservation easement are identified on the Permit Exhibits and include straight preservation areas and Level 1/Level 2 enhancement areas. Wetland preservation areas will be maintained to suppress growth or re-infestation of exotic/nuisance species and maintain their abundance at low levels. Exotic species to be controlled include Brazilian pepper, ear-leaf acacia, downy-rose myrtle, soda apple, Australian pine, and melaleuca. Nuisance species include cattail, dog fennel, West Indian marsh grass, caesar weed, primrose willow, and grapevine.

Ongoing control of undesirable species will be via directed herbicide applications, physical uprooting, or a combination of these methods. Ongoing maintenance will consist solely of hand-removal; no heavy equipment will be operated within conservation areas. The management goals will be to control exotic and nuisance plants such that mitigation areas are: (a) exotic-free immediately following maintenance activities, and (b) exotic and nuisance plants constitute an average of no more than five (5) percent of the groundcover, midstory, and canopy strata combined.

Exotic plant control is likely to occur on at least a semi-annual basis for the first 2 years following initial eradication efforts. Maintenance events may be conducted more frequently if field observations indicate the need. The anticipated schedule for maintenance events is provided in Section 7 below.

4.2 Upland Areas Under Conservation Easement

Upland areas to be preserved and placed under conservation easement will undergo exotic maintenance identical to that described above in Section 4.1.

5.0 MITIGATION AREA MONITORING

5.1 Field Monitoring Methodology

Monitoring transects will be established throughout the preserved wetlands and uplands to monitor the development and success of mitigation. The approximate locations of proposed monitoring transects are provided in the Permit Exhibits. At the time of baseline monitoring, the specific location and length of qualitative and quantitative transects will be established such that they maximize the collection of pertinent data.

Qualitative data regarding the success of the wetland enhancement efforts will be collected from at least two observation stations along each transect. Qualitative data to be collected will include plant species composition in each vegetative stratum, estimated percent cover by exotic/nuisance species, and general condition of native vegetation. General information on wetland hydrology (e.g., water depth, areal extent of inundation, degree of soil saturation, etc.) will also be recorded during each monitoring event. At least two (2) photostations will be established along each transect. Photostations,

EXHIBIT 20

the ends of each transect, and at least two diagonal corners of sampling plots will be adequately marked in the field for reliable location from one monitoring event to another.

Approximately 50% of the transects will serve as quantitative transects at which data is collected on planting survivorship and percent cover by exotic/nuisance species. Quantitative transects will be situated at permanent locations and will be employed to gather the following data:

(1) For transects in Level 1 enhancement areas, sampling plots will be established at roughly equally spaced increments along each transect (minimum 4 plots per transect). Each sampling plot will be approximately 5 meters by 5 meters or larger in size. Parameters measured in each plot will include average percent cover by exotic species and average percent cover by nuisance species. Data from all sampling plots along a transect will be averaged for reporting.

(2) For transects in Level 2 enhancement areas, additional sampling quadrats will be established (minimum of 3). Each sampling quadrat will be approximately 2 meters by 2 meters in size. Parameters measured in each quadrat will include average percent cover in the groundcover stratum by non-nuisance native species, by exotic species, and by nuisance species. Data from these sampling quadrats will be averaged for reporting.

(3) For transects in Level 2 enhancement areas that pass through intensive exotic eradication areas that have been replanted with native trees and shrubs, estimates of the average percent survival of planted trees and shrubs will be made. These data will be gathered from a "belt" established along a given transect where it passes through the planted area (e.g., belt transect sampling method). A belt will have a minimum width of approximately 30 feet along the transect's length. If the belt transect sampling approach does not appear viable in a given area, estimates of tree and shrub survival will be made by taking a random sample of the planted area.

Hydrologic monitoring will be conducted via collection of wetland water level data at staff gauges depicted in the Permit Exhibits. To establish a consistent frequency for wetland water level monitoring, water levels at staff gauges will be monitored on a weekly basis during the wet season and on a monthly basis during the dry season. A rain gauge will be installed within Conservation Area 1 to provide on-site precipitation data.

5.2 Monitoring Events and Reports

The monitoring of the success of mitigation area enhancement will consist of one (1) baseline monitoring event, one (1) time-zero monitoring event, and five (5) annual monitoring events. Baseline monitoring will document existing conditions on the property prior to the initial exotic plant species eradication effort. Time-zero monitoring will be conducted immediately after the initial eradication of exotics and planting of Level 2 enhancement areas is complete. The annual monitoring event will document changes from the baseline conditions as well as the success of the exotic eradication program at annual intervals following the completion of initial eradication. The anticipated monitoring schedule is provided in Section 7 below.

Monitoring reports will be submitted within 45 days following the completion of monitoring and will provide the following information:

discussion of any other significant occurrences.

(2) Brief description of anticipated maintenance work to be conducted prior to the next monitoring event.

(3) A summary of the results of qualitative and/or quantitative vegetative and hydrologic monitoring.

(4) Photographs documenting conditions in mitigation areas at the time of monitoring.

EXHIBIT 21

(5) A plan view drawing of the mitigation area showing monitoring stations and photo stations.

(6) A summary assessment of data/observations along with recommendations as to actions necessary to achieve mitigation success.

6.0 MITIGATION SUCCESS CRITERIA

6.1 Level 1 Enhancement Areas

Success criteria for the Level 1 enhancement areas depicted on the Permit Exhibits will be as follows:

(1) Completion of initial eradication of exotic and nuisance plant species.

(2) Completion of necessary maintenance such that: a) the mitigation area is exotic-free immediately following maintenance activities, and b) exotic and nuisance plants constitute an average of no more than five (5) percent of the groundcover, midstory, and canopy strata combined at the end of the fifth year following the completion of initial exotic eradication.

6.2 Level 2 Enhancement Areas

Success criteria for the Level 2 enhancement areas depicted on the Permit Exhibits will be as follows:

(1) Completion of initial eradication of exotic and nuisance plant species.

(2) Completion of initial planting of native trees, shrubs and ground cover in areas with minimal native vegetation following initial exotic eradication.

(3) Completion of necessary maintenance such that: a) the mitigation area is exotic-free immediately following maintenance activities, and b) exotic and nuisance plants constitute an average of no more than five (5) percent of the groundcover, midstory, and canopy strata combined at the end of the fifth year following the completion of initial exotic eradication.

(4) Within approximately 3 years of the completion of initial plantings, the combined canopy, shrub, and groundcover strata must achieve an 80% combined coverage of planted and naturally recruiting native wetland species. Thereafter, maintain at least this much cover by desirable native plants.

(5) One year following initial planting of trees and shrubs or replanting of trees and shrubs, maintain a minimum average survival rate of 80 percent for these plantings.

7.0 MONITORING AND MAINTENANCE SCHEDULE

The following is the proposed work schedule for the project. The permittee shall retain the ability to modify this monitoring program and monitoring schedule should it become necessary to make the program/schedule consistent with the progression of development. SFWMD and the Corps must first approve any modification.

EXHIBIT 22

Anticipated Work Schedule for the Tesone Property

Task	Completion Date
Baseline Monitoring[1]	May 30, 2003
Initiate Construction	Jun. 30, 2003
Exotic Eradication in Level 1 & 2 Enhancement Areas	Feb. 28, 2004
Planting of Level 2 Enhancement Areas	Aug. 30, 2004
Time Zero Monitoring[1]	Sep. 30, 2004
Exotic/Nuisance Species Maintenance	Feb. 28, 2005
Exotic/Nuisance Species Maintenance	Aug. 30, 2005
1st Annual Monitoring[1]	Sep. 30, 2005
Exotic/Nuisance Species Maintenance	Feb. 28, 2006
Exotic/Nuisance Species Maintenance	Aug. 30, 2006
2nd Annual Monitoring[1]	Sep. 30, 2006
Exotic/Nuisance Species Maintenance	Aug. 30, 2006
3rd Annual Monitoring[1]	Sep. 30, 2007
4th Annual Monitoring[1]	Sep. 30, 2008
5th Annual Monitoring[1]	Sep. 30, 2009

NOTES:
[1] Reports will be submitted within 45 days of completion of field monitoring.

EXHIBIT 13

Attachment A

Potential Species Planting List for Level 2 Enhancement Areas

EXHIBIT 24

ATTACHMENT A
Potential Species Planting List for Level 2 Enhancement Areas

COMMON NAME	SCIENTIFIC NAME	Wetland Forest	Upland Forest	Deep Marsh
	Canopy Species			
Red maple	*Acer rubrum*	X		
Strangler fig	*Ficus aurea*	X		
Sweetgum	*Liquidambar styraciflua*	X		
Black gum	*Nyssa sylvatica*	X		
Slash pine	*Pinus elliottii*	X	X	
Laurel oak	*Quercus laurifolia*	X		
Live oak	*Quercus virginiana*		X	
Cabbage palm	*Sabal palmetto*	X	X	
Bald cypress	*Taxodium distichum*	X		
Florida elm	*Ulmus americana floridana*	X		
	Subcanopy/Shrub Species			
Saltbush	*Baccharis spp.*	X		
Buttonbush	*Cephalanthus occidentalis*	X		
Coco plum	*Chrysobalanus icaco*	X	X	
Florida privet	*Forestiera segregata*	X		
Pop ash	*Fraxinus caroliniana*	X		
Dahoon holly	*Ilex cassine*	X	X	
Gallberry	*Ilex glabra*	X	X	
Red bay	*Persea borbonia*	X		
Cabbage palm	*Sabal palmetto*	X		
Wax myrtle	*Myrica cerifera*	X	X	
Myrsine	*Rapanea punctata*	X	X	
Tarflower	*Befaria racemosa*		X	
Buckthorn	*Bumelia tenax*		X	
Beauty berry	*Callicarpa americana*		X	
Persimmon	*Diospyros virginiana*		X	
Rusty lyonia	*Lyonia ferruginea*		X	
Staggerbush	*Lyonia fruticosa*		X	
Winged sumac	*Rhus copallina*		X	
Saw palmetto	*Serenoa repens*		X	
	Herbaceous/Groundcover Species			
Goobergrass	*Amphicarpum muhlenbergianum*	X		
Bluestems	*Andropogon spp.*	X	X	
Three-awn grass	*Aristida spp.*	X	X	
Swamp fern	*Blechnum serrulatum*	X		
Saw grass	*Cladium jamaicense*	X		
Flatsedge	*Cyperus spp.*	X		
Wild cocoa	*Eulophia alta*	X		
Saltmarsh fingergrass	*Eustachys spp.*	X		
Rush fuirena	*Fuirena scirpoides*	X		
St. John's-wort	*Hypericum spp.*	X		
Soft rush	*Juncus effusus*	X		
Red root	*Lachnanthes carolinlana*	X		
[illegible]	*Rhynchospora colorata*	X		
Cinnamon fern	*Osmunda cinnamomea*	X		
Maidencane	*Panicum hemitomon*	X		
Beakrush	*Rhynchospora spp.*	X		
Creeping bluestem	*Schizachyrium stoloniferum*	X		
Sand cordgrass	*Spartina bakeri*	X		
Eastern grama grass	*Tripsacum dactyloides*	X		
Yellow-eyed grass	*Xyris spp.*	X	X	
Carpet grass	*Axonopus compressus*		X	

ATTACHMENT A
Potential Species Planting List for Level 2 Enhancement Areas

COMMON NAME	SCIENTIFIC NAME	Wetland Forest	Upland Forest	Deep Marsh
Lovegrass	*Eragrostis* spp.		X	
Muhly grass	*Muhlenbergia filipes*		X	
Panicum grasses	*Panicum* spp.		X	
Paspalums	*Paspalum* spp.		X	
Knotroot bristle grass	*Setaria geniculata*		X	
Goldenrod	*Solidago* spp.		X	
Leather fern	*Acrostichum aureum*			
Bacopa	*Bacopa monnieri*			
Golden canna	*Canna flaccida*			
Southern swamp lily	*Crinum americanum*			
Virginia buttonweed	*Diodia virginiana*			
Spikerush	*Eleocharis* spp.			
Fringe-rush	*Fimbristylis* spp.			
Blue flag iris	*Iris virginica*			
Big-head rush	*Juncus megacephalus*			
Frog's bit	*Limnobium spongia*			
Red ludwigia	*Ludwigia repens*			
Spatter dock	*Nuphar luteum*			X
Fragrant water-lily	*Nymphaea odorata*			X
Arrow arum	*Peltandra cordata*			X
Pickerelweed	*Pontederia cordata*			X
Arrowhead	*Sagittaria lancifolia*			X
Duck potato	*Sagittaria latifolia*			X
Soft-stem bulrush	*Scirpus* spp.			X
Fireflag	*Thalia geniculata*			X

NOTES:
Exact species installed may deviate from this list depending on property conditions and stock availability.

EXHIBIT 26

APPLICATION NUMBER
020701-10

ADD/REVISED SUBMITTAL
DEC 12 2002
SURFACE WATERS SERVICE CENTER

DRAFT

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20___, by CENTEX HOMES, a Florida Corporation, having an address at 5801 Pelican Bay Blvd., Suite 60, Naples, Florida 34108, its heirs, successors and assigns ("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 develop the Tesone Property ("Project") at a site in Lee County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District") and the U. S. Army Corps of Engineers ("COE"); and

WHEREAS, District Permit No. _____ ("Permit"), as may be modified or amended from time to time, authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, COE Permit No. _____, as may be modified or amended from time to time, authorizes certain activities which affect surface waters or wetlands in or of the United States; and

WHEREAS, the Permit requires that the Grantor preserve and/or mitigate wetlands under the District's and COE'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 Permits, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), 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 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:

1. It is the purpose of this conservation easement to retain land or water areas in their

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:

EXHIBIT 2.7

APPLICATION NUMBER
120701-10

a. To enter upon the 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

b. 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.

2. 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:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, with the exception of passive recreational facilities as allowed under Section 3 below;

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

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

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

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

f. 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;

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

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

3. Passive Recreational Facilities. 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 that are not inconsistent with any District rule, criteria, the Permit and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this conservation easement may be permitted upon written approval by the District and COE.

ADDL'L ISED SUBMITTAL DEC 12 2002 FORT MYERS SERVICE CENTER

a. The Grantor may conduct limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

EXHIBIT 28

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. This conservation easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.

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

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

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

7. 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 non-prevailing party in such proceedings.

8. Grantee and COE shall each have enforcement rights of the terms, provisions and restrictions of this conservation easement. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, or COE, and any forbearance on behalf of Grantee or COE 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.

9. Grantee and COE will hold this conservation easement exclusively for conservation purposes. Grantee and COE 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.

10. 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 the conservation easement is preserved.

11. 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.

12. 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,

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 are inconsistent with the terms of his conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation

EXHIBIT 29

DRAFT

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, _____ has hereunto set its authorized hand this _____ day of _____, 20___.

Signed, sealed and delivered in our presence as witnesses:

_____

Print Name _____

_____

Print Name _____

Centex Homes
a Florida Corporation

By: _____

Print Name: Thomas Weigent

Title: Land Development Manager

STATE OF FLORIDA
COUNTY OF LEE

On this _____ day of _____, 20___ before me, the undersigned notary public, personally appeared _____, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the (position) _____ of Centex Homes, a Florida corporation, and acknowledged that he/she executed the same on behalf of said corporation and that he was duly authorized to do so. He/she is personally known to me.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

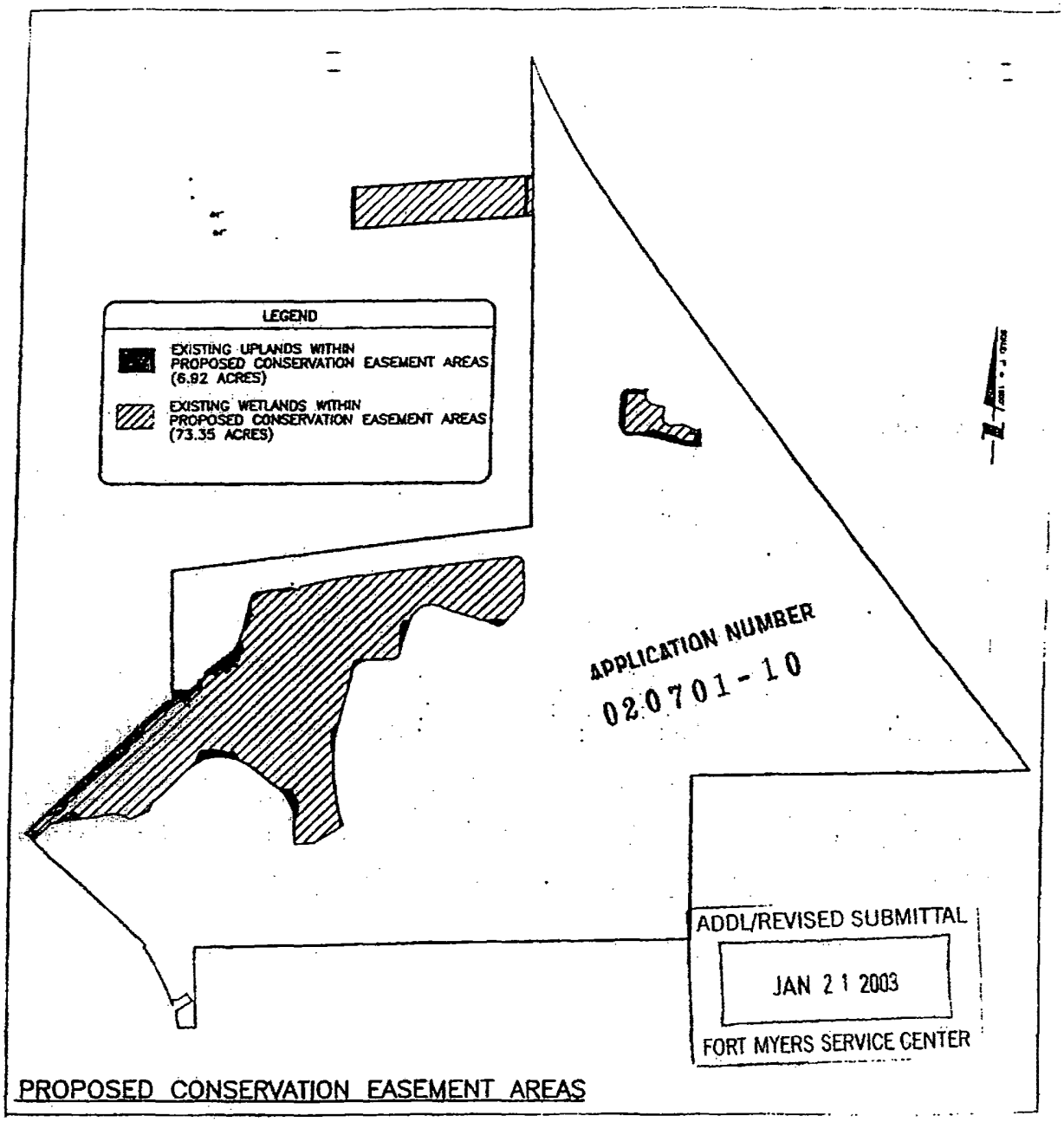
_____

Notary Public
Print Name _____
My Commission Expires: _____

ADDL/REVISED SUBMITTAL
DEC 12 2002
FORT MYERS SERVICE CENTER

APPLICATION NUMBER
020701-10

EXHIBIT 30



PROPOSED CONSERVATION EASEMENT AREAS

TESONE

APPLICANT: CENTEX HOMES

WilsonMiller

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants

WilsonMiller, Inc.

Naples • Fort Myers • Sarasota • Bradenton • Tampa

FLA. REG. #

COUNTY: COLLIER	DATE: JAN 2
SEC: 23, 24, 25, 26 TWP: 46S RGE: 25E	REV NO:
PROJECT NO: 3697-000-001-EPS01	FILE NO: A-3697-23
DRWN BY/EMP NO: V.J.P./1115	SHEET NO: 1 OF 1

TESONE PROPERTY
Big Cypress Fox Squirrel Management Plan

Prepared For:

CENTEX HOMES
5801 Pelican Bay Blvd., Suite 60
Naples, Florida 34108

Prepared By:

WILSONMILLER, INC.
3200 Bailey Lane, Suite 200
Naples, Florida 34105

January 2003

EXHIBIT 32

1.0 INTRODUCTION

The Tesone Property is located on 514± acres in Sections 23, 24, 25, and 26,Township 47 South, Range 25 East, Lee County, Florida. The site is bordered on the east by Interstate 75, to the south by residential development, to the west by Old US 41 and residential development, and to the north by low density residential and undeveloped land. The proposed project consists of 1,400± residential units (single family and multi-family), along with internal roadways, and other basic infrastructure (*e.g.*, utilities, stormwater drainage structures, etc.). This management plan is intended to satisfy the requirements related to the South Florida Water Management District (SFWMD) Environmental Resource Permit for protection of the Big Cypress fox squirrel (BCFS) and its habitat.

The Big Cypress fox squirrel (*Sciurus niger avicennia*) is classified by the Florida Fish and Wildlife Conservation Commission (FWC) as a threatened species and it is not listed by the U.S. Fish and Wildlife Service. The fox squirrel is much larger than other squirrel species in Florida. All fox squirrels have a white muzzle and forehead, and most have white patches on the backsides of the ears. The underside can be white, creamy yellow, rusty orange or black. The tail is long and bushy. Fox squirrels prefer open pine flatwoods and open pine-oak systems but can be found in pine-cypress stands and cypress strands. They forage extensively on the ground and do not do well where there is heavy shrub and/or ground cover. Periodic fires that kill hardwoods and promote grassy ground cover are necessary for sustaining long-term populations.

No Big Cypress fox squirrels were observed during the listed species surveys conducted during January, February, April, and May of 2002. However, it is possible that this species may occur on the project site. This conclusion was reached due to the presence of chewed pinecones, squirrel nests (unidentified as to species), and the habitat that exists on the project site.

A majority of the habitat on the project site that has the potential to be used by BCFS will be preserved and enhanced in post-development. Much of the existing habitat on site is unsuitable for fox squirrel utilization due to heavy exotic infestation (primarily melaleuca and downy rosemyrtle) and/or thick native groundcover. The final site plan for the project, as currently submitted for SFWMD permitting, provides approximately 80 acres of forested conservation area to be preserved in perpetuity. The conservation areas contain both wetlands and uplands, which would provide suitable fox squirrel habitat, if fox squirrels exist on the site. Regardless of whether Big Cypress fox squirrels are actually observed on site, protection will be achieved by a program of contractor education, exotic vegetation eradication with perpetual maintenance, and distribution of educational pamphlets for residents.

2.0 PROTECTION DURING CONSTRUCTION

Efforts will be made during eradication of exotic vegetation within the conservation areas and during the various phases of construction, to help ensure the safety of potential fox squirrels located on site. Actions taken will include the following:

- **Educational pamphlets** will be provided to contractors involved in land clearing and/or exotic vegetation eradication. These pamphlets will provide information regarding the special status of fox squirrels, the appearance of fox squirrels and their nests/dreys/beds, and measures to be taken during construction to help protect these squirrels. Workers performing clearing work will be informed to exercise caution in the immediate area where a fox squirrel is observed.
- **Inspection of areas to be cleared.** Prior to clearing of potential fox squirrel habitat, a qualified biologist will inspect the area to be cleared for the presence of squirrel nests. If a nest is observed in an area to be cleared, the biologist will observe the nest to verify whether the nest is being used. If no fox squirrels are present, the nest will be removed to discourage squirrels from returning.

EXHIBIT 33

If young fox squirrels are determined to be in a nest, a buffer having a radius of 125 feet will be fenced off around the tree using an enviro-fence, or another similar restrictive mechanism. No construction will be performed in this buffer area until after the young fox squirrels have left the nest. Any such nest protection, with subsequent removal, would be coordinated with, and approved by, the FWC.

- **Coordination during clearing.** Workers performing clearing work will be informed to exercise caution within potential fox squirrel habitat. In the event a fox squirrel or fox squirrel nest is observed, workers will cease work within 125 feet of the occupied tree(s) and immediately call the project biologist. The project biologist will visit the construction site and observe/identify the squirrel. The squirrel will be encouraged to leave the area targeted for impact by the actions of the biologist. Squirrel nests will be treated as previously discussed.

3.0 PUBLIC EDUCATION AND OTHER PROTECTION METHODS

A program will be established to educate residents and visitors about fox squirrels. In addition, other protective measures will be implemented on the property, as noted below:

- **Educational pamphlets** will be provided to all homeowners to inform residents of the potential presence of fox squirrels on site (sample attached). The pamphlets shall include information as follows:
  1. a picture and description of the fox squirrel and its status as a listed species;
  2. notes regarding the life history and ecology of the fox squirrel;
  3. information regarding the interaction of the public with the fox squirrel;
  4. a note to homeowners who have dogs, requiring that they leash their dogs;
  5. advice to homeowners that free-running house cats are predators of squirrels and that no house cats should be allowed to roam free out of doors;
  6. a map showing the Conservation Areas together with a discussion of the protected status and nature of these areas; and
  7. a note to indicate that molesting the fox squirrel is illegal.
- **Outdoor lighting** will be directed toward improved areas and not the conservation areas, as feasible.

4.0 HABITAT MANAGEMENT & MAINTENANCE ACTIVITIES

Requirements for habitat management and maintenance plan will be part of the SFWMD Environmental Resource Permit. Specifics of the management activities are outlined therein.

EXHIBIT 34

South Florida Water Management District
Existing / Proposed Environmental Features Information

erp_existing_site_details.rdf
Run Report on: 20-MAR-03 04:10 PM
Application Number: 020701-10

CSTR NEW TE ONE — ONSITE

	Pre-development				Post-Development			
OSW								
A	22	N/A	N	Lakes > 10 Acres But < 100 Acres		13.22		
B	08	N/A	N	Lakes < 10 Acres Which Are Dominant	5.98			
C	06	N/A	N	Water	5.12	9.77	1.07	1.07
D	02	N/A	N	Water	2.02			
E	18	N/A	N	Water	1.18			
F	15	N/A	N	Water	.26		.19	.19
G	19	N/A	N	Water			.19	.19
Total:	00				14.56	22.99	1.45	1.45
UPLA								
1	49	N/A	N	Urban And Residential				
1	92	N/A	N	Upland Coniferous Forests				
1	19	N/A	N	Roads And Highways				
1	08	N/A	N	Disturbed Lands				
1	03	N/A	N	Spoil Areas				
1	94	N/A	N	Pine Flatwoods				
1	3 60	N/A	N	Improved Pastures				
Total:	3 85							
WETL								

EXHIBIT 35

EXHIBIT 25

South Florida Water [illegible]agement District
Existing / Proposed Environmental Features Information

erp_existing_site_details.rdf
Run Report on : 20-MAR-03 04:10 PM

Application Number: 020701-10

CSTR NEW TESONE

ONSITE

Pre - Development					Post - Development			
WETL								
Status	Acreage	Condition	Retained	Community	Impact	Preserved	Enhanced	Restored
A	8.00	GOOD	N	Inland Ponds And Sloughs	Direct		8.00	8.00
A	1.68	POOR	Y	Melaleuca-Wetland	Direct	.18	1.50	1.50
A	22.42	GOOD	N	Cypress	Direct	.28	22.14	22.14
A	2.20	GOOD	N	Cypress - Pine - Cabbage Palm	Direct	.02	2.18	2.18
A	35.19	GOOD/FAIR	Y	Wetland Coniferous Forests	Direct	8.90	26.29	26.29
A	.16	FAIR	N	Emergent Aquatic Vegetation	Direct		.16	.16
A	1.30	POOR	N	Non-Vegetated	Direct	1.06	.24	.24
B	8.88	GOOD	N	Wetland Coniferous Forests	Direct		8.88	8.88
C	2.30	POOR	Y	Melaleuca-Wetland	Direct	1.58	.72	.72
C	1.64	GOOD	N	Cypress	Direct	.10	1.54	1.54
D	.25	GOOD	N	Wetland Coniferous Forests	Direct		.25	.25
E	.26	POOR	Y	Melaleuca-Wetland	Direct	.26		
F	.34	FAIR	N	Cypress	Direct	.34		
Total:	84.62					12.72	71.90	71.90

EXHIBIT 35

South Florida Water Management District

Mitigation Monitoring Work Schedule

Application No : 020701-10

Mitigation Plan ID : TESONE

Activity	Due Date
BASELINE MONITORING REPORT	30-MAY-2003
SUBMITTAL OF RECORDED CONSERVATION EASEMENT	30-JUL-2003
EXOTIC VEGETATION REMOVAL	28-FEB-2004
PLANTING MITIGATION AREA	30-AUG-2004
TIME ZERO MONITORING REPORT	30-SEP-2004
EXOTIC/NUISANCE SPECIES MAINTENANCE	28-FEB-2005
EXOTIC/NUISANCE SPECIES MAINTENANCE	30-AUG-2005
FIRST MONITORING REPORT	30-SEP-2005
EXOTIC/NUISANCE SPECIES MAINTENANCE	28-FEB-2006
EXOTIC/NUISANCE SPECIES MAINTENANCE	30-AUG-2006
SECOND MONITORING REPORT	30-SEP-2006
EXOTIC/NUISANCE SPECIES MAINTENANCE	28-FEB-2007
THIRD MONITORING REPORT	30-SEP-2007
FOURTH MONITORING REPORT	30-SEP-2008
FIFTH MONITORING REPORT	30-SEP-2009

Exhibit No : 36