Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
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Rec Fees: $2,279.50

This instrument prepared by, and after recording please return to:

Charles Mann
Pavese Law Firm
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

Recording and Fees:
Recording (_____) Pages - $_____

RECORD IN LEE COUNTY, FLORIDA

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR KINGSTON SOUTH

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS, FOR KINGSTON SOUTH ("Master Declaration") is made this 5th day of March, 2026, by **CAM7-Sub, LLC**, a Florida limited liability company ("Declarant") for itself and its successors, grantees, and assigns; for the sole purpose of submitting its lands to the jurisdiction of the Master Declaration.

W I T N E S S E T H:

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

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

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

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

Declarant may impose in an agreement recorded in the Public Records of Lee County, Florida.

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

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

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

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

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

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

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

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

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

1.9 "Community" means the residential community to be called Kingston South, which is to be developed upon the Land and all improvements now or hereafter located thereon, and includes the Land and all improvements on any land submitted to the provisions of this Master Declaration, and any lands added hereafter pursuant to the right to add additional lands.

1.10 "Conservation Areas" means those areas designated by Lee County and/or the SFWMD

or other governmental entity that are required to be preserved in their natural or permitted state and that cannot be altered or modified, and may include real property located outside of the Community and/or not included in the description of the Land.

1.11 "County" means Lee County, Florida.

1.12 "CDD" means one or more Community Development Districts formed on any portion of the Property. At the time of the recording of this Declaration, the Kingston One Community Development District has been formed over portions of the Property.

1.13 "Declarant" means and refers to CAM7-Sub, LLC, a Florida limited liability company, its successors and assigns, provided that an Owner shall not, solely by purchase of a Parcel or Unit, be deemed a successor or assign of Declarant or of the rights of Declarant under this Master Declaration, unless such Owner is specifically so designated as a successor or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Declarant. The Declarant shall have the right to designate any other party or entity as a successor Declarant, and if such designation occurs, the designated party or entity shall succeed to all of the Declarant's obligations, rights, and powers as set forth in the Governing Documents.

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

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

1.16 "Guest" means a person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant.

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

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

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

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

1.21 "Master Declaration" means and refers to this Master Declaration of Covenants,

Conditions, Restrictions, and Easements for Kingston South, as it may be amended or supplemented from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.40 "Unit" shall mean and refer to a single-family platted lot containing or intended to be improved with a Residence. In the case of a Parcel on which improvements are under construction, the Parcel shall be deemed to contain the number of Units designated for residential use for such Parcel by Declarant. Units may be further defined and designated in Supplemental Declarations to this Master Declaration. The term "Unit" will also include a Villa Unit.

1.41 Villa Units" means the attached Units that are not condominium units. The term Villa Units is used herein in the context of provisions that relate specifically to Units that are villas, as opposed to Units and Units generally.

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

2. DEVELOPMENT PLAN. The Owners recognize that the Community may be under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Land may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Declarant and others may have presented to the public certain renderings, plans, and models

showing possible future development of the Community. Declarant does not warrant in any way the schemes in these renderings, plans or models, which are primarily schematic, conceptual, subject to change, and in no way represent a final development plan for the Community. Many factors, including changes in market conditions and in consumer preferences, may cause Declarant to change such development plan, and nothing in this Master Declaration shall in any way limit the right of Declarant, in its sole and absolute discretion, to change the development plan. Notwithstanding, the Declarant makes no representation or warranty regarding the final number of Units or the timing of (nor the guarantee of) the construction of Units or the number or types that will ultimately be constructed, and the Declarant may elect not to construct all of the Units. Similarly, the Declarant reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of Units that may be constructed in the Community and, therefore, the number of Units that may be subjected to this Master Declaration. If the Declarant adds and subjects real property that is not described in **Exhibit "A"** or obtains approval from zoning and regulatory authorities to increase the maximum number of Units that may be conveyed, the date upon which the Turnover Meeting occurs (as set forth in Section 14.8 below) shall be adjusted accordingly.

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

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

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

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

construct pedestrian pathways through designated preserve or Conservation Areas. Signs notifying residents of conservation/preserve limits are required to be located in approximately 300ft intervals along the conservation easement/residential development boundary. These signs must be maintained by the Master Association or a CDD.

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

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

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

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

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

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

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

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

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

3.3 Member for the Day - Private Club. In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Master Association may create a daily membership to facilitate dispensing of alcoholic

beverages to daily guests of the Master Association. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Master Association for daily membership. In all events, any daily guest who has been charged for and paid for use of the club shall be considered a Member for that day.

3.4 Non-Resident Family Honorary Memberships. In addition to Class "A" and Class "B" Members, there shall be seven (7) Non-Resident Family Honorary Memberships in the Master Association. Each Non-Resident Family Honorary Member will be entitled to the same privileges as Class "A" Members, except that the Non-Resident Family Honorary Members will not be required to pay any Assessments or any other Master Association dues, fees, or membership contribution (whether capital or otherwise) to the Master Association or CAM7-Sub, LLC, nor will Non-Resident Family Honorary Members be required to meet any food and beverage minimums.

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

Joseph Cameratta
Dominic Cameratta
Nicholas Cameratta
Anthony Cameratta
Russell Cameratta
Cheryl Smith
Michael Bauman
Raymond Blacksmith

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

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

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

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

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

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

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

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

4.2.2 The prorata share of capital improvement Assessments.

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

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

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

4.2.4.1 For purposes of this Master Declaration, in addition to the regular annual Assessments, capital improvement Assessments, and special Assessments adopted pursuant to Section

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

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

4.2.5.1 A "food and beverage minimum" Assessment in the initial amount of $480 per fiscal year, shall be due and payable in full at the same time as the first installment of the regular Assessment. The food and beverage Assessment must be used in full by the end of the fiscal year. Therefore, no unused food and beverage minimum within a fiscal year shall be reimbursed or carried over to the following fiscal year. However, there shall be no food and beverage minimum until such time that food and beverages are made available in the Community. The Board may increase the food and beverage minimum from time to time. The food and beverage minimum Assessment shall not apply to any Unit or Parcel owned by Declarant or a Builder without a Residence, nor shall the food and beverage minimum Assessment apply to any unit or Parcel owned by Declarant or Builder with a Residence except if such Residence is occupied as a home. If an Owner leases a Unit, the tenant of the Unit shall receive credit for the food and beverage assessment paid by the Owner. If an Owner owns multiple Units, the Owner shall be responsible for the minimum food and beverage assessment for each Unit owned.

4.3 Vacant Lot and Builder Assessments. Except as may specifically be otherwise set forth herein, until such time as a certificate of occupancy is obtained for a Residence that is located on any Parcel or Unit, such Parcel or Unit shall only be responsible to pay fifty percent (50%) of any Assessments that are payable by a Parcel or Unit. At such time as a Residence is located on a Parcel or Unit, the Owner shall be obligated to pay one hundred percent (100%) of all Assessments levied against the Parcel or Unit. However, notwithstanding the above, so long as the Declarant is funding deficits as ser forth in Section 4.6 below, a Builder or Declarant shall be obligated to pay only fifty percent (50%) of Assessments on any Residences operated as models or sales centers within the Community. Once a Model or sales center is sold to a third-party buyer or otherwise no longer operated as a model or sales center, then the Builder shall be obligated to pay one hundred percent (100%) of all Assessments.

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

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

4.6 Declarant's Option to Fund Budget Deficits. During the Declarant membership, Declarant may satisfy its obligation for Assessments on Parcels and Units that it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's Assessment obligation either by: (i) paying such Assessments in the same manner as any other Owner, or (ii) by paying any operating expenses incurred that exceed assessments receivable from the other Owners and other income of the Master Association.

This amount shall be consistent with the Declarant's obligation to pay and fund the deficit as provided by and consistent with Section 720.308(1)(b), Florida Statutes (2025). In addition to the foregoing, the term "other income" as provided in this Section and as used in Section 720.308(1)(b), Florida Statutes (2025), shall include, but not be limited to, any and all Initial Contributions or Resale Contributions paid by Owners to the Master Association shall serve to offset the Declarant's deficit funding obligation. As used in this Section and in Section 720.308(1)(b), Florida Statutes (2025), the term "assessments receivable" shall include Assessments paid and received by the Master Association, as well as any Assessments not yet received but shown and otherwise generally considered monies that are "accounts receivable." In all events, the Declarant's obligation to fund the budget deficit under this Master Declaration shall expressly exclude any obligation to fund or pay any reserves, including, but not limited to, any reserves for capital expenditures, deferred maintenance, contingencies, or insurance. Unless otherwise prohibited by law or by generally accepted accounting principles, the operating budget deficit shall be calculated and determined on a cumulative basis and not an annual basis. Nothing contained in this Section shall obligate the Declarant to pay an amount greater than one hundred (100%) of the regular Assessment and special Assessments levied on the Parcel or Unit for which the Declarant is responsible. Any further or additional deficiency shall be funded through a special Assessment levied against Class "A" Members. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. Notwithstanding any provision of this Master Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any Assessments for any land not platted as individual lots owned or created as residential units by Declarant that may be included within the Community. Only upon Declarant's recording of a plat creating individual lots for land owned by Declarant and included in the Community and which Declarant intends to sell to end purchasers, shall Declarant be responsible for Assessments as provided in this Master Declaration. Notwithstanding any provision of this Master Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any Assessments for platted lots that the Declarant owns and will be conveying to other Builders within Kingston South. Any reference in this Section to Section 720.308(1)(b), Florida Statutes, shall refer to the statutory section as it existed in the 2025 Florida Statutes, and not as that section may be amended from time to time.

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

4.8 Priority of Liens. The Master Association's lien for unpaid Assessments shall relate back to the original date of recording of this Master Declaration. Notwithstanding, as to first mortgages of record, the lien shall be effective from and after the date of recording of the claim of lien. Any lease of a Unit shall be subordinate and inferior to any claim of lien of the Master Association, regardless of when the lease was executed. The liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title, shall be as provided in Section 720.3085, Florida Statutes, as amended from time to time. Any unpaid Assessment that cannot be collected

as a lien against any Parcel or Unit by reason of the provisions of this Section may be treated as a Master Association Expense divided equally among, payable by, and assessed against all Parcels or Units, including the Parcel or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

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

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

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

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

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

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

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

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

4.11 One-Time Payments to Declarant. The Declarant reserves the right to collect from the buyer at each initial sale of a Unit or Parcel with a Residence, at the time an Owner acquires title to the Unit or Parcel from the Declarant or a Builder, a one-time payment equal to $5,000.00, which payment may be used by Declarant for any purpose ("One-Time Payment"). The One-Time Payments are not an Assessment, not a capital contribution, not a resale contribution, and shall not be considered as an advance payment of Assessments, nor a reserve, and Declarant shall have the exclusive right to use the One-Time Payment, including after Turnover of the Master Association. Declarant shall have the right to assign the right to receive and collect all or any portion of the One-Time Payment in Declarant's sole discretion.

4.12 Initial Capital Contribution. The initial capital contribution ("Initial Contribution") shall be

considered "other income" and shall be due and payable to the Master Association by the transferee upon the initial conveyance of title to a Unit or Parcel by the Declarant or a Builder to an Owner that is not the Declarant or a Builder, and serve to offset the Declarant's deficit funding obligation. At each initial conveyance, a $750.00 Initial Contribution shall be made to the Master Association.

4.13 Resale Contribution. A $3,500.00 resale contribution ("Resale Contribution") shall be considered "other income" of the Master Association, shall be due and payable to the Master Association by the transferee upon each conveyance of title to a Unit or Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Declarant or a Builder, and shall serve to offset the Declarant's deficit funding obligations. Prior to Turnover, the Declarant shall determine the amount of the Resale Contribution. Subsequent to Turnover, the Board of Directors shall determine the amount of the Resale Contribution for a particular calendar year. The Board of Directors may increase the Resale Contribution in subsequent calendar years. The Resale Contribution will be collected at closing and, upon payment, may be used to pay any Master Association Expenses. The Resale Contribution is an Assessment against, and is secured by a continuing lien against, Units and Parcels. However, the Resale Contribution shall not be considered an advance payment of any regular or special Assessment. Payment of the Resale Contribution shall be the legal obligation of the transferee of the Unit or Parcel. For the purposes of this Section 4.13, the term "conveyance" shall mean the transfer of title to a Unit or Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust, or similar conveyance of a beneficial interest. With the exception of the Declarant or a Builder, if the Owner is a corporation, limited liability company, or other business entity, then the term "conveyance" shall include the sale, issuance, or transfer of any voting capital stock or interest of the Owner, or of any corporate entity that directly or indirectly controls the Owner, that shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Declarant or a Builder, if the Owner is a partnership, then the sale, issuance, or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership that directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest that shall result in a change of control over the Owner, shall be deemed a "conveyance" within the meaning of this Section 4.13. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Contribution: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Master Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure; and (e) to the Declarant or a Builder, or their subsidiaries, affiliates, or designated assignees. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Contribution shall be due and payable. Notwithstanding anything to the contrary contained in this Master Declaration, in no event shall the Declarant, Builders, and their subsidiaries, affiliates, or designated assignees be obligated to pay the Resale Contribution.

4.14 Irrigation Connection Fee. At the time of the initial conveyance of title to a Unit or Parcel from the Declarant or a Builder to a third party, a $1,500.00 irrigation connection charge ("Irrigation Fee") shall be collected from the purchaser at such conveyance to allow such purchaser to connect to the irrigation system constructed, permitted and authorized by Declarant and KN Connection, LLC, a Florida limited liability company ("KN Connection"), as further required by that certain Irrigation Water and Connection Fee Agreement (the Irrigation Water and Connection Fee Agreement"), to be recorded in the Public Records of Lee County, Florida, with $1,500.00 payable to KN Connection or its assignee. At the time of each conveyance of title to a Unit or Parcel by an Owner to a purchaser subsequent to the initial conveyance of the Unit or Parcel from the Declarant or a Builder, a $1,500.00 irrigation connection fee shall be due and payable from such purchaser to KN Connection, or its assignee for the right of such purchaser to connect to the irrigation system. There is hereby granted an easement over the Lands in favor of KN Connection granting the complete right to disconnect any Parcel or Unit from the irrigation system in the event of non-payment, regardless of whether all or part of the irrigation system is otherwise owned by the Association, a CDD or otherwise to preserve and protect the irrigation connection rights conveyed to KN Connection.

4.15. Panther Conservation Fee. Pursuant to the environmental permits for the Community, commencing at the time of issuance of a building permit for a Unit, the Builder receiving such building permit shall pay Fish and Wildlife Foundation of Florida, or its nominee, the amount of $200.00 as a FWS Panther Conservation Fee, as further set forth in that certain Panther Conservation Fee Restrictive Covenant to be recorded in the Public Records of Lee County, Florida. Upon each sale and resale of a Unit after issuance of a building permit, the purchaser as such sale or resale shall also pay Fish and Wildlife Foundation of Florida, or its nominee, the amount of $200.00 as a FWS Panther Conservation Fee, as further set forth in the Panther Conservation Fee Restrictive Covenant.

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

4.17 Kingston Village Parkway and Preservation/Restoration Area Maintenance. The Community lies within the larger project generally referred to as "Kingston". Kingston is benefitted by various preservation/restoration areas and project wide infrastructure such as Kingston Village Parkway, a major spine road serving Kingston that contains enhanced landscaping, irrigation, signage and other components. The maintenance for these areas may be conducted by a single CDD or other entity and the various communities (including but not limited to the Community) will be required to pay a pro rata share of the maintenance of such areas through the Master Association Budget or as part of the operation and maintenance budget for the CDD. These obligations and responsibilities will be set forth in a separate covenant recorded in the Public Records of Lee County, Florida.

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

5.1 Cumulative Effect; Conflict. The covenants, conditions, restrictions, and provisions of this Master Declaration shall be cumulative with those of the Neighborhood Associations, and the Master Association may, but shall not be required to, enforce the latter; provided, however, that in the event of a conflict between or among such covenants, conditions, restrictions, and provisions, or any articles of incorporation, bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to the Master Association's Governing Documents. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of any Neighborhood Association.

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

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

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

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

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

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

6.2 Purpose. Subject to Section 6.8, the ARC shall review and study, and either approve or reject, proposed improvements or alterations to improvements to the Land, all in compliance with this Master Declaration, and as further set forth in any Rules and Regulations, and the Master Association standards as shall be adopted and established and may be amended from time to time by the Board of Directors. The ARC shall exercise its best judgment to see that all improvements conform and harmonize with any existing improvements as to external design, quality, and type of construction herein set forth. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

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

Neighborhoods or even different areas within the Community, dependent on the Builder, product type or other factors that necessitate different standards within such areas of the Community.

6.3.1 No Waiver of Future Approvals. Each Owner acknowledges that the people reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the of the 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.

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

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

6.6 Removal of Non-Conforming Improvements. The Master Association, upon request of the ARC and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered, or maintained in violation of these Covenants, and the Owner thereof shall forthwith reimburse the Master Association for all expenses incurred in connection therewith. Such expense, until paid, shall constitute a special Assessment against the Owner and the Owner's Unit or Parcel, as the case may be.

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

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

6.9 Landscaping Requirements. All Lee County code required landscaping on lots shall consist of a minimum of seventy-five percent (75%) native vegetation. The ARC shall maintain a list of native plants on file for review by Owners. All plants identified as exotics by the Florida Invasive Species Council (FISC)

are prohibited. All code minimum landscaping on Common Areas shall consist of one hundred percent (100%) percent native vegetation.

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

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

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

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

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

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

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

7.7 Water Management System. Subject to Section 9, the Declarant AND any CDD, shall have a perpetual, non-exclusive easement, right, license, and servitude to use the Water Management System. The Declarant, or any CDD, may reconfigure such parts of the Water Management System, provided same is then in accordance with sound engineering practices and governmental approvals and, in the case of a CDD, is within the area or jurisdiction of such CDD. In such event, the perpetual non-exclusive drainage easement rights of Declarant, any CDD, the Master Association, the Neighborhood Associations, and all Owners shall, without necessity of additional written documentation, be transferred from the previously existing Water Management System to the reconfigured system. Declarant may dedicate to any public or quasi-public agency, community development district, or other similar entity under such terms as Declarant deems appropriate, all or any part of the drainage lines, structures, and facilities that are part of the Water Management System. Declarant, or others with consent of Declarant, may execute such instruments as may be necessary or desirable to affect such dedication without the joinder or consent of the Master Association, any Owner, or the holder of any mortgage or other lien on any Unit or Parcel. Notwithstanding the foregoing, the Water Management System may not be altered or modified in any way without the written approval of SFWMD. Except for maintenance responsibilities set forth in any Agreement between the Master Association and any CDD, the Master Association has no rights or other responsibilities for the Water Management System, which shall be owned and controlled by the CDD.

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

THE MASTER ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION SHALL ACCEPT, ON A "WHERE IS, AS IS" BASIS, THE CONVEYANCE OF ANY SUCH COMMON AREAS, INCLUDING ANY AND ALL REAL PROPERTY, IMPROVEMENTS, AND PERSONAL PROPERTY CONVEYED TO THE MASTER ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION BY WRITTEN INSTRUMENT OR OTHERWISE WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR

WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATIONS TO THE UTILIZATION, DATE OF COMPLETION, OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE THAT HAS BEEN OR WILL BE USED IN SUCH COMMON AREAS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY COMMON AREAS OR THE DEED TO ANY PARCEL, THE MASTER ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANTIES. NO CLAIM SHALL BE MADE BY THE MASTER ASSOCIATION, NEIGHBORHOOD ASSOCIATION, OR ANY OWNER RELATING TO THE CONDITION OR COMPLETENESS OF COMMON AREAS, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE MASTER ASSOCIATION OR A NEIGHBORHOOD ASSOCIATION SHALL BE PAID FOR BY THE MASTER ASSOCIATION OR THE APPLICABLE NEIGHBORHOOD ASSOCIATION.

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

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

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

7.8.3 The right of the Master Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on Common Areas or Neighborhood Common Areas. Any such admission and other fees shall be uniform for all Owners and their family members, Guests and lessees. The Master Association shall also have the right to charge specific fees for special events that take place on the Common Areas, which events may restrict access to the Common Areas.

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

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

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

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

7.8.8 The right of the Declarant, Master Association, and/or any management company then engaged by the Master Association each may take photographs, film, video footage, and collect other images, voice recordings, etc. of activities and any events held at the Community (within or upon property

and/or facilities owned or maintained by the Master Association) (collectively, **"Recordings"**) and the personal likeness of each Owner and any other participants may appear in such Recordings. Each Owner, on behalf of themselves and all of their participants, by acceptance of a deed or title to a Unit or by use of a Unit, (A) agrees that Declarant, Master Association, and/or any management company then engaged by the Master Association may use any likeness of the Owner in such Recordings for any tasteful purpose relating to the Community, including, but not limited to, marketing or promotion of the Community, on the Community's related intranet and internet sites and social media accounts, at sales offices and model homes, and on Declarant's websites and online properties; and (B) is deemed to have waived any rights to pre-approval, royalties, or other compensation. Notwithstanding the foregoing, in the event that an Owner or any other participant objects to the use of a personal likeness of the Owner or participant, the Owner or any other participant, as their sole remedy, may contact the Declarant, Master Association, and/or any management company then engaged by the Association, as applicable, in writing, and the Declarant, Master Association, and/or any management company then engaged by the Master Association will thereafter use reasonable efforts to cease all further use of such likeness.

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

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

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

7.9.3 Use of Common Areas. As long as Declarant or Builders own any Parcel or Unit, the Declarant and Builders have the right and authority to use the Common Areas without charge for promotional activities, and other special events, whether private or open to the public, to promote the Community and to assist in its overall marketing effort. In addition, the Declarant or its assignee, for a period of fifteen (15) years after the Declarant has sold the last Parcel or Unit in the Community, may place marketing signage along the project frontage of Corkscrew Road to market other Community projects or property being developed by Declarant or affiliates of the Declarant.

7.10 Easement for Lake. Subject to Section 9, Declarant hereby grants to the the CDDs, and their successors and assigns, a perpetual non-exclusive easement for maintenance of lakes, canals, and waterways that it or they are charged with maintaining, upon, across, over, and under any Common Area, Parcel, or Unit adjacent to such lake or canal, for ingress, egress, and access to such lake or canal;

provided, however, the exercise of this easement shall not unreasonably interfere with the use of any Unit or Parcel. If such easement is not shown on a plat, then such easement shall be deemed to extend from the water control elevation (C.E.) to twenty feet (20') landward. No Structure of any kind shall be constructed or maintained in this easement area unless approved by the Declarant.

7.11 Irrigation Easement. There is hereby granted and reserved in favor of the Declarant and any CDD, an irrigation easement across each Parcel or Unit in the Community, which easement in favor of the Declarant and any CDD shall be measured five feet (5') from and parallel to each side lot line and up to ten feet (10') from the rear yard lot line for the placement of irrigation pipes, valves, control boxes, control wires, etc., which infrastructure, if so placed, shall be owned, controlled, and maintained by the Master Association or any CDD, except for those rights granted to KN Connection.

8. MAINTENANCE; IMPROVEMENTS.

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

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

8.3 Maintenance Obligations of Owners. Subject to the right of the Master Association to provide for maintenance as provided in this Section, it shall be the duty of the Owners and Neighborhood Association in each Neighborhood, at their sole cost and expense, subject to the provisions of this Master Declaration, to maintain, repair, replace, and restore areas subject to their exclusive control in a neat, sanitary, and attractive condition consistent with the quality of the original construction, and the standards adopted by the Master Association from time to time. Notwithstanding, in accordance with the Covenant to Create an Enhanced Lake Management/Maintenance Plan attached hereto as **Exhibit "E"**, no Owner shall

apply or contract for the application of any pesticide, herbicide, and/or fungicide to any portion of the Land, including his or her own Unit, without the prior written approval of the Master Association, which may be withheld in the Master Association's sole and absolute discretion. Only licensed professionals authorized by Lee County may perform the application of fertilizers, pesticides, insecticides, herbicides, nematicides, and other similar chemicals on the Land. In the event that any such Owners or Neighborhood Associations shall permit any improvement on any portion of the Land that is their responsibility to maintain to fall into disrepair or to not be maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to otherwise be contrary to any specific standards adopted by the Master Association, then the Master Association shall have the right, but not the duty, upon fifteen (15) days prior written notice to the appropriate Owner or Neighborhood Association, to correct such conditions and to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner or Neighborhood Association. Said cost shall be a special Assessment and shall create a lien upon the corresponding Units, Parcels, or Neighborhood, and shall be enforceable in the same manner as other Assessments as set forth in this Master Declaration. Such Neighborhood Association or such Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by all Units or Parcels in the affected Neighborhood as Master Association Expenses. Notwithstanding the foregoing, the Master Association shall have the right, but not the obligation, to provide landscaping maintenance to all Units as a Master Association Expense or a Neighborhood Expense to Units in such Neighborhood or as a special charge as set forth in Section 4 of this Declaration. Further, if the Board of Directors elects to provide landscape maintenance to all or some of the Units, the landscape maintenance cost for each Unit receiving such maintenance may be included in each individual Unit assessment or special charge based on the individual Unit average lot width or other dimensions or other attributes causing such Unit to incur additional maintenance costs. Regardless of any election by the Master Association or obligation of the Neighborhood Association to maintain the landscaping for the Units, Owners shall be responsible for the replacement of grass or landscaping on their respective Units needed for any reason whatsoever, including any claim that damage was caused by a lack of irrigation, pest control, or any other maintenance responsibility of the Master Association or the Neighborhood Association. All irrigation water will be delivered from the Irrigation Lake(s), as defined in and pursuant to the Well Rights Fee Agreement. All Owners shall be prohibited from the installation of domestic wells for potable or irrigation water.

8.4 Maintenance Obligations of Master Association. Subject to the provisions of Section 8.3, and subject to the obligations for maintenance by a CDD, the Master Association shall maintain, or provide for the maintenance by others, all of the Common Areas and all improvements thereon, in good order and repair, including recreational facilities (if any), and any and all utility facilities and improvements on the Common Areas (but excluding Neighborhood Common Areas, unless the Master Association elects to maintain or repair same). However, notwithstanding anything contained in this Master Declaration to the contrary, the Master Association shall have the ultimate maintenance responsibility for any areas or infrastructure dedicated to the Master Association (with maintenance responsibility) on any subdivision plats, unless otherwise set forth by the Declarant. In addition to maintenance, the Master Association shall provide all necessary landscaping to properly maintain and periodically replace, when necessary, the trees, plants, grass, and other vegetation that is located on the Common Areas, all as determined by the Master Association in its sole discretion. The Master Association and/or a CDD shall further maintain, reconstruct, replace, and refinish any parking, landscaping, hardscape, water management and retention areas, and any other impervious surfaces in the Common Areas unless provision is made otherwise in a Supplemental Declaration, or unless such maintenance is the responsibility of a CDD. However, the Master Association shall have no responsibility or liability for enforcing or electing not to enforce maintenance obligations on CDD Property, except for such maintenance obligations expressly assumed in any written agreement with a CDD. All such maintenance shall be a Master Association Expense. If wildlife mitigation or wetland mitigation is required under any of the permits for the Community, then a CDD shall be responsible for all mitigation, maintenance, and monitoring required, and any financial assurances required under the relevant permits, except as otherwise set forth in any agreement between the Master Association and a CDD. The Maintenance and Monitoring Plan for Conservation Areas and the Indigenous Preservation, Restoration Management Plan and Protected Species Management and Human-Wildlife Coexistence Plan are attached hereto as **Exhibit "D"**, and the Covenant to Create an Enhanced Lake Management Plan is attached hereto as **Exhibit "E"**. Additionally, the CDDs shall maintain all Conservation Areas, including those located within

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

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

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

8.7 Villa Units. Each building containing Villa Units shall contain common structural elements, which include, but are not limited to:

(A) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires, and other utility fixtures and appurtenances that are located on or within each building and that directly or indirectly in any way service more than one Villa Unit in such building.

(B) Party Walls. All division walls ("Party Walls") between and shared by two (2) Villa Units. The Villa Owners adjacent to a Party Wall shall own such Party Wall as tenants in common.

(C) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(D) Exterior Finish. Any and all siding, finish, trim, exterior sheathing, and other exterior materials and appurtenances on the exterior of each building.

(E) Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.

(F) Roof. The entire roof of a building.

8.7.1 Utility Easements. Each Villa Owner grants to the other Villa Owner in the same building a perpetual utility easement for drainage, water, sewer, power, telephone, internet, and other utility and service company lines and systems installed beneath or within the Villa Unit. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Villa Units within a building, and that are located beneath or within the building, shall be shared equally by each of the Villa Owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by a Villa Owner, his Family member, Guest, Occupant, tenant, invitee or agent, any expense arising therefrom shall be borne solely by such Villa Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting only one Villa Unit within a building shall be shared solely by the Owner of such Villa Unit.

8.7.2 Party Walls. The center line of a Party Wall is the common boundary of the adjoining Villa Unit. Each Villa Owner shall have the right to use the Party Wall jointly with the adjoining Villa Owner. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, shelving, and erection of tangent walls, but prohibits any form of alteration that would cause an aperture, hole, conduit, break, or other displacement of the original concrete or other material forming the Party Wall. The cost of repair and maintaining each side of the Party Wall shall be borne by the Villa Owner using said side, except as otherwise provided herein.

8.7.3 Roof. The entire roof of a building, any and all roof structure support, and any and all related improvements, including, without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "Shared Roofing." Each Villa Owner shall have the right to use the Shared Roofing jointly with the other Villa Owner in the same building. The term "use" shall and does include normal usage, but prohibits any form of alteration that would change the aesthetic or structure of the Shared Roofing.

8.7.4 Casualty Damage. If a Villa Unit is damaged through an act of God or other casualty, the affected Villa Owner shall promptly have his portion of the Villa Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the building. In the event damage or destruction of a Party Wall or Shared Roofing is caused solely by the negligence of a Villa Owner, any expense incidental to the repair or reconstruction of the Party Wall or Shared Roofing shall be borne solely by that Villa Owner. A Villa Owner who by his negligent or willful act causes the Party Wall or Shared Roofing to be exposed to the elements, or to infestation by termites or other injuries, agencies, or elements, shall bear the whole cost of furnishing the necessary protection against such elements. If that Villa Owner refuses or fails to pay the cost of such repair or reconstruction, the Master Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Master Association shall thereafter have the right to impose a charge against said Villa Owner and his Villa Unit for the costs of such repair and reconstruction.

8.7.5 Maintenance, Repair, and Replacement of the Exterior of the Villa Unit. Each Villa Owner shall at all times be responsible for the maintenance, repair, and replacement of the exterior surfaces of his Villa Unit. The phrase "exterior surfaces of the Villa Unit" shall include, but not be limited to, the exterior walls and Shared Roofing. Each Villa Owner shall be responsible for the periodic cleaning of the exterior walls and Shared Roofing, and the periodic repainting of the exterior walls of the Villa Unit. No Villa Owner shall authorize the painting, refurbishing, or modification of the exterior surfaces or

Shared Roofing of his Villa Unit without the consent of the Master Association. If a Villa Owner refuses or fails to maintain the exterior of the Villa Unit, the Master Association shall have the right to complete such maintenance and the Master Association shall thereafter have a charge against said Villa Owner and Villa Unit for the costs of such maintenance, repair, or replacement.

8.7.6 Casualty Insurance. Each Villa Owner shall maintain casualty insurance for his or her Villa Unit in an amount equal to the replacement value thereof. The Master Association may, but is not obligated to, require that each Villa Owner provide proof of insurance. Should any Villa Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance shall be a special charge against the Villa Owner and the Villa Unit. The Master Association shall have no liability to any Villa Owner for failure to request proof of insurance or for failure to purchase insurance on behalf of the Villa Owner.

8.7.7 Contribution. The right of any Villa Owner to contribution from any other Villa Owner(s) under this Declaration shall be appurtenant to the land and shall pass to such Villa Owner's successors in title.

8.7.8 Binding Arbitration. Any dispute between Villa Owners concerning a Party Wall, Party Fence, or Shared Roofing shall be submitted to arbitration under Chapter 682, Florida Statutes. Each party shall choose one arbitrator, and the arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

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

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

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

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

9.2.2 Responsibility. All Water Management Systems and maintenance of any conservation easements, preserve areas, and/or signage required by the SFWMD permits for the Community will be the ultimate responsibility of a CDD, although actual maintenance functions may be

delegated to the Master Association by agreement between the Master Association and such CDD. In such instance, the Master Association's power to levy and collect regular and special Assessments shall include, but not be limited to, the power to assess for operation, repair, and replacement of the Water Management System. The Master Association, a CDD, or their designees, may enter any Parcels, Common Areas, or Neighborhood Common Areas and make whatever improvements or repairs are deemed necessary to restore proper water management pursuant to such agreements. The cost shall be an expense of the Master Association or the applicable CDD.

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

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

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

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

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

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

Every Owner subscribing to the System services contract may be subject to a charge, payable per Unit or

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

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

10. INSURANCE.

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

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

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

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

10.5 Liability and Other Insurance. The Master Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments, liquor liability insurances, and malicious mischief insurance, in such limits as it shall deem desirable (public liability coverage shall be in an amount not less than $5,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence), insuring against liability for bodily injury, death, and property damage arising from the activities of the Master Association and respecting the Common Areas, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The Master Association may also obtain workman's compensation insurance, and other liability insurance as it may deem desirable, insuring the Owners, the Master Association, the Board, and any management company from liability in connection with the Common Areas, the premiums for which are Master Association Expenses. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion. The Board shall also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds, and other insurance as it deems advisable, insuring the Board and any management company thereof against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof. All Builders shall be required to carry general liability insurance with minimum limits of $1,000,000.00.

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

this Master Declaration to be contrary:

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

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

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

12. GENERAL COVENANTS AND RESTRICTIONS. The Declarant has established a common scheme of development for the Community, including, but not limited to, exterior paint colors, signage, materials, and landscaping. In order to ensure compliance with such common development scheme, all portions of the Community shall be held, used, and enjoyed subject to the following limitations and restrictions, and further subject to the exemption of Declarant in Section 12.18 hereof.

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

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

clean and sanitary condition. No garbage incinerators shall be permitted.

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

12.4 No Commercial Use. No trade, commercial use, or business may be conducted or operated from any Parcel or Unit, except that an Owner (or his family members or lessees) residing in a Residence may conduct business activities within the Residence, so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (2) the business activity is otherwise permitted under applicable zoning regulations, ordinances, and laws; (3) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons, employees, suppliers, or tradesman coming into the Community who do not reside in the Community, nor the solicitation of other Community residents; and (4) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other Community Residences. Notwithstanding the foregoing, the leasing or rental of a Residence shall not be considered a business or commercial activity.

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

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

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

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

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

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

12.11 Parking; Vehicles; Boats. Vehicles shall be parked only in driveways and other designated parking spaces. No vehicle shall be permitted to be parked on any unpaved or grassed area. Parking spaces may be used only for parking vehicles that are in operating condition and for no other purposes (i.e. vehicles shall not be permanently stored except in an enclosed garage). In no event shall an abandoned or inoperable vehicle, or a vehicle containing more than two (2) axles be permitted to park on the Common Areas or Neighborhood Common Areas, or on a Parcel or Unit; provided, however, the foregoing does not apply to the temporary parking of trucks for the loading and unloading of equipment and supplies and for the construction, maintenance, or repair of Common Areas, Neighborhood Common Areas, Parcels or Units. "Abandoned or inoperable vehicle" shall be defined as any vehicle that has not been driven under its own propulsion for a period of ten (10) days or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left in designated parking areas by Owners while on vacation. Except as otherwise required by law, no boat, trailer of any kind, semitrailer, house trailer, camper, mobile home, motor home, bus, commercial vehicle, truck camper, vehicles with commercial markings, racks or tools in the bed, or disabled, inoperative or unlicensed vehicles shall be parked, kept, or stored unless kept fully enclosed inside a garage. Boats are not permitted to be used on lakes in the Community. Notwithstanding anything to the contrary contained in this Master Declaration, motorcycles, ATVs, golf carts, vans, pick-up trucks, and sport utility vehicles shall be considered to be automobiles and may be parked on driveways and designated parking spaces if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. Notwithstanding anything above, golf carts shall be parked overnight in an enclosed garage. If the vehicle is used primarily for the transportation of goods, then it shall be considered to be a commercial vehicle. Law enforcement vehicles may be parked on driveways and designated parking spaces if the driver is a law enforcement officer. Overnight parking in the roadway or other Common Areas is prohibited. A written notice requesting removal of any vehicle located upon the Land in violation of the foregoing may be personally served upon the Owner or posted on the vehicle by the Master Association, and the Master Association shall have the right to remove the same without liability to the Master Association, and the expense thereof shall be charged against the Owner if such vehicle has not been removed within seventy-two (72) hours after posting of said notice. The preceding restrictions shall not apply to commercial vehicles or other vehicles that may be utilized by the Declarant, Builders, and their contractors and subcontractors for purposes of completing construction of the Community, Parcels and Units; the Master Association, its vendors and employees; and any governmental authority, taxing district, or private or public utility. No motor vehicle shall be used as a domicile or residence, either permanent or temporary while in the Community.

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

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

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

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

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

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

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

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

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

12.17.4 In the event that the proposed lease and information required by the Board are not submitted at least fifteen (15) days prior to the proposed lease term, or in the event that the proposed lease violates the terms of this Section, then the lease shall be deemed null and void and the lessee shall

not have the right to take possession of the Unit until such time as this Section is complied with.

12.17.5 During the time of any lease, the tenant under the lease shall have the privileges of the member to use the Common Areas and amenities and the Owner shall not have such privileges while the lease is in place.

12.17.6 Notwithstanding any inconsistent or contrary provision in this Declaration, if there are any FHA, VA or USDA insured loans affecting a Unit, and for so long as any such loans affect the Unit, any restrictions in this Declaration on renting, subleasing or reconveyance that violate any FHA, VAQ or SUDA requirements will not apply to such Unit or its Owner.

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

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

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

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

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

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

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

13. **ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS**. Every Owner shall at

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

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

13.2 Entry by Master Association. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant and its successors and assigns, and/or the Master Association and its authorized agents or representatives, in addition to all other remedies, the right to summarily abate and remove, at the expense of the Owner of the Unit or Parcel, any construction or other violation that may be or exist thereon. The Declarant and its successors and assigns, and/or the Master Association and its authorized agents or representatives, shall not thereby become liable in any manner for trespass, abatement, or removal.

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

upon such nonpayment of monetary obligations must be approved at a properly noticed Board meeting. Upon approval, the Master Association must mail, or hand deliver notice of the suspension to the Owner, or if applicable, the Owner's lessees, Guests, occupants of the Unit, invitees, or licensees.

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

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

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

13.7 Attorneys Fees. If a violation is found, and except as otherwise prohibited by law, the Association shall be entitled to all attorneys fees and costs incurred in pursuing such violation or otherwise enforcing the Governing Documents, including but not limited to any Rules and Regulations.

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

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

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

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

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

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

14.3 Amendment of Master Declaration Prior to Turnover. In addition to any other right of amendment or modification provided for in this Master Declaration and its Exhibits, the Declarant, or any

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

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

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

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

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

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

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

14.9 Limitation on Amendments. No amendment shall be effective that alters the rights and privileges of the Declarant, a Builder, an Institutional Mortgagee, SFWMD, any governmental authority,

taxing district, or a public or private utility, unless such party shall first provide its written consent and joinder. As long as the Declarant owns any real property in the Community, no amendment adopted by the Members shall be effective without the prior written consent and joinder of the Declarant, which consent may be denied in the Declarant's discretion.

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

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

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

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

16. DURATION OF COVENANTS. The covenants, conditions, and restrictions of this Master Declaration shall run with and bind the Land, and shall inure to the benefit of and be enforceable by the Master Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the 99th anniversary of the date of recordation of this Master Declaration. Upon the expiration of said initial period, this Master Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Master Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Master Declaration if, during the last year of the initial period or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of all voting interests, voting in person or by proxy at a duly held meeting of Members of the Master Association, vote in favor of terminating this Master Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Master Declaration, the President and Secretary of the Master Association shall execute a certificate that shall set forth the resolution of termination so adopted the date of the meeting of the Master Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Lee County and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Master Declaration.

17. GENERAL PROVISIONS AND DISCLOSURES.

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

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

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

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

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

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

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

17.8 KINGSTON COMMUNITY DEVELOPMENT DISTRICTS. AT THE TIME OF RECORDING OF THIS DECLARATION THE COMMUNITY IS LOCATED WITHIN THE KINGSTON ONE COMMUNITY DEVELOPMENT DISTRICT ("CDD"), WHICH MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE UNITS. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE CDD AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. PORTIONS OF THE COMMUNITY MAY ALSO BE LOCATED WITHIN ADDITIONAL CDD'S AS MAY BE ESTABLISHED IN THE FUTURE.

17.9 NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS OR THE NEIGHBORHOOD COMMON AREAS, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT: (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS MASTER DECLARATION OR IN THE DOCUMENTS THAT MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES; AND (B) AS OTHERWISE REQUIRED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OWNER RECOGNIZES AND AGREES THAT IN A STRUCTURE THE SIZE OF THAT CONTEMPLATED IN THE COMMUNITY, THE EXTERIOR LIGHTING SCHEME MAY CAUSE EXCESSIVE ILLUMINATION. ACCORDINGLY, INSTALLATION OF WINDOW TREATMENTS SHOULD TAKE SAME INTO ACCOUNT. AMONG OTHER ACTS OF GOD AND UNCONTROLLABLE EVENTS,

HURRICANES AND FLOODING HAVE OCCURRED IN SOUTHWEST FLORIDA AND, GIVEN THE PROXIMITY OF THE COMMUNITY TO THE WATER, THE COMMUNITY IS EXPOSED TO THE POTENTIAL DAMAGES FROM FLOODING AND FROM HURRICANES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM STORM SURGES AND WIND-DRIVEN RAIN. WATER OR OTHER DAMAGES FROM THIS OR OTHER EXTRAORDINARY CAUSES SHALL NOT BE THE RESPONSIBILITY OF THE DECLARANT.

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

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

17.10 NOTICE AS TO ON-SITE AND OFF-SITE ACTIVITIES. DECLARANT AND OTHERS, WHETHER RELATED OR UNRELATED, MAY FROM TIME TO TIME CONDUCT DEVELOPMENT CONSTRUCTION, RANCHING, FARMING, AGRICULTURAL, MINING, BLASTING PLANT OPERATIONS, AND OTHER ACTIVITIES NOT NORMALLY ASSOCIATED WITH A RESIDENTIAL COMMUNITY, EITHER WITHIN, NEARBY, OR WITHIN SIGHT OR SOUND OF THE LANDS. SUCH ACTIVITIES MAY INCLUDE SITE CLEARING (INCLUDING THE REMOVAL OF LARGE AMOUNTS OF TREES), BLASTING, BURNING, KEEPING LIVESTOCK, SPRAYING, FERTILIZING, EARTH MOVING, TRAFFIC-GENERATING, AND OTHER PRACTICES CREATING UNSIGHTLY CONDITIONS, NOISE (AT ALL HOURS), DUST, AND DISTURBING ODORS.

ALL OWNERS, OCCUPANTS, AND USERS OF THE LANDS ARE HEREBY NOTIFIED OF THE FOREGOING ACTIVITIES AND, BY ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PORTIONS OF THE PROPERTY OR MAKING ANY USE THEREOF, AUTOMATICALLY ACKNOWLEDGE, STIPULATE, AND AGREE (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREAS 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), (III) DECLARANT AND ANY OTHER PARTY CONDUCTING OR PARTICIPATING IN SUCH ACTIVITIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF THE LANDS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE, AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE LANDS.

17.11 USE OF AMENITIES. EACH OWNER, ON BEHALF OF THEMSELVES AND THEIR FAMILY MEMBERS, GUESTS, INVITEES, TENANTS, SUCCESSORS AND ASSIGNS, BY

ACCPETANCE OF A DEED TO A UNIT, OR BY SIGNING A LEASE IN THE EVENT OF A TENANT, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND TO UNDERSTAND THAT USE OF THE AMENITIES AND OTHER COMMON AREAS AND THE ACTIVITIES ASSOCIATED WITH SUCH AMENITIES AND COMMON AREAS ("ACTIVITIES"), POSES INHERENT RISKS, HAZARDS AND DANGERS TO ALL PARTICIPANTS, INCLUDING TO THE OWNER.

EACH OWNER SHALL BE DEEMED TO UNDERSTAND AND ACKNOWLEDGE THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO:

INJURY, INCLUDING PHYSICAL AND/OR PSYCHOLOGICAL INJURY, ILLNESS, PARALYSIS, DEATH, LOSS OR DAMAGE TO PROPERTY, OR ECONOMIC AND/OR EMOTIONAL LOSS (COLLECTIVELY, "INJURY"); AND

INJURY CAUSED BY OR RESULTING FROM THE ACTIVITY ITSELF, THE ACTIVITY AREA'S CONDITIONS, THE CONDITIONS OF EQUIPMENT, THE ACTS OF THE DECLARANT, THE MASTER ASSOCIATION, ANY BUILDER, ANY CDD, AND/OR ANY MANAGEMENT COMPANY THEN ENGAGED BY THE MASTER ASSOCIATION (INCLUDING THEIR RESPECTIVE EMPLOYEES, AGENTS, OR REPRESENTATIVES) OR OTHERS (INCLUDING THIRD PARTIES, OTHER PARTICIPANTS, OR REPRESENTATIVES OR EMPLOYEES OF TRANSPORTATION SERVICES OR PROVIDERS), WEATHER CONDITIONS, WILDLIFE, ROAD HAZARDS, DROWNING, WATER HAZARDS, AND/OR OTHER POTENTIAL RISKS OR SAFETY HAZARDS KNOWN OR UNKNOWN (OR NOT REASONABLY FORESEEABLE) TO THE APPLICABLE OWNER OR ANY OTHER PARTICIPANT AT THE TIME OF THE ACTIVITY.

EACH OWNER SHALL BE DEEMED TO ACKNOWLEDGE AND UNDERSTAND (I) THAT EACH ACTIVITY MAY REQUIRE GOOD PHYSICAL CONDITIONING AND A DEGREE OF SKILL AND KNOWLEDGE; AND (II) THAT IT IS THE RESPONSIBILITY OF EACH OWNER TO (A) LIMIT THEIR PARTICIPATION TO ACTIVITIES FOR WHICH THEY ARE FIT AND HAVE THE SKILL AND KNOWLEDGE NECESSARY TO ENGAGE IN SAFELY, (B) SEEK ANY NECESSARY INSTRUCTION REGARDING THE ACTIVITIES PRIOR TO PARTICIPATING IN ANY ACTIVITY, AND (C) USE GOOD JUDGMENT AND ADHERE TO ANY PARTICIPATION AND SAFETY RULES, INSTRUCTIONS, DIRECTIONS, AND/OR GUIDELINES. IN ANY EVENT, EACH OWNER AGREES THAT THE DECLARANT, THE MASTER ASSOCIATION, AND ANY MANAGEMENT COMPANY THEN ENGAGED BY THE MASTER ASSOCIATION DO NOT HAVE ANY RESPONSIBILITY TO REVIEW ANY OWNER'S DECISION TO PARTICIPATE IN ANY ACTIVITIES. EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT ANY PARTICIPATION IN ANY ACTIVITY AND/OR USE OF THE EQUIPMENT, FACILITIES, AMENITIES, OR SERVICES BY THE OWNER OR OTHER PARTICIPANT SHALL BE DEEMED VOLUNTARY.

EACH OWNER, ON BEHALF OF THEMSELVES, ALL OF THEIR PARTICIPANTS, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, PERMITTED ASSIGNS, AND SUBROGATES, BY ACCEPTANCE OF A DEED OR TITLE TO THEIR UNIT OR BY USE OF THEIR UNIT, SHALL BE DEEMED TO HAVE KNOWINGLY AND INTENTIONALLY AGREED TO WAIVE, RELEASE, AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE MASTER ASSOCIATION, THE DECLARANT, ANY BUILDER AND/OR ANY MANAGEMENT COMPANY THEN ENGAGED BY THE MASTER ASSOCIATION AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND ANY OTHER PERSON OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF (COLLECTIVELY, THE **"RELEASED PARTIES"**) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, SUITS, DAMAGES, INJURY (AS THIS TERM IS DEFINED ABOVE), LOSS, FEES, COSTS, AND EXPENSES THAT ARE RELATED TO, ARISE OUT OF, ARE CAUSED BY, OR ARE IN ANY WAY INCURRED OR SUSTAINED IN CONNECTION WITH THE OWNER'S PARTICIPATION IN ANY ACTIVITY AND/OR USE OF EQUIPMENT, FACILITIES, AMENITIES, AND/OR SERVICES FURNISHED, PROVIDED, OR MADE AVAILABLE BY DECLARANT, MASTER ASSOCIATION, AND/OR ANY MANAGEMENT COMPANY THEN ENGAGED BY THE MASTER ASSOCIATION, INCLUDING, BUT NOT LIMITED TO, DAMAGES, INJURY, COSTS, OR EXPENSES TO OWNER OR THE OWNER'S PROPERTY CAUSED BY OR IN ANY

WAY RESULTING FROM NEGLIGENCE ON THE PART OF THE RELEASED PARTIES OR ANY OTHERS.

EACH OWNER, FOR THEMSELVES, ALL OF THEIR PARTICIPANTS, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, PERMITTED ASSIGNS, AND SUBROGATES, SHALL HOLD HARMLESS AND INDEMNIFY, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY TO ANY THIRD PARTY RESULTING FROM OR RELATING TO THE OWNER'S OR ANOTHER PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY AND/OR USE OF EQUIPMENT, FACILITIES, AMENITIES, AND/OR SERVICES FURNISHED, PROVIDED, AND/OR MADE AVAILABLE BY DECLARANT, MASTER ASSOCIATION, AND/OR ANY MANAGEMENT COMPANY THEN ENGAGED BY THE MSTER ASSOCIATION. BY ACCEPTANCE OF A DEED OR TITLE TO THEIR UNIT OR BY USE OF THEIR UNIT, EACH OWNER, FOR THEMSELVES, ALL OF THEIR PARTICIPANTS, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, PERMITTED ASSIGNS, AND SUBROGATES, (I) SHALL BE DEEMED TO HAVE UNDERSTOOD, ACKNOWLEDGED, AND AGREED THAT (A) HE OR SHE IS AWARE THAT THE RELEASED PARTIES HAVE NO DUTY TO SUPERVISE THE PARTICIPATION OF ANY PARTICIPANT OR ANY OTHER PERSON IN ANY ACTIVITIES, (B) THERE WILL BE NO SUPERVISION WHATSOEVER BY THE RELEASED PARTIES OF ANY ACTIVITIES THAT THE OWNER, OTHER PARTICIPANTS, OR PERSONS MAY PARTICIPATE IN AT ANY TIME, AND (C) THE RELEASED PARTIES ASSUME NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY SUCH PERSONS NOR FOR LOSS, DAMAGE OR ANY KIND OF INJURY SUSTAINED BY ANY PERSON AS A RESULT OF, IN CONNECTION TO, OR ARISING OUT OF THE ACTIVITIES, AND (II) SHALL BE DEEMED TO HAVE EXPRESSLY ASSUMED ALL RISKS ASSOCIATED WITH EACH AND EVERY ACTIVITY, AS WELL AS ALL FIXTURES AND EQUIPMENT, WHETHER NATURAL, MANMADE, OR OTHERWISE, ASSOCIATED WITH EACH AND EVERY ACTIVITY.

IF ANY TERM OR PROVISION OF THIS SECTION IS DEEMED INVALID, ILLEGAL, OR UNENFORCEABLE IN ANY RESPECT, THIS SECTION SHALL BE CONSTRUED WITHOUT THE EFFECT OF SUCH TERM OR PROVISION, AND SHALL CONTINUE IN FULL FORCE AND EFFECT, AND EACH OWNER SHALL CONTINUE TO BE BOUND BY THIS SECTION, BUT WITHOUT GIVING EFFECT TO SUCH TERM OR PROVISION.

EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE CAREFULLY READ, FULLY UNDERSTOOD, AND FREELY AND VOLUNTARILY ACCEPTED THE TERMS OF THIS SECTION—INCLUDING THE PARAGRAPH ABOVE BY WHICH EACH OWNER AGREES TO WAIVE, RELEASE, AND HOLD HARMLESS THE RELEASED PARTIES AS MORE PARTICULARLY SPECIFIED THEREIN. BY ACCEPTANCE OF A DEED OR TITLE TO THEIR UNIT OR BY USE OF THEIR UNIT, EACH OWNER, ON BEHALF OF THEMSELVES AND ALL OF THEIR PARTICIPANTS, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND CONSENTED TO GIVING UP CERTAIN LEGAL RIGHTS.

BY ACCEPTANCE OF A DEED OR TITLE TO THEIR UNIT OR BY USE OF THEIR UNIT, EACH OWNER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT IF THE OWNER DOES NOT WISH, OR IS NOT AUTHORIZED, TO GRANT SUCH RIGHTS, RELEASES, OR WAIVERS SET FORTH IN THIS ARTICLE ON BEHALF OF THEMSELVES OR ANY OF THEIR OTHER PARTICIPANTS AND IF SUCH OWNER OR OTHER PARTICIPANT DOES NOT EXECUTE AND DELIVER A SEPARATE VALID WAIVER AND RELEASE TO DECLARANT AND THE ASSOCIATION IN THE FORM THE DECLARANT AND THE MASTER ASSOCIATION HAVE APPROVED, SUCH OWNER OR PARTICIPANT WILL NOT PARTICIPATE IN ANY ACTIVITIES AND WILL IMMEDIATELY LEAVE THE AREA WHERE SUCH ACTIVITIES ARE BEING HELD; OTHERWISE THE CONTINUED PRESENCE OF SUCH OWNER OR PARTICIPANT WILL BE DEEMED AS EXPRESS CONSENT BY THEM TO THE TERMS AND CONDITIONS OF THIS ARTICLE, IN ITS ENTIRETY.

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

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

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

Witnesses (2):

Sign: _____
Print: Roy Blacksmith
Address: 21101 Design Parc Lane, #103
Estero, Florida 33928

Sign: _____
Print: Cheryl Smith
Address: 21101 Design Parc Lane, #103
Estero, Florida 33928

CAM7-Sub, LLC
a Florida limited liability company

By: _____
Print: Nicholas Camerato
Its: **Manager**

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned authority, by means of physical presence on this 5 day of March, 2026, by Nicholas Camerato, as Manager of CAM7-Sub, LLC, a Florida limited liability company, who is personally known to me.

(Notary Seal/Stamp)

CHERYLANN SMITH
MY COMMISSION # HH 639605
EXPIRES: October 17, 2029

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

EXHIBIT "A"

Barraco and Associates, Inc.
www.barraco.net
Civil Engineers, Land Surveyors and Planners

DESCRIPTION
Parcel in
Sections 25, 26, 34, 35 and 36,
Township 46 South, Range 27 East,
Lee County, Florida

A tract or parcel of land lying in Sections 25, 26, 34, 35 and 36, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

BEGINNING at the West Quarter corner of said Section 26 run N01°01'15"W along the West line of the Northwest Quarter (NW 1/4) of said Section 26 for 2,545.38 feet to an intersection with the South line of the North 100 feet of said Section 26; thence run N88°52'12"E along said South line for 1,921.42 feet; thence run S01°05'40"E for 424.39 feet; thence run N88°54'20"E for 803.25 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 200.00 feet (delta 40°15'46") (chord bearing S70°57'47"E) (chord 137.67 feet) for 140.54 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the left of radius 210.00 feet (delta 40°15'46") (chord bearing S70°57'47"E) (chord 144.55 feet) for 147.57 feet to a point of tangency; thence run N88°54'20"E for 82.56 feet; thence run N01°05'40"W for 456.27 feet; thence run N46°06'04"W for 92.94 feet to an intersection with said South line; thence run N88°54'20"E along said South line for 331.43 feet; thence run S43°54'20"W for 92.93 feet; thence run S01°05'40"E for 518.03 feet; thence run N88°54'20"E for 230.91 feet; thence run S01°05'40"E for 269.19 feet; thence run N88°54'20"E for 546.63 feet; thence run N01°05'40"W for 508.69 feet; thence run N88°54'20"E for 230.00 feet; thence run N01°05'40"W for 344.25 feet to an intersection with said South line; thence run along said South line and continuing along the South line of the North 100 feet of said Section 25 the following courses: N88°54'20"E for 1,051.15 feet; N88°51'23"E for 2,673.02 feet and N89°54'37"E for 2,671.27 feet to an intersection with the East line of Northeast Quarter (NE 1/4) of said Section 25; thence run S01°11'25"E along said East line for 2,500.86 feet to the East Quarter corner of said Section 25; thence run S01°12'12"E along the East line of Southeast Quarter (SE 1/4) of said Section 25 for 2,650.89 feet to the Northeast corner of said Section 36; thence run S01°08'01"E along the East line of Northeast Quarter (NE 1/4) of said Section 36 for 1,320.02 feet to an intersection with the South line of the North 1,320 feet of said Section 36; thence run S89°10'42"W along said South line for 990.01 feet to an intersection with the West line of the East 990 feet of said Section 36; thence run N01°08'01"W along said West line for 1,320.02 feet to an intersection with the North line of said Northeast Quarter (NE 1/4) of Section 36; thence run S89°10'42"W along said North line for 1,684.74 feet to the North Quarter corner of said Section 36; thence run S89°09'14"W along the North line of the Northwest Quarter (NW 1/4) of said Section 36 for 2,672.28 feet to the Northeast corner of said Section 35; thence run S01°01'51"E along the East line of North Half (N 1/2) of said Section 35 for 2,605.98 feet to the East Quarter corner of said Section 35; thence run S88°36'22"W along the South line of the North Half (N 1/2) of said Section 35 for 5,346.93 feet to the East Quarter corner of said Section 34; thence run S00°56'53"E

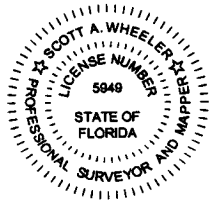
DESCRIPTION (CONTINUED)

along the East line of the Southeast Quarter (SE 1/4) said Section 34 for 1,305.48 feet to the Northeast corner of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) said Section 34; thence run S89°22'21"W along the North line of said Fraction for 25.00 feet to an intersection with the West line of the East 25 feet of said Fraction; thence run S00°56'53"E along said West line for 326.38 feet to an intersection with the South line of said Fraction; thence run S89°21'23"W along the South line of said Fraction for 636.89 feet to the Southwest corner of said Fraction; thence run N00°56'47"W along the East line of the West Half (W 1/2) of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 34 for 0.69 feet to an intersection with the North line of lands as described in a deed recorded in Official Records Book 4012, at Page 1320, Lee County Records; thence run S89°20'27"W along said North line for 1,985.65 feet to an intersection with the East line of the West Half (W 1/2) of said Section 34; thence run N00°56'29"W along said East line for 4,252.23 feet to the North Quarter corner of said Section 34; thence run N89°29'56"E along the North line of the Northeast Quarter (NE 1/4) of said Section 34 for 2,646.43 feet to the Southwest corner of said Section 26; thence run N88°41'53"E along the South line of the Southwest Quarter (SW 1/4) of said Section 26 for 1,335.92 feet to the Southeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26; thence run N01°03'44"W along the East line of said Fraction for 1,321.69 feet to the Northeast corner of said Fraction; thence run S88°43'52"W along the North line of said Fraction for 1,334.93 feet to the Northwest corner of said Fraction and an intersection with the West line of said Southwest Quarter (SW 1/4) of said Section 26; thence run N01°01'10"W along said West line for 1,322.46 feet to the POINT OF BEGINNING.

Containing 1,810.29 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the West line of the Northwest Quarter (NW 1/4) of said Section 26 to bear N01°01'15"W.

Digitally signed by Scott A Wheeler
Date: 2026.02.23 11:37:52 -05'00



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

L:\24069 - Cam7-Sub, LLC\surveying\descriptions\Sketch\24069SK65.doc

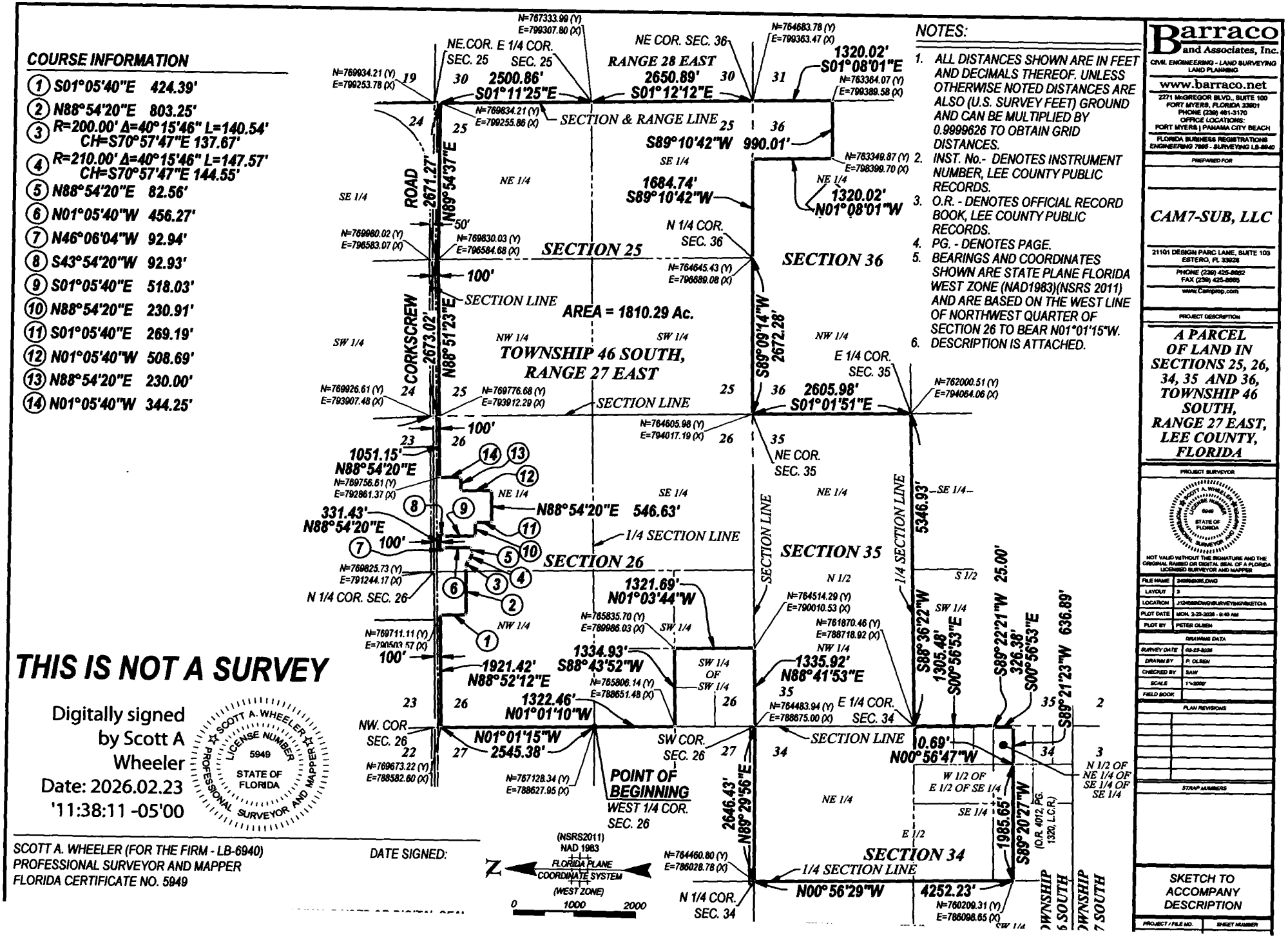

COURSE INFORMATION
1 S01°05'40"E 424.39'
2 N88°54'20"E 803.25'
3 R=200.00' Δ=40°15'46" L=140.54' CH=S70°57'47"E 137.67'
4 R=210.00' Δ=40°15'46" L=147.57' CH=S70°57'47"E 144.55'
5 N88°54'20"E 82.56'
6 N01°05'40"W 456.27'
7 N46°06'04"W 92.94'
8 S43°54'20"W 92.93'
9 S01°05'40"E 518.03'
10 N88°54'20"E 230.91'
11 S01°05'40"E 269.19'
12 N01°05'40"W 508.69'
13 N88°54'20"E 230.00'
14 N01°05'40"W 344.25'
NOTES:
1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999626 TO OBTAIN GRID DISTANCES.
2. INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
3. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
4. PG. - DENOTES PAGE.
5. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON THE WEST LINE OF NORTHWEST QUARTER OF SECTION 26 TO BEAR N01°01'15"W.
6. DESCRIPTION IS ATTACHED.
NE.COR. E 1/4 COR. SEC. 25
SEC. 25
2500.86'
S01°11'25"E
NE COR. SEC. 36
RANGE 28 EAST
2650.89'
S01°12'12"E
1320.02'
S01°08'01"E
SECTION & RANGE LINE
S89°10'42"W 990.01'
1684.74'
S89°10'42"W
1320.02'
N01°08'01"W
ROAD
2671.27'
N89°54'37"E
50'
N 1/4 COR. SEC. 36
SECTION 25
SECTION 36
100'
SECTION LINE
AREA = 1810.29 Ac.
CORKSCREW
2673.02'
N88°51'23"E
TOWNSHIP 46 SOUTH, RANGE 27 EAST
2672.28'
S89°09'14"W
E 1/4 COR. SEC. 35
2605.98'
S01°01'51"E
1051.15'
N88°54'20"E
331.43'
N88°54'20"E
546.63'
N88°54'20"E
1/4 SECTION LINE
SECTION 26
SECTION 35
NE COR. SEC. 35
5346.93'
S88°36'22"W
1305.48'
S00°56'53"E
S89°22'21"W 25.00'
326.38'
S00°56'53"E
S89°21'23"W 636.89'
1321.69'
N01°03'44"W
1335.92'
N88°41'53"E
1334.93'
S88°43'52"W
1921.42'
N88°52'12"E
1322.46'
N01°01'10"W
N01°01'15"W
2545.38'
NW. COR. SEC. 26
N 1/4 COR. SEC. 26
SW COR. SEC. 26
E 1/4 COR. SEC. 34
10.69'
N00°56'47"W
POINT OF BEGINNING
WEST 1/4 COR. SEC. 26
2646.43'
N89°29'56"E
1985.65'
S89°20'27"W
(O.R. 4012, PG. 1320, L.C.R.)
N 1/2 OF NE 1/4 OF SE 1/4 OF SE 1/4
W 1/2 OF E 1/2 OF SE 1/4
SECTION 34
1/4 SECTION LINE
N00°56'29"W 4252.23'
N 1/4 COR. SEC. 34
(NSRS2011) NAD 1983 FLORIDA PLANE COORDINATE SYSTEM (WEST ZONE)
0 1000 2000
THIS IS NOT A SURVEY
Digitally signed by Scott A Wheeler
Date: 2026.02.23 '11:38:11 -05'00
SCOTT A. WHEELER LICENSE NUMBER 5949 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949
DATE SIGNED:
Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100 FORT MYERS, FLORIDA 33901 PHONE (239) 461-3170
OFFICE LOCATIONS: FORT MYERS | PANAMA CITY BEACH
FLORIDA BUSINESS REGISTRATIONS ENGINEERING 7865 - SURVEYING LB-6940
PREPARED FOR
CAM7-SUB, LLC
21101 DEBIGN PARC LANE, SUITE 103 ESTERO, FL 33928
PHONE (239) 425-8662 FAX (239) 425-8669
www.Campep.com
PROJECT DESCRIPTION
A PARCEL OF LAND IN SECTIONS 25, 26, 34, 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA
PROJECT SURVEYOR
SCOTT A. WHEELER LICENSE NUMBER 5949 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
FILE NAME 3469BASE.DWG
LAYOUT 3
LOCATION J:\2469\ENGINEERING\SURVEYING\SKETCH
PLOT DATE MON, 2-23-2026 - 8:40 AM
PLOT BY PETER OLSEN
DRAWING DATA
SURVEY DATE 02-23-2026
DRAWN BY P. OLSEN
CHECKED BY SAW
SCALE 1"=2000'
FIELD BOOK
PLAN REVISIONS
STRAP NUMBERS
SKETCH TO ACCOMPANY DESCRIPTION
PROJECT / FILE NO.
SHEET NUMBER

EXHIBIT "B"

ARTICLES OF INCORPORATION

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TALLAHASSEE, FL

EXHIBIT "B"

ARTICLES OF INCORPORATION OF KINGSTON SOUTH MASTER ASSOCIATION, INC.

Pursuant to Section 617.01201, Florida Statutes, these Articles of Incorporation are created by the undersigned, Pavese Law Firm, its Authorized Member of PLF Registered Agent, L.L.C., 1833 Hendry Street, Fort Myers, Florida 33901, as sole incorporator, for the purpose set forth below.

ARTICLE I

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

ARTICLE II

PRINCIPAL OFFICE: The initial principal office of the corporation is located at 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.

ARTICLE III

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

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

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

(C) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Master Association.

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

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

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

(G) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, or to annex additional property and common areas, provided that merger, consolidation, or annexation shall have the consent of at least two-thirds (2/3) of the voting interests of the Master Association.

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

(I) Sue and be sued.

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

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

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

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in the Bylaws of the Master Association. However, all Owners of Lots within Kingston shall be Members of the Master Association.

ARTICLE V

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

ARTICLE VI

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

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SECRETARY OF STAT
TALLAHASSEE, FL

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ARTICLE VII

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

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

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

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

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

ARTICLE VIII

DIRECTORS AND OFFICERS:

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

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

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

ARTICLE IX

INITIAL DIRECTORS AND OFFICERS:

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

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

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SECRETARY OF STATE
TALLAHASSEE, FL

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ARTICLE X

REGISTERED OFFICE AND INITIAL REGISTERED AGENT:

The street address of the initial Registered Office of the Master Association is 1833 Hendry Street, Fort Myers, Florida 33901. The name of the initial Registered Agent of the Master Association is PLF Registered Agent, L.L.C., 1833 Hendry Street, Fort Myers, Florida 33901.

ARTICLE XI

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

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

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

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

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

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

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

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SECRETARY OF STATE
TALLAHASSEE, FL

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For the purpose of forming the Kingston South Master Association, Inc., under the Laws of the State of Florida, the undersigned, Pavese Law Firm, its Authorized Member of PLF Registered Agent, L.L.C., being the incorporator of this Master Association, has executed these Articles of Incorporation as of the 6th day of January, 2026.

PLF REGISTERED AGENT, L.L.C.
a Florida limited liability company

By: Pavese Law Firm, its Authorized Member

By: _____
Charles Bryan Capps, Partner

STATE OF FLORIDA)
)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence this 6th day of January, 2026, by Charles Bryan Capps, Partner of Pavese Law Firm, Authorized Member of PLF Registered Agent, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me.

Notary Seal/Stamp

Notary Public State of Florida
Alyssa Altenhofen
My Commission HH 337585
Expires 7/16/2027

NOTARY PUBLIC, State of Florida
Sign: _____
Print: Alyssa Altenhofen

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CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

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

Dated this 6th day of January, 2026.

PLF REGISTERED AGENT, L.L.C.
a Florida limited liability company

By: Payne Law Firm, its Authorized Member

By: _____
Charles Bryan Capps, Partner

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SECRETARY OF STATE
TALLAHASSEE, FL

EXHIBIT "C"

BYLAWS OF KINGSTON SOUTH MASTER ASSOCIATION, INC.

EXHIBIT "C"

BYLAWS
OF
KINGSTON SOUTH MASTER ASSOCIATION, INC.

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

ARTICLE I
IDENTITY AND DEFINITION

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

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

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

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

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

ARTICLE III
MEMBERSHIP VOTING, QUORUM, AND PROXIES

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

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

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

(4) Votes may be cast either in person or by proxy or through any electronic means established by the Master Association. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

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

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

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

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

ARTICLE IV
ELECTRONIC VOTING

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

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

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

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

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

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

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

(i) To authenticate the Member's identity to or within the online voting system.

(ii) To confirm, at least fourteen (14) days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system.

(iii) That is consistent with the election and voting procedures in these Bylaws and the other Governing Documents.

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

(i) Authenticate the Member's identity.

(ii) Authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.

(iii) Transmit a receipt from the online voting system to each Member who casts an electronic vote.

(iv) Permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors).

(v) Store and keep electronic ballots accessible to election officials for recount, inspection, and review.

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

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

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

ARTICLE V
ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
BOARD OF DIRECTORS

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

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

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

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

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

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

ARTICLE VII
ELECTION OF DIRECTORS

(1) Other than those selected by the Declarant, Directors must be Members or their spouses; officers of a corporate Member; members of an LLC Member; Trustees of a trust Member; or partners of a partnership Member. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Master Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction that would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership. A Director or Officer charged by information or indictment with a felony theft or embezzlement offense involving the Master Association's funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or *nolo contendere*, the Director or Officer shall be reinstated for any remainder of his term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or Officer.

(2) Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall comply with the educational requirements of Chapter 720.3033 Florida Statutes, as may be amended.

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

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

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

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

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

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

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

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

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

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

(G) In addition to the foregoing, to the extent that the Master Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Section 720.317, Florida Statutes (2025), or as later amended.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

(G) Prior to commencement of any legal action against Declarant for claims, disputes, and liabilities pertaining to or arising out of Declarant's obligations and duties in the development of Common Areas, or prior to commencement to any legal action that involves an amount in controversy in excess of $100,000.00, the Board shall, in good faith, undertake mediation or structured negotiation with Declarant and attempt to resolve the claim, dispute, or liability. The Board of Directors is only entitled to bring such legal action upon (i) the failure of the Board of Directors and Declarant to negotiate or mediate a settlement to the claim, dispute, or liability; (ii) the affirmative vote of a majority of all votes entitled to be cast by Members of the Master Association to bring such legal action, at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws; and (iii) a majority vote of all Directors of the Board of Directors, at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws. Regardless of anything herein to the contrary, this provision of the Bylaws may not be modified or superseded by amendment or other provision of these Bylaws or the Articles of Incorporation of the Master Association, except upon the affirmative vote of seventy-five percent (75%) of all Members votes entitled to be cast at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws. It is the intent of this provision that expenditure of Master Association funds in litigation should be made only upon the agreement by Members holding seventy-five percent (75%) of the votes entitled to be cast and only after bona fide attempts at negotiation and settlement have been unsuccessful.

ARTICLE IX

MEETINGS OF DIRECTORS

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

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

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

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

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

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

ARTICLE X
OFFICERS

(1) The Officers shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other Officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors. An individual may simultaneously hold more than one office so long as the President is not also the Secretary.

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

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

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

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

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

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

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

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

ARTICLE XI
COMMITTEES

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

ARTICLE XII
ASSESSMENTS

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

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

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

ARTICLE XIII
FISCAL MANAGEMENT

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

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

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

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

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

ARTICLE XIV
OFFICIAL SEAL

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

ARTICLE XV
BOOKS AND RECORDS

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

ARTICLE XVI
AMENDMENTS

Subsequent to Turnover, a resolution for the adoption of an amendment may be proposed by either the Board of Directors or by the Members of the Master Association. Except as elsewhere provided, such resolutions must be adopted by the affirmative vote of two-thirds (2/3) of the voting interests present and

voting, in person or by proxy, at a duly called and noticed meeting of the Members at which a quorum is present. Notwithstanding the foregoing, prior to Turnover, amendments may be adopted by the Declarant. As long as the Declarant owns a Parcel or other property in the Community, no amendment to these Bylaws adopted by the Members shall be effective without the prior written consent of the Declarant, which consent may be denied in the Declarant's discretion, provided, further, that regardless of whether the Declarant owns a Parcel or other property in the Community, no amendment shall be effective if it affects the Declarant's rights or alters any provision made for the Declarant's benefit. No amendment shall be effective if it affects a Builder's rights or alters a provision made for a Builder's benefit.

ARTICLE XVII
TURNOVER OF CONTROL OF MASTER ASSOCIATION

(1) Time of Turnover. Turnover of control of the Master Association occurs when the Class "A" Members are first entitled to elect a majority of the Directors of the Master Association. Class "A" Members shall be entitled to assume control of the Master Association by electing a majority of the Board of Directors not later than ninety (90) days after the conveyance of title to Owners other than Declarant, of at least ninety percent (90%) of all Parcels or Units that will ultimately be operated by the Master Association. The election shall occur at a meeting of the Members ("Turnover Meeting"). For purposes of this Section, the term "Owners other than the Declarant" shall not include Builders, contractors, or others who purchase a Parcel for the purpose of constructing improvements thereon for resale.

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

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

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

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

ARTICLE XVIII
NOTICE; RECORDS

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

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

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

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

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

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

ARTICLE XIX
CONFLICTS

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

EXHIBIT "D"

MAINTENANCE AND MONITORING PLAN FOR CONSERVATION AREAS

INDIGENOUS PRESERVE AND PROTECTED SPECIES MANAGEMENT PLAN

PROTECTED SPECIES MANAGEMENT

HUMAN WILDLIFE COEXISTENCE PLAN

EXHIBIT "D"

KINGSTON PODS 1–3
INDIGENOUS PRESERVATION, RESTORATION, AND MANAGEMENT PLAN

June 2024

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TABLE OF CONTENTS

Page

1.0 Introduction 1

2.0 Existing Indigenous Vegetation Habitats 2

3.0 Existing Non-Indigenous Vegetation 2

4.0 Indigenous Vegetation Preservation and Enhancement 3

4.1 Methods to Remove and Control Exotic and Nuisance Plants 3
4.2 Debris Removal 4
4.3 Method and Frequency of Pruning and Trimming 4

5.0 Indigenous Vegetation Restoration 4

5.1 Removal of Exotics and Supplemental Plantings 5
5.2 Wetland and Upland Restoration from Farm Fields 7

5.2.1 Wetland Grading and Planting 7
5.2.2 Upland Grading and Planting 9
5.2.3 Native Landscape Berm Plantings 11

6.0 Preserve Activity Schedule 12

7.0 Success Criteria 13

7.1 Indigenous Wetland and Upland Preservation and Enhancement 13
7.2 Indigenous Wetland and Upland Restoration 13
7.3 Wetland and Upland Restoration from Farm Fields 13

8.0 Maintenance 13

8.1 Prescribed Fire 14

9.0 Monitoring Reports 15

10.0 Long-Term Management and Monitoring 15

11.0 Preserve Signage and Community Education Plan 15

12.0 References 16

LIST OF TABLES

		Page
Table 1.	Preserve Activity Summary for Pods 1–3	1
Table 2.	Prohibited Invasive Exotics	3
Table 3.	Supplemental Wetland Plantings	5
Table 4.	Supplemental Upland Plantings	6
Table 5.	Planting List for Wetland Restoration from Farm Fields	8
Table 6.	Planting List for Upland Restoration from Farm Fields	10
Table 7.	Native Landscape Berm Plantings	11

LIST OF APPENDICES

Page

Appendix A. Indigenous Vegetation Map A-1

Appendix B. FLUCFCS Descriptions B-1

Appendix C. Aerial with FLUCFCS and Wetlands C-1

Appendix D. Indigenous Vegetation, Preservation, and Restoration Plan D-1

Appendix E. Planting Plan – Pod 1 ..... E-1

Appendix F. Planting Plan – Pod 2 ..... F-1

Appendix G. Planting Plan – Pod 3 ..... G-1

Appendix H. Restoration Phase Map H-1

Appendix I. Typical Preserve Signage I-1

1.0 INTRODUCTION

The following outlines the Lee County Indigenous Preservation, Restoration, and Management Plan for Kingston (Project), located in Sections 2, 3, 10, 11, 14, 15, 23, 24, 25, 26, 34, 35 and 36; Township 46 South; Range 27 East and Section 35, Township 45 South, Range 27 East, Lee County. The Project site totals 6,687.50± acres. As part of Lee County's open-space requirements, the Project proposes to establish on-site conservation areas totaling 3,295.60± acres. This plan is specific to Pods 1–3, which contain a combined total of 915.16± acres of conservation area. The proposed conservation areas for Pods 1-3 will contain the following elements:

- Preservation and enhancement of 82.89± acres of indigenous wetlands and uplands (existing forested and herbaceous habitats with less than 75 percent exotics);
- Restoration of 89.03± acres of indigenous wetland and upland vegetation through the removal of exotic vegetation (in existing forested and herbaceous habitats with greater than 75 percent exotics) and supplemental planting;
- Restoration of 714.40± acres of wetlands, uplands, and "Other Surface Waters" (OSW) from farm fields and replanting with native vegetation;
- Creation of 26.31± acres of native landscape berms; and
- Preservation of 2.53± acres of OSW.

Table 1 below contains a summary of the activity types by acreage for Pods 1–3.

Table 1. Preserve Activity Summary for Pods 1–3

Activity Type	Acreage(s)			
	Pod 1	Pod 2	Pod 3	Total
Indigenous Wetland Preserve and Enhancement	12.79	8.48	17.37	38.64
Indigenous Upland Preserve and Enhancement	33.42	10.83	-	44.25
Indigenous Wetland Restoration	18.81	2.90	3.75	25.46
Indigenous Upland Restoration	26.49	33.17	3.91	63.57
Wetland Restoration from Farm Fields	193.08	65.66	18.28	277.02
Upland Restoration from Farm Fields	181.51	119.92	135.95	437.38
Native Landscape Berm	3.48[1]	8.01[1]	14.82[2]	26.31
OSW Preserve	2.53	-	-	2.53
Totals	**472.11**	**248.97**	**194.08**	**915.16**

[1]Acreage is part of Upland Restoration from Farm Fields.
[2]13.72± acres are part of Upland Restoration from Farm Fields, and 1.10± acres are part of Indigenous Upland Restoration.

The preservation and enhancement of existing indigenous vegetation and the restoration of extensive areas of farm fields back to indigenous habitats will serve to provide significant regional flow-ways and wildlife corridors within the Project site. The proposed on-site preservation and restoration of indigenous upland and wetland vegetation communities will create significant areas of wildlife habitat that will complement the adjacent Lee County Imperial Marsh Preserve to the west, Corkscrew Regional Ecosystem Watershed (CREW) to the east, and Corkscrew Swamp Sanctuary and CREW lands to the south. The proposed flow-ways will also serve to re-establish

the north to south flow of water through the Project that existed historically and will act as a treatment train for the uptake of nutrients, providing significant water-quality benefits.

2.0 EXISTING INDIGENOUS VEGETATION HABITATS

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

The indigenous areas throughout the Project occur as clustered areas of wetland and upland forest and herbaceous habitats with less than 75 percent coverage by exotics, primarily located within the central and northern portions of the Project site. Smaller remnant areas of indigenous habitat are located scattered in the southern portion of the Project. Pods 1–3 contain 82.89± acres (combined pre-development wetland and upland acres) of existing indigenous vegetation. The majority of the indigenous vegetation within Pods 1–3 is located in the southern portions of the site, adjacent to CREW and Corkscrew Swamp Sanctuary lands. The Project's existing indigenous wetland and upland vegetation communities are depicted in Appendix A.

The indigenous wetland habitats within Pods 1–3 total 38.64± acres and consist mostly of cypress, hydric pine, cypress/pine/cabbage palm, mixed wetland forest, and willow/pop ash habitats. The indigenous uplands within Pods 1–3 total 44.25± acres and consist mostly of palmetto prairie, pine, pine flatwoods, and mixed hardwood/conifer habitat types. The Florida Land Use, Cover and Forms Classification System (FLUCFCS) (Florida Department of Transportation 1999) descriptions of the indigenous wetland and upland habitats, including those proposed for preservation, are provided in Appendix B. An aerial with FLUCFCS is attached as Appendix C.

3.0 EXISTING NON-INDIGENOUS VEGETATION

The non-indigenous areas throughout the Project occur predominantly as row crops and citrus groves with associated agricultural operations and ditching and drainage systems. Pods 1–3 contain 832.27± acres (combined pre-development wetland and upland acres) of wetland and upland vegetation communities and OSWs that do not meet the LDC's definition of indigenous vegetation.

The non-indigenous wetlands within Pods 1–3 total 25.46± acres and consist of existing agricultural lands and habitat types that contain greater than 75 percent coverage by exotics, primarily Brazilian pepper (*Schinus terebinthifolia*), melaleuca (*Melaleuca quinquenervia*), torpedograss (*Panicum repens*), and West Indian marsh grass (*Hymenachne amplexicaulis*). Additionally, Pods 1–3 contain 735.77± acres of disturbed agricultural lands and non-indigenous upland communities that contain greater than 75 percent coverage by exotic vegetation. The non-indigenous areas also include 71.04± acres of man-made OSWs (i.e., agricultural ditches and reservoirs) created for the purpose of water detention and conveyance throughout the site. The

non-indigenous wetlands, uplands, and OSWs are identified in Appendix A. The FLUCFCS descriptions of the non-indigenous areas on the Project site are provided in Appendix B.

4.0 INDIGENOUS VEGETATION PRESERVATION AND ENHANCEMENT

A total of 82.89± acres (38.64± acres of wetlands and 44.25± acres of uplands) with less than 75 percent existing exotic vegetation will be preserved and enhanced by removing and treating exotic and nuisance vegetation. In addition to the indigenous vegetation preservation, 2.53± acres of OSW will be preserved. The locations of the indigenous preservation areas are shown on Appendix D.

4.1 Methods to Remove and Control Exotic and Nuisance Plants

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

Table 2. Prohibited Invasive Exotics

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

Exotic and nuisance vegetation removal will be conducted primarily by hand methods. Hand treatment will be either by felling exotic trees, hand removing debris, and subsequent herbicide treatment of the stumps or by hand pulling and removal. The treatment of exotic and nuisance vegetation will include one or more of the following methods: (1) cut exotics within 12 inches of ground elevation, hand remove cut vegetation, and treat the remaining stump with an approved herbicide; (2) girdle standing Brazilian pepper, melaleuca, and Australian pine (*Casuarina equisetifolia*) with diameter at breast height greater than 4 inches and apply an approved herbicide to cambium; (3) foliar application of an approved herbicide to Brazilian pepper, melaleuca saplings, Australian pine, and downy rose-myrtle (*Rhodomyrtus tomentosa*); (4) foliar application of an approved herbicide or hand pulling of exotic seedlings; and (5) foliar application of an approved herbicide to nuisance grasses.

4.2 Debris Removal

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

4.3 Method and Frequency of Pruning and Trimming

Exotic removal within the existing indigenous habitats is scheduled to begin after the applicable permits and approvals have been attained for each phase. After the completion of the initial exotic removal, semi-annual inspections of the preserves will occur for the first two years. During these inspections, the conservation areas will be traversed by a qualified ecologist. Locations of nuisance and exotic species will be identified for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted, and corrective actions will be taken. Once exotic and nuisance species levels have been reduced to acceptable limits, inspections of the conservation areas will be conducted a minimum of once every two years to coincide with the Community Development District (CDD) inspection.

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

5.0 INDIGENOUS VEGETATION RESTORATION

Restoration and re-establishment of indigenous vegetation communities will be conducted in areas with greater than 75 percent coverage by exotic vegetation and in the existing farm fields within the conservation areas. Restoration activities will include 89.03± acres of exotic removal and supplemental plantings in existing habitats with greater than 75 percent exotics and 714.40± acres of wetland and upland restoration from existing agricultural lands. Additionally, 26.31± acres of native landscape berm will be created/restored from non-indigenous areas. The locations of the various restoration areas are shown on Appendix D.

5.1 Removal of Exotics and Supplemental Plantings

Approximately 89.03 acres (25.46± acres of wetlands and 63.57± acres of uplands) with greater than 75 percent exotics will be enhanced by removing exotic species and installing supplemental plantings of native vegetation. Mechanical equipment may be utilized to assist in removing exotic species in these areas. Cut vegetative debris will be removed from these areas to allow for successful supplemental plantings. All efforts will be made to preserve native trees when conducting the exotic removal with mechanized equipment. To minimize adverse impacts to the ground surface, machinery that exerts a relatively low impact on the ground surface (i.e., tracked skid steer, feller-buncher) will be utilized within the mechanical removal areas.

Following the removal of exotics, supplemental wetland plantings will be installed in the 25.46± acres of wetland habitats. Wetland plantings will be selected based on the type of native vegetation that occurs in the adjacent or nearby wetland habitats. Tree and ground cover species will be planted according to the specifications in Table 3. A minimum of three tree species and five ground cover species will be planted. The species selected for planting will depend on market availability at the time the plantings are to occur.

Table 3. Supplemental Wetland Plantings[1]

Common Name	Scientific Name	Minimum Height	Container Size	Planting Instructions (On Center)
Tree				
American elm	*Ulmus americana*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Bald cypress	*Taxodium distichum*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Dahoon holly	*Ilex cassine*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Laurel oak	*Quercus laurifolia*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Persimmon	*Diospyros virginiana*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Pond apple	*Annona glabra*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Pop ash	*Fraxinus caroliniana*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Red maple	*Acer rubrum*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Slash pine	*Pinus elliottii*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Swamp dogwood	*Cornus foemina*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Ground Cover				
Alligator flag	*Thalia geniculata*	12 in.	2 in.	5 to 8 ft.
Arrowhead	*Sagittaria lancifolia*	12 in.	2 in.	5 to 8 ft.
Blue flag iris	*Iris virginica*	12 in.	2 in.	5 to 8 ft.
Blue maidencane	*Amphicarpum muehlenbergianum*	12 in.	2 in.	5 to 8 ft.
Dense-flower knotweed	*Polygonum glabrum*	12 in.	2 in.	5 to 8 ft.
Golden canna	*Canna flaccida*	12 in.	2 in.	5 to 8 ft.
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	5 to 8 ft.
Maidencane	*Hymenachne hemitomon*	12 in.	2 in.	5 to 8 ft.
Muhly grass	*Muhlenbergia capillaris*	12 in.	2 in.	5 to 8 ft.

Table 3. (Continued)

Common Name	Scientific Name	Minimum Height	Container Size	Planting Instruction (On Center)
Ground Cover (Continued)				
Pickerelweed	*Pontederia cordata*	12 in.	2 in.	5 to 8 ft.
Sand cordgrass	*Spartina bakeri*	12 in.	2 in.	5 to 8 ft.
Sawgrass	*Cladium jamaicense*	12 in.	2 in.	5 to 8 ft.
Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	5 to 8 ft.
Spikerush	*Eleocharis interstincta*	12 in.	2 in.	5 to 8 ft.
Swamp lily	*Crinum americanum*	12 in.	2 in.	5 to 8 ft.
Wiregrass	*Aristida stricta*	12 in.	2 in.	5 to 8 ft.

[1]Plantings to be installed in Indigenous Wetland Restoration areas (25.46± acres). Additional tree and ground cover species may be included in the planting table with approval from Lee County Department of Community Development.
BR – Bare Root

Following the removal of exotic vegetation, supplemental upland plantings will be installed in 63.57± acres of upland habitats. Upland plantings will be selected to replace the type of native vegetation that occurs in the adjacent or nearby upland habitats. Tree plantings will primarily include slash pine (*Pinus elliottii*), although other tree species listed in Table 4 may be utilized. Upland tree and ground cover plantings will be installed according to the specifications listed in Table 4. A minimum of three tree species and five ground cover species will be planted. The species selected for planting will depend on market availability at the time the plantings are to occur.

Table 4. Supplemental Upland Plantings[1]

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Instruction (On Center)
Trees				
Bald cypress[2]	*Taxodium distichum*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Cabbage palm	*Sabal palmetto*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Dahoon holly	*Ilex cassine*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Gumbo limbo	*Bursera simaruba*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Laurel oak	*Quercus laurifolia*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Live oak	*Quercus virginiana*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Red maple	*Acer rubrum*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Slash pine	*Pinus elliottii*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Wild tamarind	*Lysiloma latisiliquum*	2 to 5 ft.	1 gal.	15 to 20 ft.
Ground Cover				
Blue maidencane	*Amphicarpum muehlenbergianum*	12 in.	2 in.	5 to 8 ft.
Broomsedge	*Andropogon virginicus*	12 in.	2 in.	5 to 8 ft.
Bushy bluestem	*Andropogon glomeratus*	12 in.	2 in.	5 to 8 ft.

Table 4. (Continued)

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Instruction (On Center)
Ground Cover (Continued)				
Fakahatchee grass	*Tripsacum dactyloides*	12 in.	2 in.	5 to 8 ft.
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	5 to 8 ft.
Muhly grass	*Muhlenbergia capillaris*	12 in.	2 in.	5 to 8 ft.
Purple lovegrass	*Eragrostis spectabilis*	12 in.	2 in.	5 to 8 ft.
Sand cordgrass	*Spartina bakeri*	12 in.	2 in.	5 to 8 ft.
Saw palmetto	*Serenoa repens*	12 in.	1 gal.	15 to 20 ft.
Wiregrass	*Aristida stricta*	12 in.	2 in.	5 to 8 ft.

[1]Plantings to be installed in Indigenous Upland Restoration areas (63.57± acres). Additional tree and ground cover species may be included in the planting table with approval from Lee County Department of Community Development.
[2]To be utilized in low areas as needed.
BR – Bare Root

5.2 Wetland and Upland Restoration from Farm Fields

Approximately 714.40± acres of existing farm fields, including agricultural ditches and reservoirs, will be restored to native wetland and upland habitats. Wetland and upland restoration activities will include leveling row crop fields, removing citrus trees, backfilling agricultural ditches and detention systems, regrading to the contours necessary for the restoration of historical habitat communities, replanting vegetation to achieve target habitat types, and ongoing maintenance and management.

Wetland restoration from farm fields will consist of constructing a large-scale, interconnected freshwater flow-way system that will provide significant foraging habitat for aquatic wildlife species and extensive water-quality benefits through the filtering of nutrients.

5.2.1 Wetland Grading and Planting

Stormwater from the development areas of the Project will be treated for water quality in stormwater lakes within the stormwater management system for each development area. Following water-quality treatment, stormwater will be discharged from treatment lakes into the restoration area at various locations.

Drainage ditches and other components of the agricultural drainage/water management system will be backfilled using material from the existing berms and disturbed areas. Proposed wetland areas will be graded and planted with wetland plantings listed in Table 5. The species selected for planting will depend on market

availability at the time the plantings are to occur. Specifications for plantings' size and density (on-center spacing) are also provided in Table 5.

Table 5. Planting List for Wetland Restoration from Farm Fields[1]

Common Name	Scientific Name	Minimum Height	Container Size	Planting Interval (On Center)
Trees[2]				
American elm	*Ulmus americana*	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Bald cypress	*Taxodium distichum*	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Laurel oak	*Quercus laurifolia*	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Persimmon	*Diospyros virginiana*	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Pond apple	*Annona glabra*	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Pop ash	*Fraxinus caroliniana*	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Red maple	*Acer rubrum*	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Slash pine	*Pinus elliottii*	2 to 5 ft.	BR to 3 gal.	30 to 50 ft.
Ground Cover Plantings				
Zone 1				
Blue flag iris	*Iris virginica*	12 in.	2 in.	3 to 5 ft.
Blue maidencane	*Amphicarpum muehlenbergianum*	12 in.	2 in.	3 to 5 ft.
Bushy bluestem	*Andropogon glomeratus*	12 in.	2 in.	5 to 8 ft.
Golden canna	*Canna flaccida*	12 in.	2 in.	5 to 8 ft.
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	5 to 8 ft.
Maidencane	*Hymenachne hemitomon*	12 in.	2 in.	3 to 5 ft.
Muhly grass	*Muhlenbergia capillaris*	12 in.	2 in.	5 to 8 ft.
Redroot	*Ceanothus americanus*	12 in.	2 in.	5 to 8 ft.
Sand cordgrass	*Spartina bakeri*	12 in.	2 in.	5 to 8 ft.
Sawgrass	*Cladium jamaicense*	12 in.	2 in.	3 to 5 ft.
Zone 2				
Alligator flag	*Thalia geniculata*	12 in.	2 in.	3 to 5 ft.
Arrowhead	*Sagittaria lancifolia*	12 in.	2 in.	3 to 5 ft.
Golden canna	*Canna flaccida*	12 in.	2 in.	3 to 5 ft.
Maidencane	*Hymenachne hemitomon*	12 in.	2 in.	3 to 5 ft.
Pickerelweed	*Pontederia cordata*	12 in.	2 in.	3 to 5 ft.
Sawgrass	*Cladium jamaicense*	12 in.	2 in.	3 to 5 ft.
Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	3 to 5 ft.
Spikerush	*Eleocharis interstincta*	12 in.	2 in.	3 to 5 ft.

Table 5. (Continued)

Common Name	Scientific Name	Minimum Height	Container Size	Planting Interval (On Center)
Ground Cover (Continued)				
Zone 3				
Alligator flag	*Thalia geniculata*	12 in.	2 in.	3 to 5 ft.
Arrowhead	*Sagittaria lancifolia*	12 in.	2 in.	3 to 5 ft.
Golden canna	*Canna flaccida*	12 in.	2 in.	3 to 5 ft.
Pickerelweed	*Pontederia cordata*	12 in.	2 in.	3 to 5 ft.
Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	3 to 5 ft.
Spatterdock	*Nuphar luteum*	24 in.	1 gal.	15 ft.
Spikerush	*Eleocharis interstincta*	12 in.	2 in.	3 to 5 ft.
Water lily	*Nymphaea odorata*	24 in.	1 gal.	15 ft.

[1]Plantings to be installed in Zones 1, 2, and 3 in Wetland Restoration from Farm Fields (277.02± acres). Additional tree and ground cover species may be included in the planting table with approval from Lee County Department of Community Development.
[2]Wetland tree plantings will be clustered along the edge of the flow-way restoration areas to promote open foraging habitat for listed wading bird species.
BR – Bare Root

Slash pine, cypress (*Taxodium* sp.), and ground cover species from Zone 1 in Table 5 will be installed on the higher slope of the restored wetlands where the target habitat is pine-cypress. Zone 2 plantings will be installed on the mid- to lower elevations where the target habitat is freshwater marsh. Zone 3 plantings will be installed in the lowest portions of the graded area. The Zone 3 target habitat type is freshwater marsh but may contain intermittent areas of open water. A minimum of three ground cover species will be planted per zone.

5.2.2 Upland Grading and Planting

Upland restoration will consist of levelling row crop fields, removing citrus trees and berms, and backfilling ditches and detention areas. Regrading will occur to provide appropriate ground elevations for the target upland plant communities.

Following final grading, tree species and ground cover from Table 6 will be installed. The species selected for planting will depend on the market availability at the time plantings are to occur. Trees may be planted in clusters to provide distinct areas that can be defended from prescribed fire by the installation of disked firebreaks around the perimeter of the clusters. The locations of the tree clusters will be identified based on an analysis of historical aerials and proposed site topography. Trees will be planted in accordance with the specifications listed in Table 6. Clusters of trees may be pine, hardwoods, or a mix of pine and hardwoods.

A variety of tree sizes may be utilized to create a more heterogeneous plant community.

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

Native ground cover plantings will be installed in the upland restoration areas and will include a minimum of four of the species listed in Table 6. No one species will constitute more than 50 percent of the total ground cover plantings.

Table 6. Planting Listed for Upland Restoration from Farm Fields[1]

Common Name	Scientific Name	Minimum Height	Container Size	Planting Interval (On Center)
Trees				
Bald cypress[2]	*Taxodium distichum*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Cabbage palm	*Sabal palmetto*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Dahoon holly	*Ilex cassine*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Laurel oak	*Quercus laurifolia*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Live oak	*Quercus virginiana*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Red maple[2]	*Acer rubrum*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Swamp bay[2]	*Persea palustris*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Slash pine	*Pinus elliottii*	2 to 5 ft.	BR to 3 gal.	15 to 20 ft.
Wild tamarind	*Lysiloma latisiliquum*	2 to 5 ft.	1 gal.	15 to 20 ft.
Ground Cover				
Blue maidencane	*Amphicarpum muehlenbergianum*	12 in.	2 in.	3 to 5 ft.
Broomsedge	*Andropogon virginicus*	12 in.	2 in.	5 to 8 ft.
Bushy bluestem	*Andropogon glomeratus*	12 in.	2 in.	5 to 8 ft.
Fakahatchee grass	*Tripsacum dactyloides*	12 in.	2 in.	5 to 8 ft.
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	5 to 8 ft.
Muhly grass	*Muhlenbergia capillaris*	12 in.	2 in.	5 to 8 ft.
Purple lovegrass	*Eragrostis spectabilis*	12 in.	2 in.	5 to 8 ft.
Sand cordgrass	*Spartina bakeri*	12 in.	2 in.	5 to 8 ft.
Saw palmetto	*Serenoa repens*	12 in.	1 gal.	15 to 20 ft.
Wiregrass	*Aristida stricta*	12 in.	2 in.	5 to 8 ft.

[1]Plantings to be installed in Upland Restoration from Farm Fields (437.38± acres). Additional tree and ground cover species may be included in the planting table with approval from Lee County Department of Community Development.

Table 6. (Continued)

[2]To be utilized in low areas as needed.
BR – Bare Root

5.2.3 Native Landscape Berm Plantings

In addition to meeting the minimum planting requirements outlined in Table 6, additional native tree and shrub plantings may be installed along the native landscape berms (25.88± acres) within the upland restoration areas along Corkscrew Road and the entry features. The additional tree and shrub species proposed along the native landscape berms are included in Table 7.

Ground cover plantings will include a minimum of three of the five species listed in Table 7. Ground cover plantings may be clustered, so there may be small patches where only trees exist. After ground cover plantings have been installed, a layer of pine straw bedding may be utilized on the native landscape berms to prevent erosion along the side slopes.

Table 7. Native Landscape Berm Plantings[1]

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center)
Tree/Shrub[2]				
American elm	*Ulmus americana*	2 to 5 ft.	1 gal.	15 to 20 ft.
Black olive	*Bucida buceras*	2 to 5 ft.	1 gal.	15 to 20 ft.
Buttonwood	*Conocarpus erectus*	2 to 5 ft.	1 gal.	15 to 20 ft.
Carolina willow	*Salix caroliniana*	2 to 5 ft.	1 gal.	15 to 20 ft.
Cocoplum	*Chrysobalanus icaco*	2 to 5 ft.	1 gal.	15 to 20 ft.
Dahoon holly	*Ilex cassine*	2 to 5 ft.	1 gal.	15 to 20 ft.
Eagleston holly	*Ilex x attenuata*	2 to 5 ft.	1 gal.	15 to 20 ft.
Fiddlewood	*Citharexylum spinosum*	2 to 5 ft.	1 gal.	15 to 20 ft.
Firebush	*Hamelia patens*	2 to 5 ft.	1 gal.	15 to 20 ft.
Gumbo limbo	*Bursera simaruba*	2 to 5 ft.	1 gal.	15 to 20 ft.
Jamaican caper	*Quadrella jamaicensis*	2 to 5 ft.	1 gal.	15 to 20 ft.
Loblolly bay	*Gordonia lasianthus*	2 to 5 ft.	1 gal.	15 to 20 ft.
Orange geiger	*Cordia sebestena*	2 to 5 ft.	1 gal.	15 to 20 ft.
Paradise tree	*Simarouba glauca*	2 to 5 ft.	1 gal.	15 to 20 ft.
Paurotis palm	*Acoelorraphe wrightii*	2 to 5 ft.	1 gal.	15 to 20 ft.
Persimmon	*Diospyros virginiana*	2 to 5 ft.	1 gal.	15 to 20 ft.
Pigeon plum	*Coccoloba diversifolia*	2 to 5 ft.	1 gal.	15 to 20 ft.
Pitch apple	*Clusia rosea*	2 to 5 ft.	1 gal.	15 to 20 ft.
Red bay	*Persea borbonia*	2 to 5 ft.	1 gal.	15 to 20 ft.
Red cedar	*Juniperus virginiana*	2 to 5 ft.	1 gal.	15 to 20 ft.
Saw palmetto	*Serenoa repens*	2 to 5 ft.	1 gal.	30 to 50 ft.
Seagrape	*Coccoloba uvifera*	2 to 5 ft.	1 gal.	15 to 20 ft.

Table 7. (Continued)

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Interval (On Center)
Trees/Shrubs[2]				
Simpson's stopper	*Myrcianthes fragrans*	2 to 5 ft.	1 gal.	15 to 20 ft.
Slash pine	*Pinus elliottii*	2 to 5 ft.	1 gal.	15 to 20 ft.
Southern magnolia	*Magnolia grandiflora*	2 to 5 ft.	1 gal.	15 to 20 ft.
Sugarberry	*Celtis laevigata*	2 to 5 ft.	1 gal.	15 to 20 ft.
Sweet gum	*Liquidambar styraciflua*	2 to 5 ft.	1 gal.	15 to 20 ft.
Sycamore	*Platanus occidentalis*	2 to 5 ft.	1 gal.	15 to 20 ft.
Thatch palm	*Thrinax radiata*	2 to 5 ft.	1 gal.	15 to 20 ft.
Walter's viburnum	*Viburnum obovatum*	2 to 5 ft.	1 gal.	15 to 20 ft.
Wax myrtle	*Morella cerifera*	2 to 5 ft.	1 gal.	15 to 20 ft.
West Indian mahogany	*Swietenia mahagoni*	2 to 5 ft.	1 gal.	15 to 20 ft.
Wild coffee	*Psychotria nervosa*	2 to 5 ft.	1 gal.	15 to 20 ft.
Wild lime	*Zanthoxylum fagara*	2 to 5 ft.	1 gal.	15 to 20 ft.
Wild tamarind	*Lysiloma latisiliquum*	2 to 5 ft.	1 gal.	15 to 20 ft.
Yaupon holly	*Ilex vomitoria*	2 to 5 ft.	1 gal.	15 to 20 ft.
Ground Cover				
Blue maidencane	*Amphicarpum muehlenbergianum*	12 in.	4 in.	3 ft.
Fakahatchee grass	*Tripsacum dactyloides*	12 in.	4 in.	3 ft.
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	4 in.	3 ft.
Muhly grass	*Muhlenbergia capillaris*	12 in.	4 in.	3 ft.
Purple lovegrass	*Eragrostis spectabilis*	12 in.	4 in.	3 ft.
Sand cordgrass	*Spartina bakeri*	12 in.	4 in.	3 ft.
Sawgrass	*Cladium jamaicensis*	12 in.	4 in.	3 ft.
Wiregrass	*Aristida stricta*	12 in.	4 in.	3 ft.

[1]Additional plantings that may be installed on the Native Landscape Berms (26.31± acres). Additional tree and ground cover species may be included in the planting table with approval from Lee County Department of Community Development.
[2]Trees and shrubs may be clustered or evenly spaced.

Detailed planting plans for the restoration areas within Pods 1, 2, and 3 are provided as Appendix E, F, and G, respectively.

6.0 PRESERVE ACTIVITY SCHEDULE

Site development will occur in phases. A restoration phase map is provided as Appendix H.

7.0 SUCCESS CRITERIA

7.1 Indigenous Wetland and Upland Preservation and Enhancement

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

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

7.2 Indigenous Wetland and Upland Restoration

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

1) Initial eradication of exotic and nuisance vegetation will be completed.
2) Supplemental plantings will be completed in the indigenous restoration areas.
3) Tree and ground cover plantings will have a minimum 80 percent survival rate after five years.
4) The preserve areas will be maintained free from exotic vegetation. Exotic vegetation species include, but are not limited to, the 21 species of prohibited invasive exotic species listed in Section 10-420(h) of the LDC (Table 1).

7.3 Wetland and Upland Restoration from Farm Fields

The following are the success criteria for the wetland and upland restoration from farm field areas:

1) Initial eradication of exotic and nuisance vegetation will be completed.
2) Levelling of row crop fields; removal of citrus trees, berms, and spoil areas; backfilling of ditches and borrow areas; and regrading of wetland and upland restoration areas will be completed.
3) Plantings within wetland and upland restoration areas will be completed.
4) Tree and ground cover plantings will have a minimum 80 percent survival rate after five years.
5) The preserve areas will be maintained free from exotic vegetation. Exotic vegetation species include, but are not limited to, the 21 species of prohibited invasive exotic species listed in Section 10-420(h) of the LDC (Table 1).

8.0 MAINTENANCE

After the completion of the initial exotic removal, semi-annual inspections of the conservation areas will occur for the first two years. During these inspections, the conservation areas will be traversed by a qualified ecologist. Locations of nuisance and/or exotic species will be identified

for immediate treatment with an appropriate herbicide. Any additional potential problems will also be noted, and corrective actions will be taken. Once exotic and nuisance species levels have been reduced to acceptable limits, inspections of the conservation areas will be conducted annually.

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

8.1 Prescribed Fire

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

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

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

Firebreaks will be installed in strategic locations to safely ignite and control prescribed fires. Firebreaks will be co-located with maintenance trails, access roads, easements, fence lines, property boundaries, and natural habitat boundaries. A 12-foot wide fire break will be established directly adjacent to and inside (i.e., on the restoration side) of the 6-foot tall wildlife-control fence or other structural wildlife deterrent. Fires will be excluded from the planted tree clusters until such time that the plantings are mature enough to survive fires. Fires will be allowed to extinguish naturally within the wetter preserve areas, such as the marsh habitats.

Controlled burns will be conducted only when authorized with a permit by the FFS. In addition, notice will be given to the local fire district. Coordination with CREW and the South Florida Water Management District will occur before burning. Burning will not be conducted if smoke is anticipated to encroach upon Corkscrew Road, State Road 82, or adjacent residences.

9.0 MONITORING REPORTS

Monitoring will be conducted annually for the conservation areas. Annual reports documenting the achievement of the success criteria outlined in Section 7.0 will be submitted to Lee County Department of Community Development (DCD). Monitoring will typically be conducted during the height of the growing season (August to October) with annual reports submitted by December 31. Adjustments to the monitoring schedule may be made based on environmental conditions.

Five annual monitoring reports for each restoration sub-phase will be submitted to the DCD describing the conditions of the conservation areas. The monitoring reports will include documented exotic and nuisance species, mortality of vegetation, estimated causes of mortality, growth of the vegetation, wildlife observed, other factors that demonstrate the functional health of the conservation areas, and photographs. A brief description of anticipated maintenance work to be conducted over the next year will also be included. Periodic inspections will be conducted by DCD staff to ensure the accuracy of the monitoring reports.

10.0 LONG-TERM MANAGEMENT AND MONITORING

The conservation areas will be placed in a conservation easement granted to Lee County. The conservation easement will prevent the encroachment of future development, as well as activities that are incompatible with the goal of sustaining the preserved and restored conservation areas in good ecological health. These areas will be physically managed in accordance with the approved long-term management plan prepared by the Project ecologist and implemented by a CDD or Homeowners' Association (HOA) with the assistance of an appropriately skilled environmental professional. Responsibility for management of the conservation areas will shift to the CDD or HOA following the completion of enhancement and restoration activities on-site.

11.0 PRESERVE SIGNAGE AND COMMUNITY EDUCATION PLAN

Signs identifying the preserve as a "nature preserve area" will be installed along the boundary of the conservation areas. The signage will include language stating, "No dumping allowed." The signs will be spaced a maximum of 300 feet apart. The signs will be no closer than 10 feet from residential property lines and be limited to a maximum height of 4 feet and a maximum size of two square feet. A typical preserve sign is attached as Appendix I.

The community will be advised of the benefits of the conservation areas to the surrounding landscape and their residential community. One or more kiosks containing information, maps, wildlife sightings, and community notices may be installed at appropriate locations within the development, including the activity center and recreation areas.

Periodic seminars may be held to further educate the community about the conservation areas, wetland benefits, coexistence with and protection of wildlife, and the benefits of prescribed fire. Community informational and educational brochures, such as those describing the benefits of preserve areas, may be created and provided as needed to keep residents in compliance with

conservation easements, wildlife regulations, etc. Continued education will ensure that the community is well-informed regarding the preserves and wildlife coexistence.

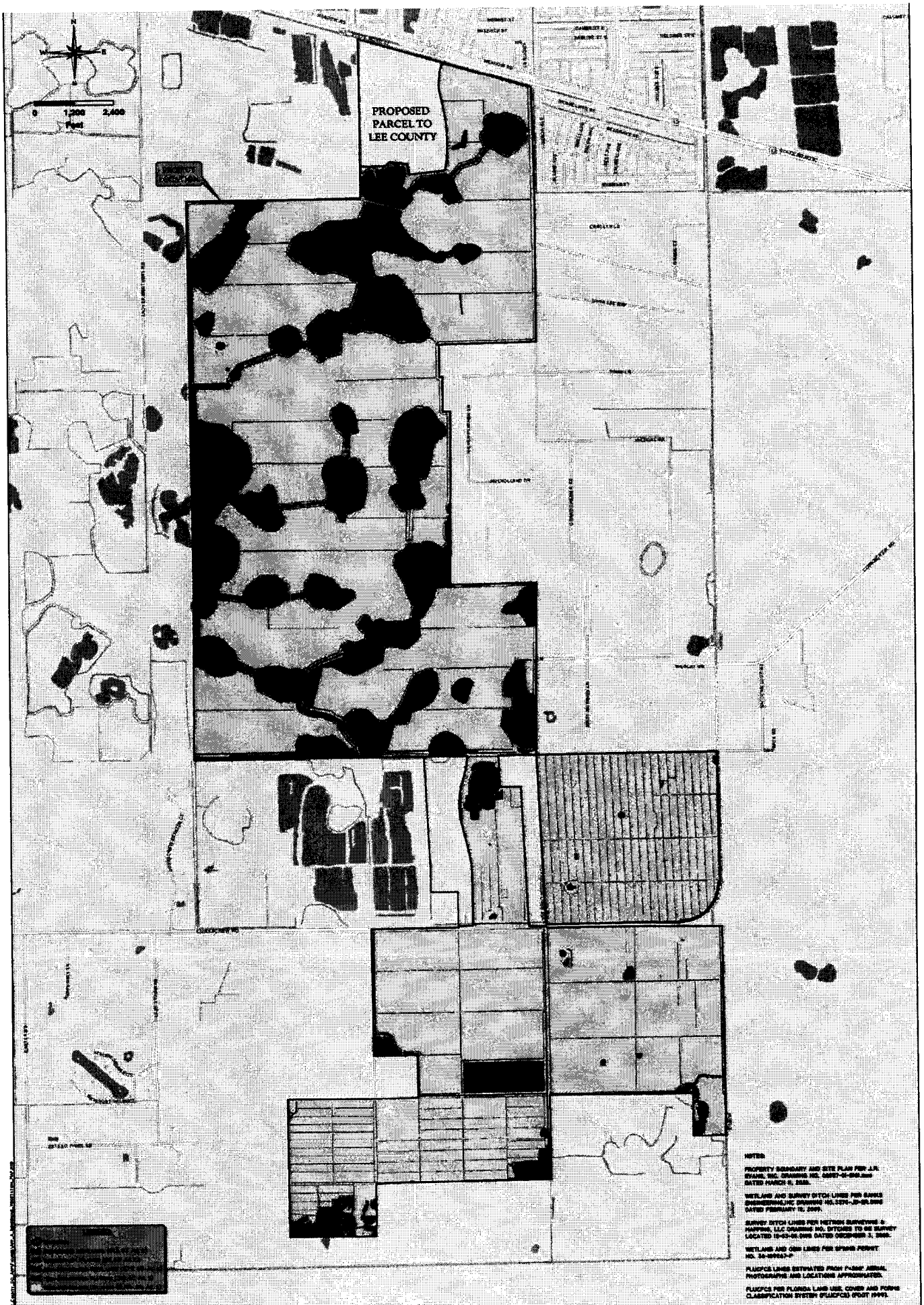
12.0 REFERENCES

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

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

APPENDIX A

INDIGENOUS VEGETATION MAP



DRAWN BY	DATE
H.H.	05/05/24
REVIEWED BY	DATE
S.J.	05/05/24
REVISED	DATE

13620 Metropolis Avenue
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PASSARELLA & ASSOCIATES

KINGSTON
INDIGENOUS VEGETATION MAP

DRAWING No. 21CCL3707

SHEET No. APPENDIX A

APPENDIX B

FLUCFCS DESCRIPTIONS

KINGSTON
FLUCFCS DESCRIPTIONS

I. INDIGENOUS WETLAND HABITATS

Cabbage Palm, Hydric (0–24% Exotics) (Florida Land Use, Cover and Forms Classification System (FLUCFCS) Code 4281 E1)
The canopy of this wetland habitat type is dominated by cabbage palm (*Sabal palmetto*). The sub-canopy contains cabbage palm and scattered wax myrtle (*Morella cerifera*). The ground cover contains beaksedge (*Rhynchospora* sp.) and swamp fern (*Telmatoblechnum serrulatum*).

Wax Myrtle/Willow, Hydric (0–24% Exotics) (FLUCFCS Code 4291 E1)
This wetland habitat type contains an open canopy. The sub-canopy contains wax myrtle, Carolina willow (*Salix caroliniana*), saltbush (*Baccharis halimifolia*), slash pine (*Pinus elliottii*), and Brazilian pepper (*Schinus terebinthifolia*). The ground cover contains bushy bluestem (*Andropogon glomeratus*), broomsedge (*Andropogon virginicus*), gulfdune paspalum (*Paspalum monostachyum*), Asiatic pennywort (*Centella asiatica*), and water pennywort (*Hydrocotyle umbellata*).

Wax Myrtle/Willow, Hydric (25–49% Exotics) (FLUCFCS Code 4291 E2)
This wetland habitat type is similar to that of FLUCFCS Code 4291 E1, except with higher concentrations of Brazilian pepper in the sub-canopy.

Wax Myrtle/Willow, Hydric (50–75% Exotics) (FLUCFCS Code 4291 E3)
This disturbed wetland habitat type is similar to that of FLUCFCS Code 4291 E2, except with higher concentrations of Brazilian pepper in the sub-canopy.

Mixed Wetland Hardwoods, Disturbed (0–24% Exotics) (FLUCFCS Code 6179 E1)
The canopy of this wetland habitat type contains laurel oak (*Quercus laurifolia*), swamp bay (*Persea palustris*), cabbage palm, bald cypress (*Taxodium distichum*), and melaleuca (*Melaleuca quinquenervia*). The sub-canopy contains cabbage palm, dahoon holly (*Ilex cassine*), myrsine (*Myrsine cubana*), and Brazilian pepper. The ground cover contains swamp fern and widely scattered saw palmetto (*Serenoa repens*).

Mixed Wetland Hardwoods, Disturbed (25–49% Exotics) (FLUCFCS Code 6179 E2)
This wetland habitat type is similar to that of FLUCFCS Code 6179 E1, but contains a higher concentration of melaleuca in the canopy and Brazilian pepper in the sub-canopy.

Mixed Wetland Hardwoods, Disturbed (50–75% Exotics) (FLUCFCS Code 6179 E3)
This wetland habitat type is similar to that of FLUCFCS Code 6179 E2, but contains a higher concentration of melaleuca in the canopy and Brazilian pepper in the sub-canopy.

Willow/Pop Ash, Disturbed (0–24% Exotics) (FLUCFCS Code 6189 E1)
The canopy of this wetland habitat type contains scattered Carolina willow, bald cypress, and red maple (*Acer rubrum*). The sub-canopy is comprised of Carolina willow, bald cypress, scattered

Peruvian primrose willow (*Ludwigia peruviana*), melaleuca, pond apple (*Annona glabra*), and Brazilian pepper. The ground cover contains maidencane (*Hymenachne hemitomon*), sawgrass (*Cladium jamaicense*), leather fern (*Acrostichum* sp.), water pennywort, Asiatic pennywort, spikerush (*Eleocharis* sp.), Old World climbing fern (*Lygodium microphyllum*), and scattered alligator flag (*Thalia geniculata*).

Willow/Pop Ash, Disturbed (25–49% Exotics) (FLUCFCS Code 6189 E2)
This wetland habitat type is similar to that of FLUCFCS Code 6189 E1, except with higher concentrations of Peruvian primrose willow and Brazilian pepper in the sub-canopy.

Willow/Pop Ash, Disturbed (50–75% Exotics) (FLUCFCS Code 6189 E3)
This wetland habitat type is similar to that of FLUCFCS Code 6189 E2, except with higher concentrations of Peruvian primrose willow and Brazilian pepper in the sub-canopy.

Cypress, Disturbed (0–24% Exotics) (FLUCFCS Code 6219 E1)
The canopy of this wetland habitat type is comprised of bald cypress, melaleuca, cabbage palm, strangler fig (*Ficus aurea*), laurel oak, Brazilian pepper, and scattered slash pine and red maple. The sub-canopy contains bald cypress, cabbage palm, wax myrtle, dahoon holly, pond apple, myrsine, Brazilian pepper, and scattered red maple and melaleuca. The ground cover contains swamp fern, Asiatic pennywort, saltbush, bog-hemp (*Boehmeria cylindrica*), wax myrtle, cabbage palm, rosy camphorweed (*Pluchea baccharis*), cocoplum (*Chrysobalanus icaco*), spikerush, pickerelweed (*Pontederia cordata*), maidencane, torpedograss (*Panicum repens*), saw palmetto, panicum (*Panicum* sp.), sawgrass, widely scattered cattail (*Typha* sp.), morning glory (*Ipomoea* sp.), climbing hempvine (*Mikania scandens*), greenbrier (*Smilax* sp.), and muscadine grapevine (*Vitis rotundifolia*).

Cypress, Disturbed (25–49% Exotics) (FLUCFCS Code 6219 E2)
This wetland habitat type is similar to that of FLUCFCS Code 6219 E1, except with higher concentrations of melaleuca and Brazilian pepper in the canopy and sub-canopy.

Cypress, Disturbed (50–75% Exotics) (FLUCFCS Code 6219 E3)
This wetland habitat type is similar to that of FLUCFCS Code 6219 E2, except with higher concentrations of melaleuca and Brazilian pepper in the canopy and sub-canopy.

Cypress/Pine/Cabbage Palm, Disturbed (0–24% Exotics) (FLUCFCS Code 6249 E1)
The canopy of this wetland habitat type contains slash pine, bald cypress, cabbage palm, and scattered melaleuca. The sub-canopy contains slash pine, bald cypress, cabbage palm, myrsine, scattered melaleuca, and scattered Brazilian pepper. The ground cover contains swamp fern, Asiatic pennywort, cabbage palm, wiregrass (*Aristida stricta*), melaleuca, torpedograss, maidencane, gulfdune paspalum, wax myrtle, beaksedge, corkwood (*Stillingia aquatica*), and widely scattered saw palmetto.

Cypress/Pine/Cabbage Palm, Disturbed (25–49% Exotics) (FLUCFCS Code 6249 E2)
This wetland habitat type is similar to that of FLUCFCS Code 6249 E1, except with higher concentrations of melaleuca and Brazilian pepper in the canopy and sub-canopy.

Cypress/Pine/Cabbage Palm, Disturbed (50–75% Exotics) (FLUCFCS Code 6249 E3)
This wetland habitat type is similar to that of FLUCFCS Code 6249 E2, except with higher concentrations of melaleuca and Brazilian pepper in the canopy and sub-canopy.

Pine, Hydric, Disturbed (0–24% Exotics) (FLUCFCS Code 6259 E1)
The canopy of this wetland habitat type is comprised of slash pine, cabbage palm, and widely scattered melaleuca. The sub-canopy contains slash pine, wax myrtle, cabbage palm, scattered Brazilian pepper, and widely scattered melaleuca. The ground cover includes wiregrass, torpedograss, ragweed (*Ambrosia artemisiifolia*), swamp fern, blue maidencane (*Amphicarpum muehlenbergianum*), caesarweed (*Urena lobata*), fogfruit (*Phyla nodiflora*), rosy camphorweed, Asiatic pennywort, Brazilian pepper, tickseed (*Coreopsis* sp.), pineland heliotrope (*Heliotropium polyphyllum*), climbing hempvine, muscadine grapevine, and scattered saw palmetto.

Pine, Hydric, Disturbed (25–49% Exotics) (FLUCFCS Code 6259 E2)
This wetland habitat type is similar to that of FLUCFCS Code 6259 E1, but with higher concentrations of melaleuca in the canopy and sub-canopy.

Pine, Hydric, Disturbed (50–75% Exotics) (FLUCFCS Code 6259 E3)
This wetland habitat type is similar to that of FLUCFCS Code 6259 E2, but with higher concentrations of melaleuca in the canopy and sub-canopy.

Mixed Wetland Forest, Disturbed (0–24% Exotics) (FLUCFCS Code 6309 E1)
The canopy of this wetland habitat type contains red maple, bald cypress, and laurel oak. The sub-canopy consists of red maple, bald cypress, laurel oak, myrsine, wax myrtle, Brazilian pepper, swamp bay, and cabbage palm. The ground cover includes swamp fern, tickseed, cocoplum, red maple, maidencane, cinnamon fern (*Osmunda cinnamomea*), rosy camphorweed, climbing hempvine, muscadine grapevine, and cabbage palm.

Mixed Wetland Forest, Disturbed (25–49% Exotics) (FLUCFCS Code 6309 E2)
This wetland habitat type is similar to that of FLUCFCS Code 6309 E1, but with higher concentrations of Brazilian pepper in the sub-canopy.

Mixed Wetland Forest, Disturbed (50–75% Exotics) (FLUCFCS Code 6309 E3)
This wetland habitat type is similar to that of FLUCFCS Code 6309 E2, but with higher concentrations of Brazilian pepper in the sub-canopy.

Freshwater Marsh, Sawgrass (0–24% Exotics) (FLUCFCS Code 6411 E1)
This wetland habitat type contains a predominately open canopy and sub-canopy. The ground cover is dominated by sawgrass.

Freshwater Marsh, Cattail (0–24% Exotics) (FLUCFCS Code 6412 E1)
This disturbed wetland habitat type contains a predominately open canopy and sub-canopy. The ground cover is dominated by cattail.

Freshwater Marsh, Disturbed (0–24% Exotics) (FLUCFCS Code 6419 E1)
The canopy of this wetland habitat type contains scattered bald cypress and widely scattered melaleuca. The sub-canopy contains cabbage palm, Peruvian primrose willow, pond apple, scattered bald cypress, and widely scattered Carolina willow. The ground cover contains sawgrass, maidencane, corkwood, swamp fern, shield fern (*Dryopteris ludovicianus*), dotted smartweed (*Persicaria punctata*), spikerush, arrowhead (*Sagittaria lancifolia*), pickerelweed, alligator flag, cattail, and torpedograss.

Freshwater Marsh, Disturbed (25–49% Exotics) (FLUCFCS Code 6419 E2)
This wetland habitat type is similar to that of FLUCFCS Code 6419 E1, but with higher densities of torpedograss in the ground cover.

Freshwater Marsh, Disturbed (50–75% Exotics) (FLUCFCS Code 6419 E3)
This wetland habitat type is similar to that of FLUCFCS Code 6419 E2, but with higher densities of torpedograss in the ground cover.

Wet Prairies, Disturbed (0–24% Exotics) (FLUCFCS Code 6439 E1)
The canopy of this wetland habitat type contains widely scattered slash pine and bald cypress. The sub-canopy is comprised of wax myrtle and widely scattered bald cypress. The ground cover contains panicum, wax myrtle, fogfruit, sand cordgrass (*Spartina bakeri*), gulfdune paspalum, corkwood, maidencane, wiregrass, bushy bluestem, rosy camphorweed, and scattered sawgrass.

Wet Prairies, Disturbed (25–49% Exotics) (FLUCFCS Code 6439 E2)
This wetland habitat type is similar to that of FLUCFCS Code 6439 E1, but with melaleuca in the canopy and sub-canopy, and higher densities of torpedograss in the ground cover.

Wet Prairies, Disturbed (50–75% Exotics) (FLUCFCS Code 6439 E3)
This wetland habitat type is similar to that of FLUCFCS Code 6439 E2, but with higher densities of melaleuca in the canopy and sub-canopy, and torpedograss in the ground cover.

II. INDIGENOUS UPLAND HABITATS

Palmetto Prairie, Disturbed (0–24% Exotics) (FLUCFCS Code 3219 E1)
The canopy of this upland habitat type contains scattered slash pine and widely scattered melaleuca. The sub-canopy contains saw palmetto, staggerbush (*Lyonia fruticosa*), gallberry (*Ilex glabra*), and scattered wax myrtle and Brazilian pepper. The ground cover includes saw palmetto, pennyroyal (*Piloblephis rigida*), shiny blueberry (*Vaccinium myrsinites*), and wiregrass.

Palmetto Prairie, Disturbed (25–49% Exotics) (FLUCFCS Code 3219 E2)
This upland habitat type is similar to that of FLUCFCS Code 3219 E1, except with higher concentrations of Brazilian pepper in the sub-canopy.

Palmetto Prairie, Disturbed (50–75% Exotics) (FLUCFCS Code 3219 E3)
This upland habitat type is similar to that of FLUCFCS Code 3219 E2, except with higher concentrations of Brazilian pepper in the sub-canopy.

Pine Flatwoods, Disturbed (0–24% Exotics) (FLUCFCS Code 4119 E1)
The canopy of this upland habitat type contains slash pine, cabbage palm, Brazilian pepper, and scattered melaleuca. The sub-canopy contains slash pine, cabbage palm, myrsine, and scattered wax myrtle, melaleuca, and Brazilian pepper. The ground cover includes saw palmetto, wax myrtle, caesarweed, wiregrass, blackberry (*Rubus* sp.), ragweed, Old World climbing fern, melaleuca, and Brazilian pepper.

Pine Flatwoods, Disturbed (25–49% Exotics) (FLUCFCS Code 4119 E2)
This upland habitat type is similar to that of FLUCFCS Code 4119 E1, except with higher concentrations of Brazilian pepper, melaleuca, and Old World climbing fern in the canopy and sub-canopy.

Pine Flatwoods, Disturbed (50–75% Exotics) (FLUCFCS Code 4119 E3)
This upland habitat type is similar to that of FLUCFCS Code 4119 E2, except with higher concentrations of Brazilian pepper, melaleuca, and Old World climbing fern in the canopy and sub-canopy.

Pine, Disturbed (0–24% Exotics) (FLUCFCS Code 4159 E1)
The canopy of this upland habitat type is dominated by slash pine. The sub-canopy contains slash pine and scattered Brazilian pepper. The ground cover contains pineland heliotrope, wax myrtle, caesarweed, wiregrass, blackberry, ragweed, melaleuca, and Brazilian pepper.

Pine, Disturbed (25–49% Exotics) (FLUCFCS Code 4159 E2)
This upland habitat type is similar to that of FLUCFCS Code 4159 E1, except with higher concentrations of Brazilian pepper in the sub-canopy.

Pine, Disturbed (50–75% Exotics) (FLUCFCS Code 4159 E3)
This upland habitat type is similar to that of FLUCFCS Code 4159 E2, except with higher concentrations of Brazilian pepper in the sub-canopy.

Live Oak, Disturbed (0–24% Exotics) (FLUCFCS Code 4279 E1)
The canopy of this upland habitat type contains live oak (*Quercus virginiana*), laurel oak, and cabbage palm. The sub-canopy contains cabbage palm, laurel oak, and wax myrtle. The ground cover contains saw palmetto, cabbage palm, and scattered swamp fern.

Live Oak, Disturbed (25–49% Exotics) (FLUCFCS Code 4279 E2)
This upland habitat type is similar to that of FLUCFCS Code 4279 E1, except with higher concentrations of Brazilian pepper and melaleuca in the canopy and sub-canopy.

Cabbage Palm, Disturbed (0–24% Exotics) (FLUCFCS Code 4289 E1)
The canopy of this upland habitat type contains cabbage palm and scattered laurel oak. The sub-canopy contains saw palmetto, wax myrtle, cabbage palm, melaleuca, and Brazilian pepper. The ground cover is dominated by saw palmetto with scattered swamp fern.

Cabbage Palm, Disturbed (25–49% Exotics) (FLUCFCS Code 4289 E2)
This upland habitat type is similar to that of FLUCFCS Code 4289 E1, except with higher concentrations of Brazilian pepper in the canopy and sub-canopy.

Wax Myrtle, Disturbed (25–49% Exotics) (FLUCFCS Code 4299 E2)
The canopy of this upland habitat type contains cabbage palm, Brazilian pepper, and scattered laurel oak. The sub-canopy contains cabbage palm, Brazilian pepper, wax myrtle, laurel oak, saltbush, slash pine, and myrsine. The ground cover includes blackberry, caesarweed, fogfruit, cogon grass (*Imperata cylindrica*), broomsedge, and bushy bluestem.

Wax Myrtle, Disturbed (50–75% Exotics) (FLUCFCS Code 4299 E3)
This upland habitat type is similar to that of FLUCFCS Code 4299 E2, except with higher concentrations of Brazilian pepper in the sub-canopy.

Hardwood/Conifer Mixed, Disturbed (0–24% Exotics) (FLUCFCS Code 4349 E1)
The canopy of this upland habitat type contains slash pine, cabbage palm, laurel oak, live oak, and scattered melaleuca. The sub-canopy contains slash pine, cabbage palm, laurel oak, live oak, and Brazilian pepper. The ground cover includes saw palmetto, cabbage palm, laurel oak, water pennywort, spermacoce (*Spermacoce verticillata*), bahiagrass (*Paspalum notatum*), bracken fern (*Pteridium aquilinum*), and scattered swamp fern.

Hardwood/Conifer Mixed, Disturbed (25–49% Exotics) (FLUCFCS Code 4349 E2)
This upland habitat type is similar to that of FLUCFCS Code 4349 E1, except with higher concentrations of Brazilian pepper in the canopy and sub-canopy.

Hardwood/Conifer Mixed, Disturbed (50–75% Exotics) (FLUCFCS Code 4349 E3)
This upland habitat type is similar to that of FLUCFCS Code 4349 E2, except with higher concentrations of Brazilian pepper in the canopy and sub-canopy.

Cypress, Disturbed and Drained (0–24% Exotics) (FLUCFCS Code 6215 E1)
This disturbed upland habitat type contains bald cypress, cabbage palm, and scattered live oak. The sub-canopy contains Brazilian pepper, cabbage palm, and wax myrtle. The ground cover contains caesarweed, Boston fern (*Nephrolepis exaltata*), smutgrass (*Sporobolus indicus*), ragweed, beggartick (*Bidens alba*), flatsedge (*Cyperus ligularis*), dog fennel (*Eupatorium capillifolium*), and muscadine grapevine.

Cypress, Disturbed and Drained (25–49% Exotics) (FLUCFCS Code 6215 E2)
This upland habitat type is similar to that of FLUCFCS Code 6215 E1, except with higher concentrations of Brazilian pepper in the sub-canopy.

Cypress, Disturbed and Drained (50–75% Exotics) (FLUCFCS Code 6215 E3)
This upland habitat type is similar to FLUCFCS Code 6215 E2, except with higher concentrations of Brazilian pepper in the canopy and sub-canopy.

Cypress/Pine, Disturbed and Drained (0–24% Exotics) (FLUCFCS Code 6245 E1)
This disturbed upland habitat type contains slash pine, bald cypress, cabbage palm, and scattered melaleuca in the canopy. The sub-canopy contains slash pine, bald cypress, cabbage palm, myrsine, scattered melaleuca, and scattered Brazilian pepper. The ground cover contains saw palmetto and swamp fern.

III. NON-INDIGENOUS WETLAND HABITATS

Low Pasture, Hydric (FLUCFCS Code 262)
The canopy of this disturbed wetland habitat type contains widely scattered cabbage palm. The sub-canopy is comprised of widely scattered cabbage palm, Brazilian pepper, and wax myrtle. The ground cover includes torpedograss, spermacoce, water pennywort, fogfruit, dog fennel, and dotted smartweed.

Brazilian Pepper, Hydric (FLUCFCS Code 4221)
The canopy and sub-canopy of this disturbed wetland habitat type are dominated by Brazilian pepper. The ground cover is mostly open.

Melaleuca, Hydric (FLUCFCS Code 4241)
The canopy of this disturbed wetland habitat type contains melaleuca with widely scattered bald cypress and slash pine. The sub-canopy contains melaleuca and widely scattered bald cypress and wax myrtle. The ground cover contains wax myrtle, rosy camphorweed, and scattered Southern beaksedge (*Rhynchospora microcarpa*).

Drainage Canal/Ditch, Hydric (FLUCFCS Code 514*)
These ditches are interior to a wetland. The sub-canopy along the banks and within the ditches contains Carolina willow, Peruvian primrose willow, Brazilian pepper, and wax myrtle. The ground cover contains water spangles (*Salvinia minima*), maidencane, Peruvian primrose willow, cattail, and torpedograss. The ditches are associated with the citrus (*Citrus* sp.) groves.

Cattle Pond, Hydric (FLUCFCS Code 525*)
This surface water area is interior to wetlands and contains minimal vegetation.

Willow/Pop Ash, Disturbed (76–100% Exotics) (FLUCFCS Code 6189 E4)
This wetland habitat type is similar to that of FLUCFCS Code 6189 E3, except with higher concentrations of Peruvian primrose willow and Brazilian pepper in the canopy and sub-canopy.

Cypress, Disturbed (76–100% Exotics) (FLUCFCS Code 6219 E4)
This wetland habitat type is similar to that of FLUCFCS Code 6219 E3, except with higher concentrations of melaleuca, Old World climbing fern, and Brazilian pepper in the canopy and sub-canopy.

Cypress/Pine/Cabbage Palm, Disturbed (76–100% Exotics) (FLUCFCS Code 6249 E4)
This disturbed wetland habitat type is similar to that of FLUCFCS Code 6249 E3 except with higher concentrations of Brazilian pepper, melaleuca, and downy rose-myrtle (*Rhodomyrtus tomentosa*) in the sub-canopy.

Pine, Hydric, Disturbed (76–100% Exotics) (FLUCFCS Code 6259 E4)
This wetland habitat type is similar to that of FLUCFCS Code 6259 E3, but with higher concentrations of melaleuca in the canopy and sub-canopy.

Mixed Wetland Forest, Disturbed (76–100% Exotics) (FLUCFCS Code 6309 E4)
This wetland habitat type is similar to that of FLUCFCS Code 6309 E3, but with higher concentrations of Brazilian pepper in the sub-canopy.

Freshwater Marsh, Disturbed (76–100% Exotics) (FLUCFCS Code 6419 E4)
This wetland habitat type is similar to that of FLUCFCS Code 6419 E3, but with higher densities of torpedograss in the ground cover.

Wet Prairies, Disturbed (76–100% Exotics) (FLUCFCS Code 6439 E4)
This disturbed wetland habitat type contains an open canopy. The sub-canopy contains scattered melaleuca, willow (*Salix* sp.), and wax myrtle. The ground cover is dominated by the exotic species torpedograss but also contains cattail and sawgrass.

Disturbed Land, Hydric (FLUCFCS Code 7401)
The canopy of this disturbed wetland habitat type includes scattered slash pine, cabbage palm, and Brazilian pepper. The sub-canopy contains melaleuca, Peruvian primrose willow, Brazilian pepper, bald cypress, and scattered wax myrtle. The ground cover contains cattail, torpedograss, maidencane, blue maidencane, Asiatic pennywort, slash pine, climbing hempvine, spermacoce, water pennywort, dog fennel, and Peruvian primrose willow.

Borrow Area, Hydric (FLUCFCS Code 742*)
The canopy and sub-canopy of this wetland habitat type are open. The ground cover consists of torpedograss, scattered dotted smartweed, and water pennywort.

Electrical Power Transmission Line, Hydric (FLUCFCS Code 8321)
There are two sets of power lines that run in a northwest-southeast direction on the northern portion of the property. The land is maintained and contains torpedograss in the ground cover.

IV. NON-INDIGENOUS UPLAND HABITATS

Agricultural Support Operations (FLUCFCS Code 200)
The canopy and sub-canopy of this disturbed upland land use type is open. The ground cover contains bahiagrass, spermacoce, Bermuda grass (*Cynodon dactylon*), Baldwin flatsedge (*Cyperus croceus*), and largeflower Mexican clover (*Richardia grandiflora*).

Improved Pasture (FLUCFCS Code 211)
The canopy of this disturbed upland land use type contains scattered slash pine, cabbage palm, and earleaf acacia (*Acacia auriculiformis*). The sub-canopy is open. The ground cover is made up of spermacoce, largeflower Mexican clover, bahiagrass, Bermuda grass, and Baldwin flatsedge.

Unimproved Pasture (FLUCFCS Code 212)
The canopy of this disturbed upland land use type is made up of cabbage palm, earleaf acacia, and melaleuca. The sub-canopy contains cabbage palm, earleaf acacia, and saltbush. The ground cover includes cogongrass, bahiagrass, caesarweed, spermacoce, smutgrass, and muscadine grapevine.

Woodland Pasture (FLUCFCS Code 213)
The canopy of this upland land use type includes scattered live oak, laurel oak, slash pine, and cabbage palm. The sub-canopy is mostly open with widely scattered cabbage palm and saw palmetto. The ground cover contains saw palmetto, largeflower Mexican clover, Baldwin flatsedge, Bermuda grass, bahiagrass, and spermacoce.

Row Crop/Sod Farm (FLUCFCS Code 214)
This upland agricultural use contains active row crop and sodding operations. The ground cover contains sod grass (*Poaceae* sp.), beggartick, water pennywort, common ragweed, lantana (*Lantana camara*), caesarweed, and torpedograss.

Citrus Grove (FLUCFCS Code 221)
This upland agricultural use contains active citrus trees in the canopy and sub-canopy. The ground cover contains sod grass, Florida tasselflower (*Emilia fosbergii*), beggartick, water pennywort, thistle (*Cirsium* sp.), wild balsam apple (*Momordica charantia*), ragweed, lantana, caesarweed, torpedograss, and widely scattered Peruvian primrose willow.

Abandoned Groves (FLUCFCS Code 224)
The canopy of this upland agricultural use is comprised of cabbage palm. The sub-canopy contains cabbage palm and Brazilian pepper. The ground cover includes bahiagrass, spermacoce, carpetgrass (*Axonopus* sp.), smutgrass, dog fennel, Mexican clover (*Richardia brasiliensis*), common ragweed, digit grass (*Digitaria* sp.), bermudagrass, and broomsedge.

Palmetto Prairie, Disturbed (76–100% Exotics) (FLUCFCS Code 3219 E4)
This upland habitat type is similar to that of FLUCFCS Code 3219 E3, except with higher concentrations of Brazilian pepper in the sub-canopy.

Pine Flatwoods, Disturbed (76–100% Exotics) (FLUCFCS Code 4119 E4)
This upland habitat type is similar to that of FLUCFCS Code 4119 E3, except with higher concentrations of Brazilian pepper and Old World climbing fern in the canopy and sub-canopy.

Pine, Disturbed (76–100% Exotics) (FLUCFCS Code 4159 E4)
This upland habitat type is similar to that of FLUCFCS Code 4159 E3, except with higher concentrations of Brazilian pepper in the canopy and sub-canopy.

Brazilian Pepper (FLUCFCS Code 422)
This upland habitat type is dominated by Brazilian pepper in the canopy and sub-canopy. The ground cover is mostly open.

Cabbage Palm, Disturbed (76–100% Exotics) (FLUCFCS Code 4289 E4)
This upland habitat type is similar to that of FLUCFCS Code 4289 E2, except with higher concentrations of Brazilian pepper in the canopy and sub-canopy.

Wax Myrtle, Disturbed (76–100% Exotics) (FLUCFCS Code 4299 E4)
This upland habitat type is similar to that of FLUCFCS Code 4299 E3, except with higher concentrations of Brazilian pepper in the sub-canopy.

Hardwood/Conifer Mixed, Disturbed (76–100% Exotics) (FLUCFCS Code 4349 E4)
This upland habitat type is similar to that of FLUCFCS Code 4349 E3, except with higher concentrations of Brazilian pepper in the canopy and sub-canopy.

Cypress, Disturbed and Drained (76–100% Exotics) (FLUCFCS Code 6215 E4)
This upland habitat type is similar to FLUCFCS Code 6215 E3, except with higher concentrations of Brazilian pepper in the canopy and sub-canopy.

Disturbed Land (FLUCFCS Code 740)
The canopy of this disturbed upland habitat type is comprised of scattered slash pine and cabbage palm. The sub-canopy contains scattered slash pine, Brazilian pepper, and wax myrtle. The ground cover contains sod grass, dog fennel, beggartick, crowfoot grass (*Dactyloctenium aegyptium*), wild balsam apple, bahiagrass, lantana, caesarweed, natalgrass (*Rhynchelytrum repens*), and scattered saw palmetto.

Spoil Area (FLUCFCS Code 743)
The canopy and sub-canopy of this land use are open. The ground cover contains caesarweed, dog fennel, ragweed, and bahiagrass.

Dikes and Levees (Berm) (FLUCFCS Code 747)
The canopy and sub-canopy of this land use are predominantly open with widely scattered Brazilian pepper. The ground cover contains ragweed, Florida tasselflower, natalgrass, lantana, beggartick, bahiagrass, caesarweed, and dog fennel.

Road (FLUCFCS Code 814)
This land use type includes unvegetated paved roadways.

Unpaved Road (FLUCFCS Code 8146)
This land use consists of an unvegetated dirt road that runs in a north-south direction along the northeast portion of the property.

V. NON-INDIGENOUS OTHER SURFACE WATERS

Pine Flatwoods, Disturbed, OSW (0–24% Exotics) (FLUCFCS Code 4119 E1**)
This land cover type contains vegetation similar to FLUCFCS Code 4119 E1 but is an "other surface water" (OSW).

Live Oak, Disturbed, OSW (0–24% Exotics) (FLUCFCS Code 4279 E1**)
This land cover type contains vegetation similar to FLUCFCS Code 4279 E1 but is an OSW.

Hardwood/Conifer Mixed, Disturbed, OSW (0–24% Exotics) (FLUCFCS Code 4349 E1**)
This land use type contains vegetation similar to FLUCFCS Code 4349 E1 but is an OSW.

Hardwood/Conifer Mixed, Disturbed, OSW (25-49% Exotics) (FLUCFCS Code 4349 E2**)
This land use type is similar to FLUCFCS Code 4349 E1** but with higher concentrations of Brazilian pepper in the sub-canopy.

Drainage Canal/Ditch (FLUCFCS Code 514)
This OSW has an open canopy. The sub-canopy along the banks and within the ditches contains Carolina willow, Peruvian primrose willow, Brazilian pepper, and wax myrtle. The ground cover contains water spangles, pickerelweed, maidencane, Peruvian primrose willow, cattail, torpedograss, dotted smartweed, red ludwigia (*Ludwigia repens*), and fogfruit. The ditches are associated with the citrus groves.

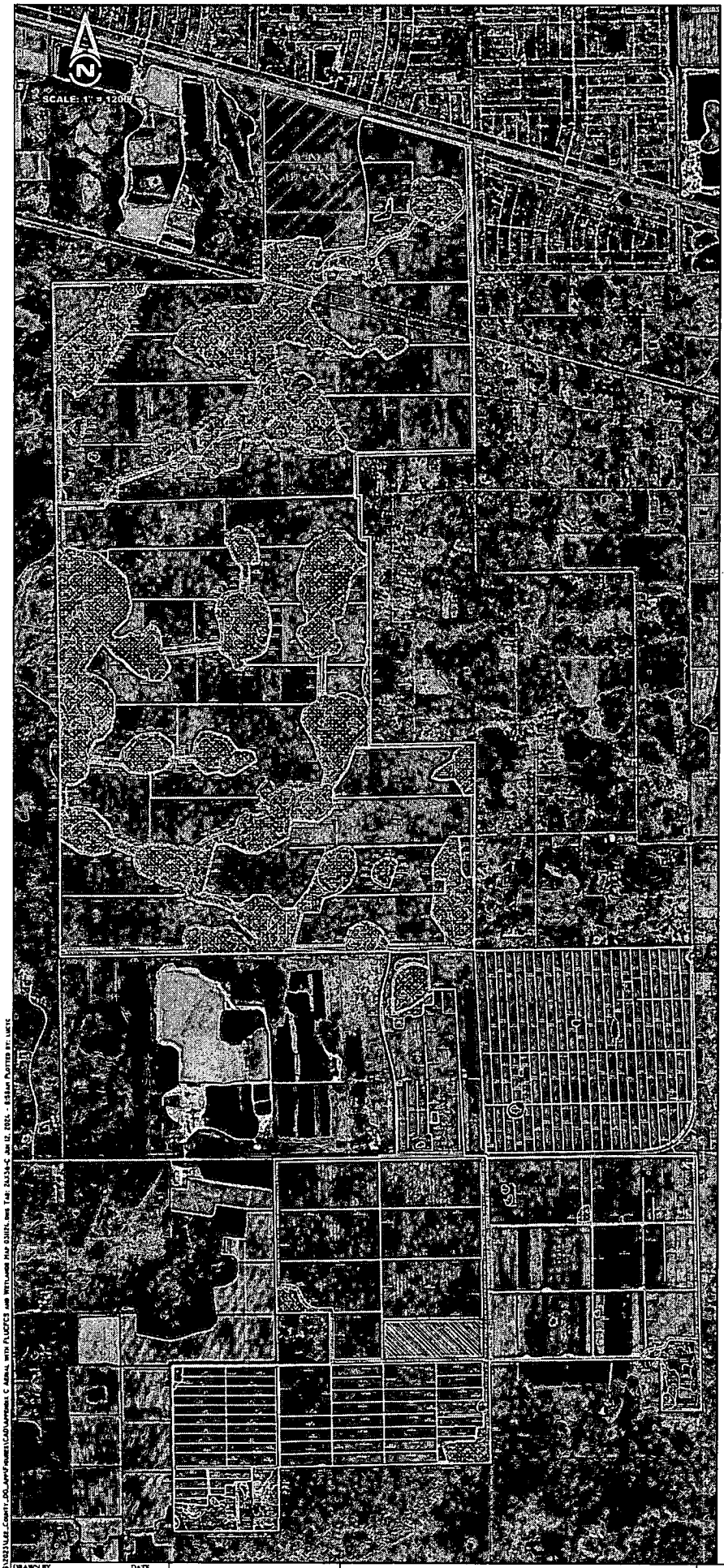
Reservoirs (<10 acres but >100 acres) (FLUCFCS Code 533)
This land use type is utilized for water retention.

Borrow Area (FLUCFCS Code 742)
This OSW contains minimal vegetation. The borrow area appears to have been created to acquire fill for a berm connecting two adjacent citrus groves.

*Denotes Wetlands
**Denotes OSW

APPENDIX C

AERIAL WITH FLUCFCS AND WETLANDS



CODE	DESCRIPTION	ACREAGE	TOTAL
220	AGRICULTURAL SUPPORT OPERATION	0.69 Ac.±	0.0%
211	IMPROVED PASTURE	4.84 Ac.±	0.1%
212	UNIMPROVED PASTURE	2.29 Ac.±	0.0%
213	WOODLAND PASTURE	4.80 Ac.±	0.1%
214	ROW CROP/SOD FARM	587.81 Ac.±	8.8%
221	CITRUS GROVE	4082.40 Ac.±	60.8%
224	ABANDONED GROVES	151.36 Ac.±	2.3%
202	LOW PASTURE, HYDRIC	14.20 Ac.±	0.2%
3219E1	PALMETTO PRAIRIE, DISTURBED (0-24% EXOTICS)	6.50 Ac.±	0.1%
3219E2	PALMETTO PRAIRIE, DISTURBED (25-49% EXOTICS)	1.56 Ac.±	0.0%
3219E3	PALMETTO PRAIRIE, DISTURBED (50-75% EXOTICS)	3.90 Ac.±	0.1%
3219E4	PALMETTO PRAIRIE, DISTURBED (76-100% EXOTICS)	0.00 Ac.±	0.0%
4110E1	PINE FLATWOODS, DISTURBED (0-24% EXOTICS)	12.81 Ac.±	0.2%
4110E1**	PINE FLATWOODS, DISTURBED, OSW (0-24% EXOTICS)	0.09 Ac.±	0.0%
4110E2	PINE FLATWOODS, DISTURBED (25-49% EXOTICS)	4.03 Ac.±	0.1%
4110E3	PINE FLATWOODS, DISTURBED (50-75% EXOTICS)	23.28 Ac.±	0.3%
4110E4	PINE FLATWOODS, DISTURBED (76-100% EXOTICS)	1.19 Ac.±	0.0%
4150E1	PINE DISTURBED (0-24% EXOTICS)	12.99 Ac.±	0.2%
4150E2	PINE DISTURBED (25-49% EXOTICS)	0.40 Ac.±	0.0%
4150E3	PINE DISTURBED (50-75% EXOTICS)	0.33 Ac.±	0.0%
4150E4	PINE DISTURBED (76-100% EXOTICS)	0.34 Ac.±	0.0%
422	BRAZILIAN PEPPER	3.69 Ac.±	0.1%
4221	BRAZILIAN PEPPER, HYDRIC	1.49 Ac.±	0.0%
4241	MELALEUCA, HYDRIC	98.34 Ac.±	1.5%
4270E1	LIVE OAK, DISTURBED (0-24% EXOTICS)	0.60 Ac.±	0.0%
4270E1**	LIVE OAK, DISTURBED, OSW (0-24% EXOTICS)	0.06 Ac.±	0.0%
4270E2	LIVE OAK, DISTURBED (25-49% EXOTICS)	0.19 Ac.±	0.0%
4281E1	CABBAGE PALM, HYDRIC (0-24% EXOTICS)	0.08 Ac.±	0.0%
4289E1	CABBAGE PALM, DISTURBED (0-24% EXOTICS)	0.68 Ac.±	0.0%
4289E2	CABBAGE PALM, DISTURBED (25-49% EXOTICS)	1.11 Ac.±	0.0%
4289E4	CABBAGE PALM, DISTURBED (76-100% EXOTICS)	2.98 Ac.±	0.0%
4291E1	WAX MYRTLE/WILLOW, HYDRIC (0-24% EXOTICS)	0.23 Ac.±	0.0%
4291E2	WAX MYRTLE/WILLOW, HYDRIC (25-49% EXOTICS)	0.41 Ac.±	0.0%
4291E3	WAX MYRTLE/WILLOW, HYDRIC (50-75% EXOTICS)	0.29 Ac.±	0.0%
4299E2	WAX MYRTLE, DISTURBED (25-49% EXOTICS)	2.55 Ac.±	0.0%
4299E3	WAX MYRTLE, DISTURBED (50-75% EXOTICS)	7.98 Ac.±	0.1%
4299E4	WAX MYRTLE, DISTURBED (76-100% EXOTICS)	9.93 Ac.±	0.1%
4349E1	HARDWOOD/CONIFER MIXED, DISTURBED (0-24% EXOTICS)	7.78 Ac.±	0.1%
4349E1**	HARDWOOD/CONIFER MIXED, DISTURBED, OSW (0-24% EXOTICS)	1.89 Ac.±	0.0%
4349E2	HARDWOOD/CONIFER MIXED, DISTURBED (25-49% EXOTICS)	2.11 Ac.±	0.0%
4349E2**	HARDWOOD/CONIFER MIXED, DISTURBED, OSW (25-49% EXOTICS)	0.23 Ac.±	0.0%
4349E3	HARDWOOD/CONIFER MIXED, DISTURBED (50-75% EXOTICS)	2.18 Ac.±	0.0%
4349E4	HARDWOOD/CONIFER MIXED, DISTURBED (76-100% EXOTICS)	5.98 Ac.±	0.1%
514	DRAINAGE CANAL/DITCH	259.21 Ac.±	3.9%
514*	DRAINAGE CANAL/DITCH, HYDRIC	19.40 Ac.±	0.3%
525	CATTLE POND	0.64 Ac.±	0.0%
525*	CATTLE POND, HYDRIC	0.07 Ac.±	0.0%
533	RESERVOIRS (<10 ACRES BUT >100 ACRES)	47.99 Ac.±	0.7%
6170E1	MIXED WETLAND HARDWOODS, DISTURBED (0-24% EXOTICS)	1.80 Ac.±	0.0%
6170E2	MIXED WETLAND HARDWOODS, DISTURBED (25-49% EXOTICS)	0.83 Ac.±	0.0%
6170E3	MIXED WETLAND HARDWOODS, DISTURBED (50-75% EXOTICS)	0.30 Ac.±	0.0%
6189E1	WILLOW/POP ASH, DISTURBED (0-24% EXOTICS)	2.09 Ac.±	0.0%
6189E2	WILLOW/POP ASH, DISTURBED (25-49% EXOTICS)	0.25 Ac.±	0.0%
6189E3	WILLOW/POP ASH, DISTURBED (50-75% EXOTICS)	9.03 Ac.±	0.1%
6189E4	WILLOW/POP ASH, DISTURBED (76-100% EXOTICS)	12.68 Ac.±	0.2%
6215E1	CYPRESS, DISTURBED AND DRAINED (0-24% EXOTICS)	0.09 Ac.±	0.0%
6215E2	CYPRESS, DISTURBED AND DRAINED (25-49% EXOTICS)	0.08 Ac.±	0.0%
6215E3	CYPRESS, DISTURBED AND DRAINED (50-75% EXOTICS)	0.07 Ac.±	0.0%
6215E4	CYPRESS, DISTURBED AND DRAINED (76-100% EXOTICS)	4.86 Ac.±	0.1%
6210E1	CYPRESS, DISTURBED (0-24% EXOTICS)	458.71 Ac.±	6.8%
6210E2	CYPRESS, DISTURBED (25-49% EXOTICS)	55.57 Ac.±	0.8%
6210E3	CYPRESS, DISTURBED (50-75% EXOTICS)	94.11 Ac.±	1.4%
6210E4	CYPRESS, DISTURBED (76-100% EXOTICS)	16.17 Ac.±	0.2%
6245E1	CYPRESS/PINE, DISTURBED AND DRAINED (0-24% EXOTICS)	0.14 Ac.±	0.0%
6240E1	CYPRESS/PINE/CABBAGE PALM, DISTURBED (0-24% EXOTICS)	66.39 Ac.±	1.0%
6240E2	CYPRESS/PINE/CABBAGE PALM, DISTURBED (25-49% EXOTICS)	20.60 Ac.±	0.3%
6240E3	CYPRESS/PINE/CABBAGE PALM, DISTURBED (50-75% EXOTICS)	23.40 Ac.±	0.3%
6240E4	CYPRESS/PINE/CABBAGE PALM, DISTURBED (76-100% EXOTICS)	0.14 Ac.±	0.0%
6259E1	PINE, HYDRIC, DISTURBED (0-24% EXOTICS)	7.47 Ac.±	0.1%
6259E2	PINE, HYDRIC, DISTURBED (25-49% EXOTICS)	2.40 Ac.±	0.0%
6259E3	PINE, HYDRIC, DISTURBED (50-75% EXOTICS)	8.37 Ac.±	0.1%
6259E4	PINE, HYDRIC, DISTURBED (76-100% EXOTICS)	1.56 Ac.±	0.0%
6300E1	MIXED WETLAND FOREST, DISTURBED (0-24% EXOTICS)	8.64 Ac.±	0.1%
6300E2	MIXED WETLAND FOREST, DISTURBED (25-49% EXOTICS)	7.24 Ac.±	0.1%
6300E3	MIXED WETLAND FOREST, DISTURBED (50-75% EXOTICS)	2.78 Ac.±	0.0%
6300E4	MIXED WETLAND FOREST, DISTURBED (76-100% EXOTICS)	3.89 Ac.±	0.1%
6411E1	FRESHWATER MARSH, SAWGRASS (0-24% EXOTICS)	1.11 Ac.±	0.0%
6412E1	FRESHWATER MARSH, CATTAIL (0-24% EXOTICS)	13.07 Ac.±	0.2%
6410E1	FRESHWATER MARSH, DISTURBED (0-24% EXOTICS)	100.23 Ac.±	1.5%
6410E2	FRESHWATER MARSH, DISTURBED (25-49% EXOTICS)	2.62 Ac.±	0.0%
6410E3	FRESHWATER MARSH, DISTURBED (50-75% EXOTICS)	19.08 Ac.±	0.3%
6410E4	FRESHWATER MARSH, DISTURBED (76-100% EXOTICS)	57.30 Ac.±	0.9%
6430E1	WET PRAIRIES, DISTURBED (0-24% EXOTICS)	8.15 Ac.±	0.1%
6430E2	WET PRAIRIES, DISTURBED (25-49% EXOTICS)	0.42 Ac.±	0.0%
6430E3	WET PRAIRIES, DISTURBED (50-75% EXOTICS)	0.46 Ac.±	0.0%
6430E4	WET PRAIRIES, DISTURBED (76-100% EXOTICS)	24.22 Ac.±	0.4%
740	DISTURBED LAND	85.59 Ac.±	1.3%
7401	DISTURBED LAND, HYDRIC	24.23 Ac.±	0.4%
742	BORROW AREA	0.08 Ac.±	0.0%
742*	BORROW AREA, HYDRIC	0.23 Ac.±	0.0%
743	SPOIL AREA	8.62 Ac.±	0.1%
747	DIKES AND LEVEES (BERM)	158.12 Ac.±	2.4%
814	ROAD	2.60 Ac.±	0.0%
8146	UNPAVED ROAD	5.86 Ac.±	0.1%
8321	ELECTRICAL POWER TRANSMISSION LINE, HYDRIC	5.05 Ac.±	0.1%
	TOTAL	6687.80 Ac.±	100.0%

* DENOTES "WETLANDS"
** DENOTES "OTHER SURFACE WATERS"

LEGEND:

COE WETLANDS (1,192.61 Ac.±)

COE "WATERS OF THE U.S." (310.00 Ac.±)

SURVEYED WETLAND LINE

NOTES:

AERIAL PHOTOGRAPHS WERE ACQUIRED THROUGH THE LEE COUNTY PROPERTY APPRAISER'S OFFICE WITH A FLIGHT DATE OF JANUARY 2023.

PROPERTY BOUNDARY AND SITE PLAN PER J.R. EVANS, INC. DRAWING NO. 00857-01-SI01.DWG DATED MARCH 11, 2024.

WETLAND AND SURVEY DITCH LINES PER BANKS ENGINEERING,INC DRAWING NO.3370-JD-SR.DWG DATED FEBRUARY 12, 2009.

SURVEY DITCH LINES PER METRON SURVEYING & MAPPING, LLC DRAWING NO. DITCHES TO BE SURVEY LOCATED 12-03-08.DWG DATED DECEMBER 3, 2008.

WETLAND AND OSW LINES PER SFWMD PERMIT NO. 36-09267-P

FLUCFCS LINES ESTIMATED FROM 1"=500' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

J:\2021\Dwg\21CCL3707\GIS\21CCL3707_DD_AerialFLUCFCS.mxd - Jan 12, 2026 - 8:51am Porter, Mark

DRAWN BY	DATE
H.H., R.F.	03/11/24
DESIGNED BY	DATE
S.J.	03/11/24
REVISED	DATE

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Suite 200
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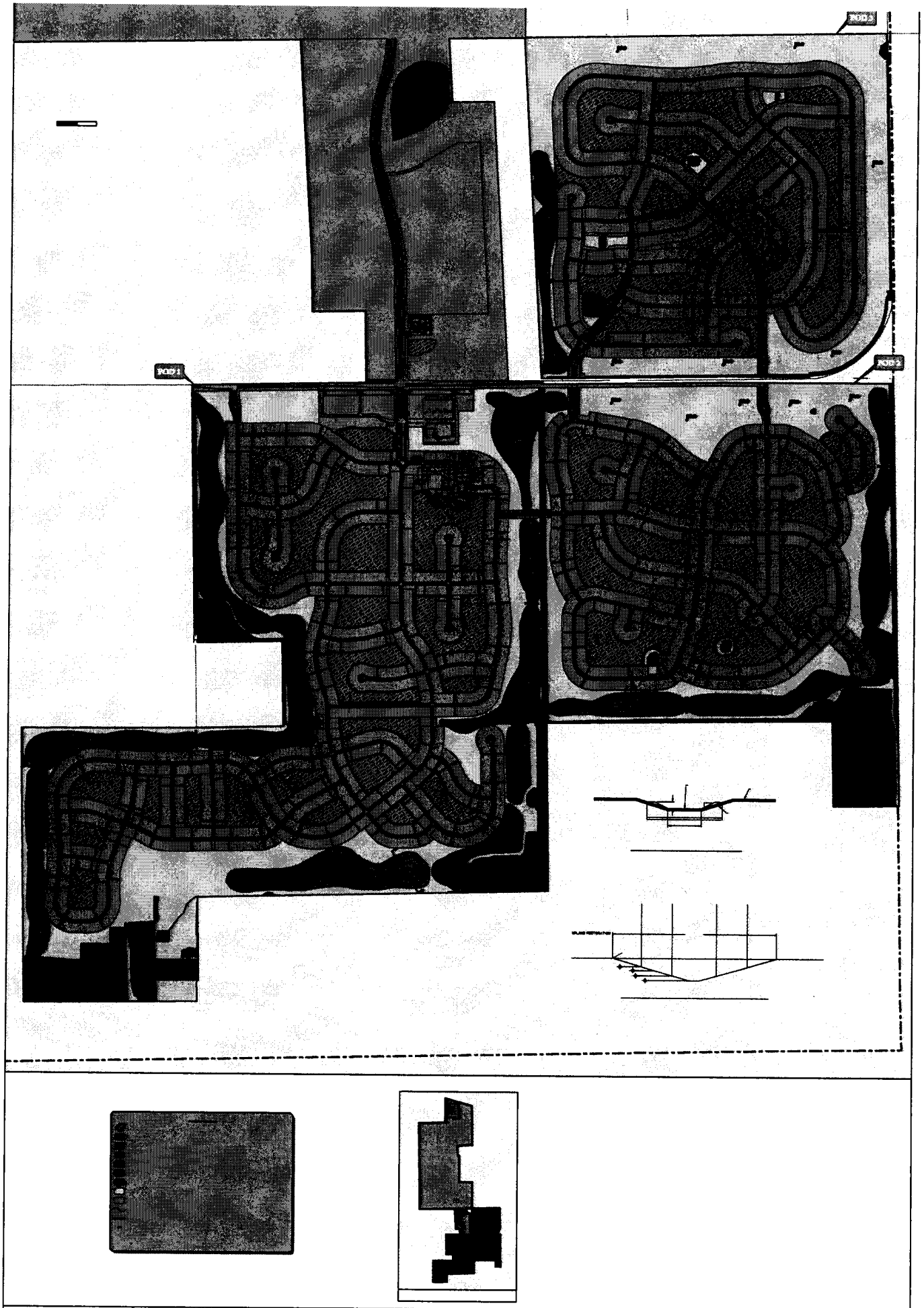
PASSARELLA & ASSOCIATES, INC.

KINGSTON
AERIAL WITH FLUCFCS AND WETLANDS

DRAWING No. 21CCL3707
SHEET No. APPENDIX C



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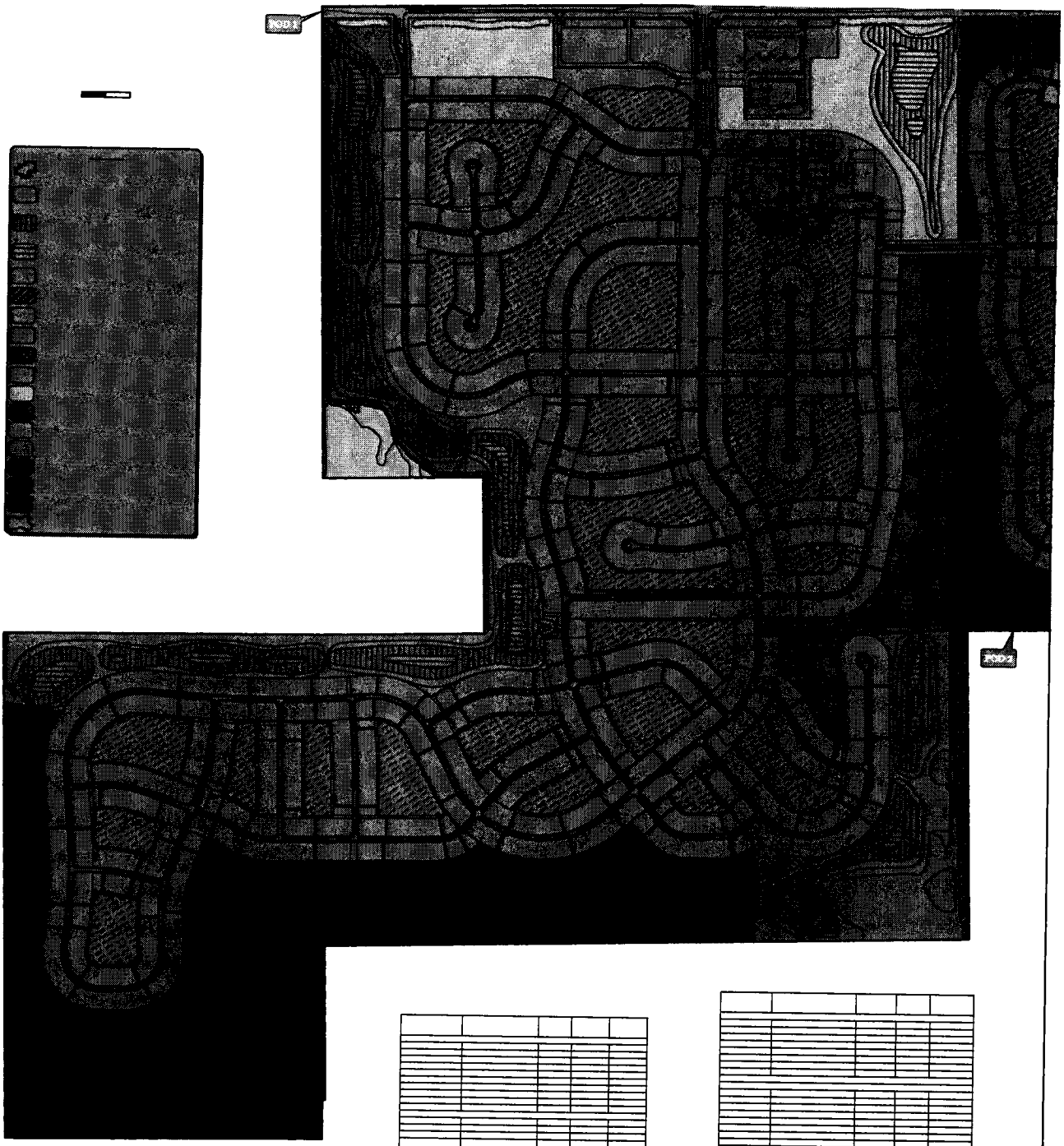

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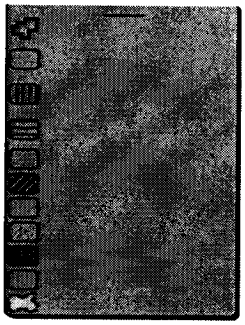

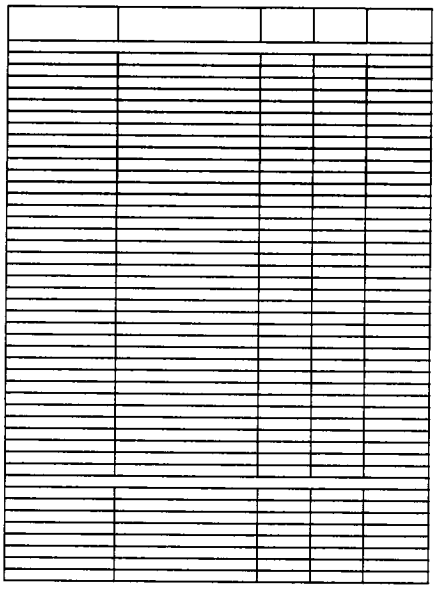

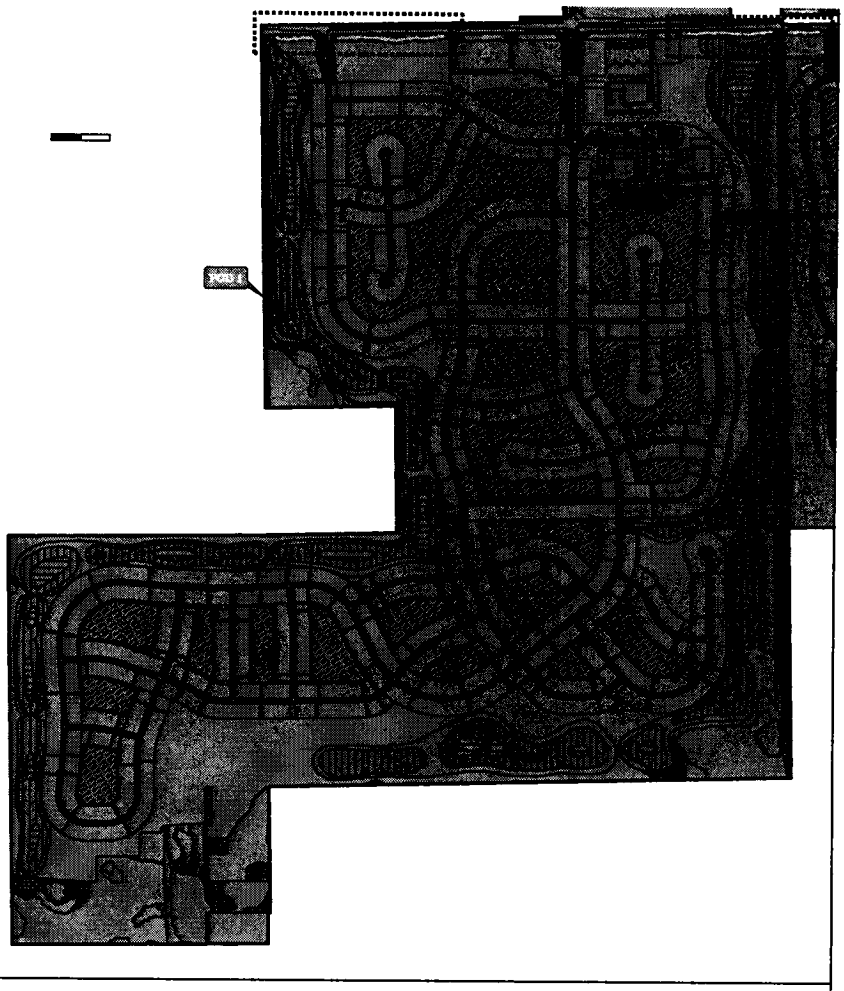

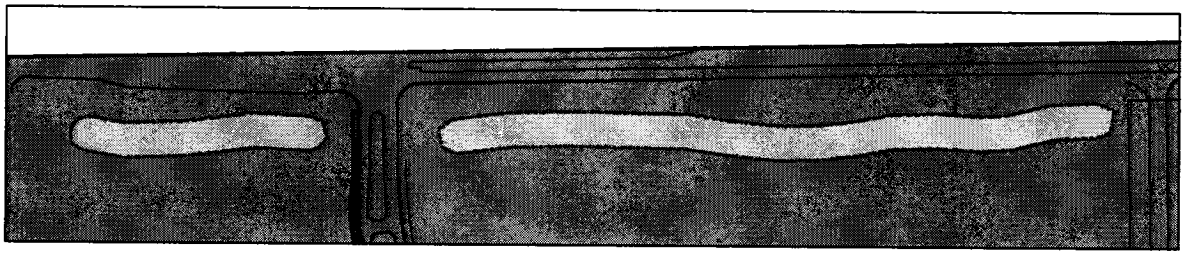

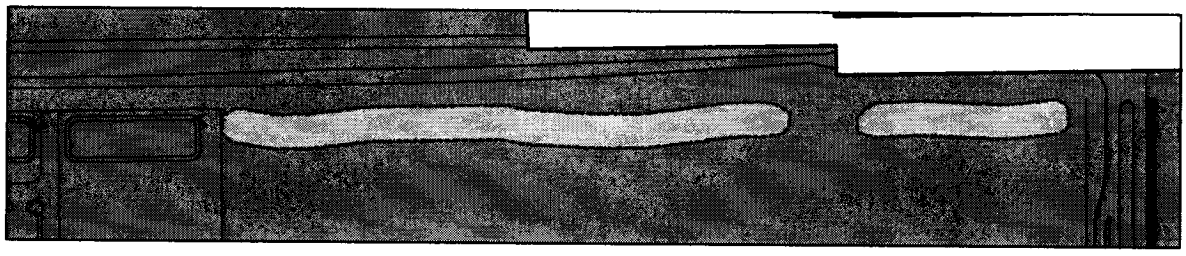

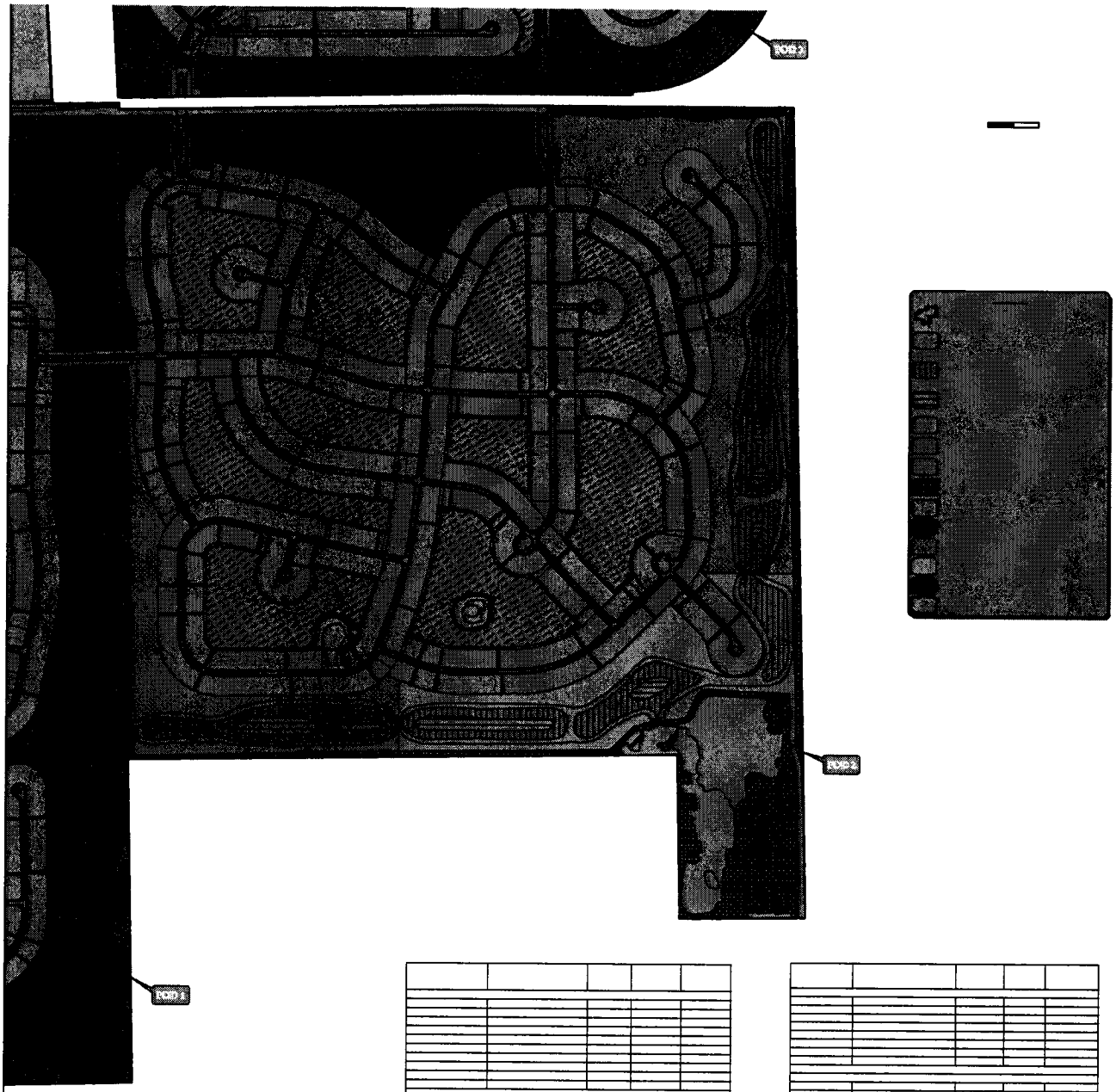

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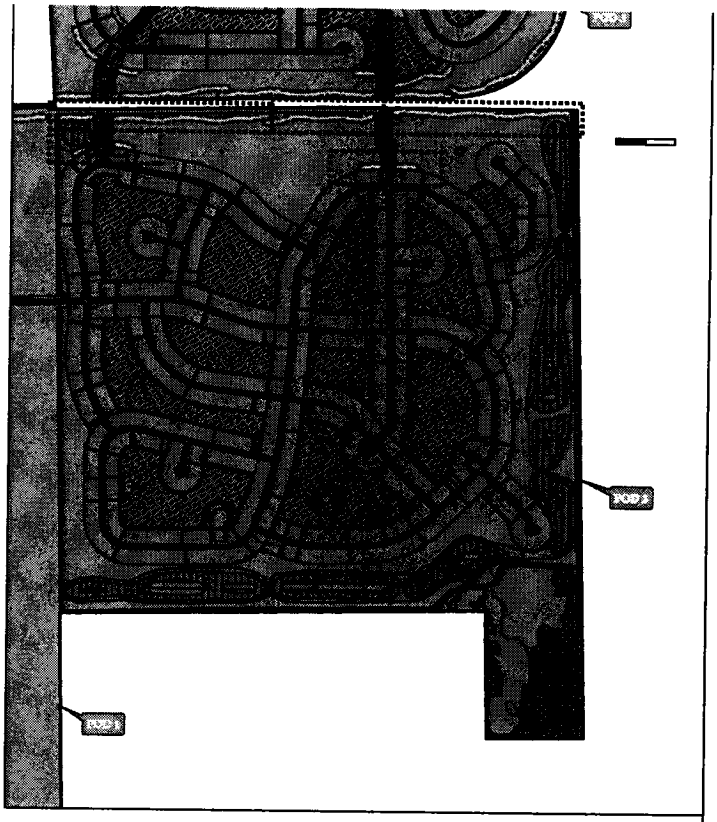

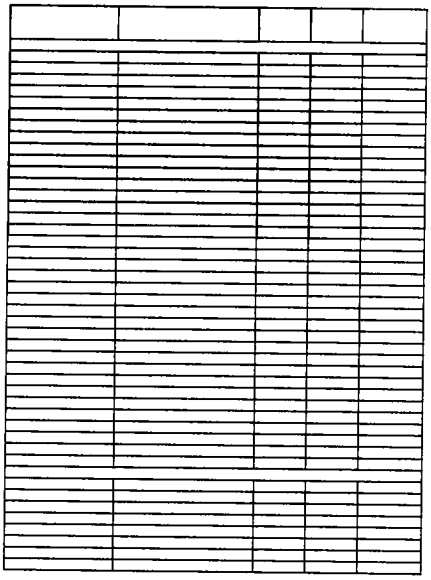

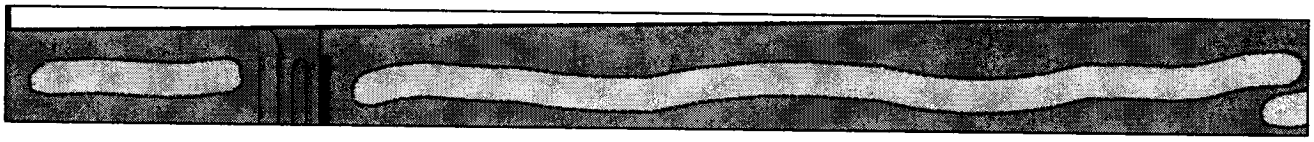

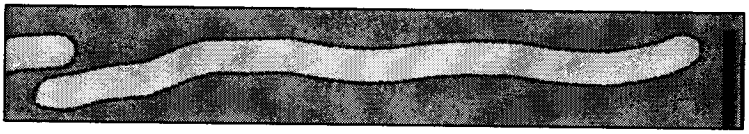

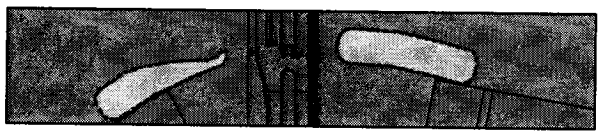

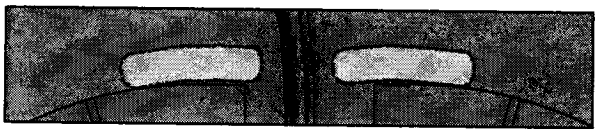

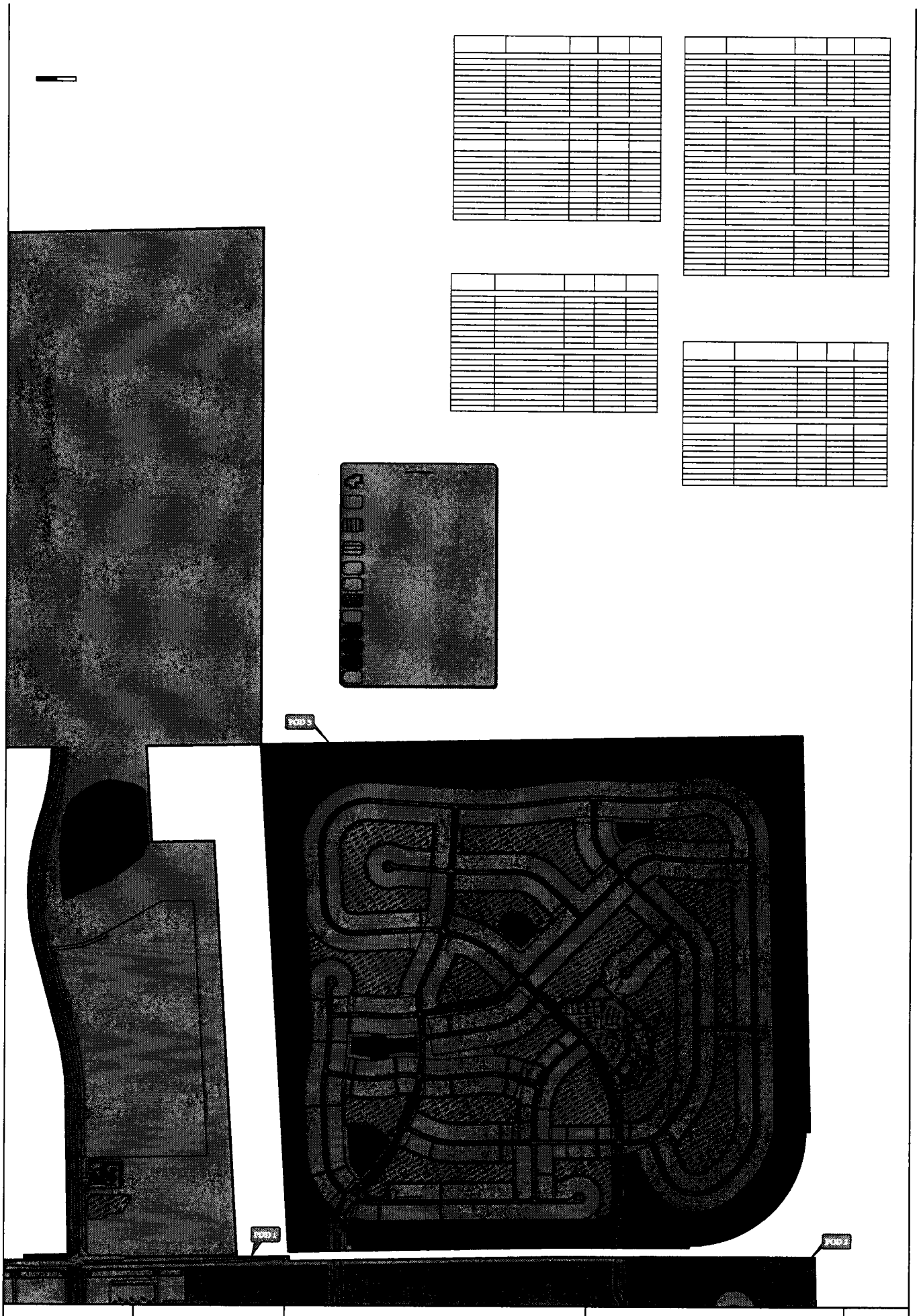

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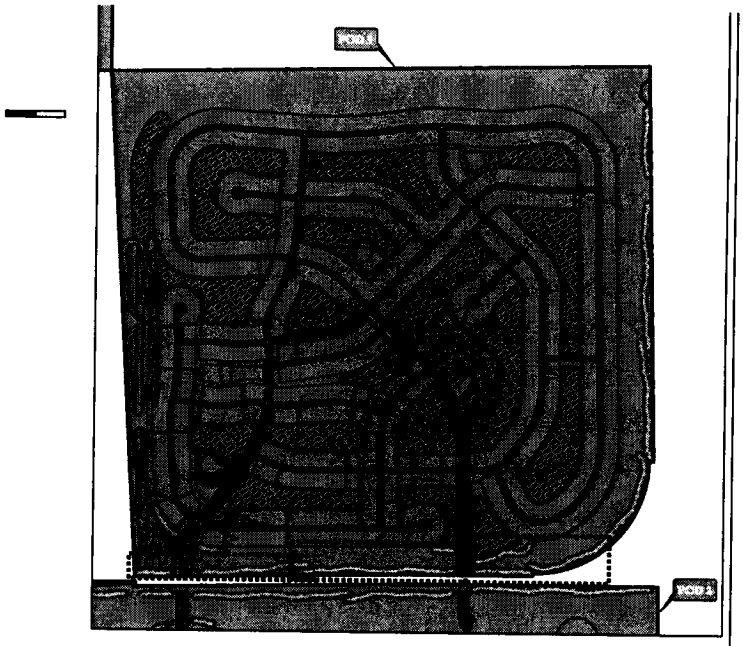

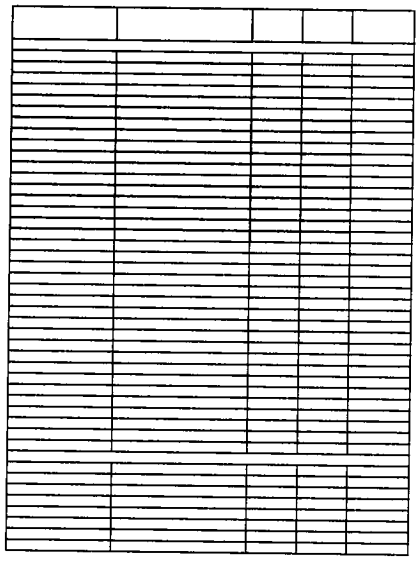

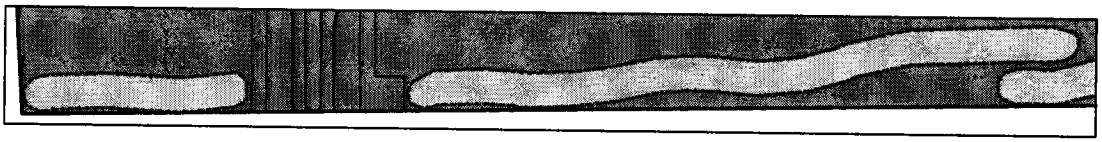

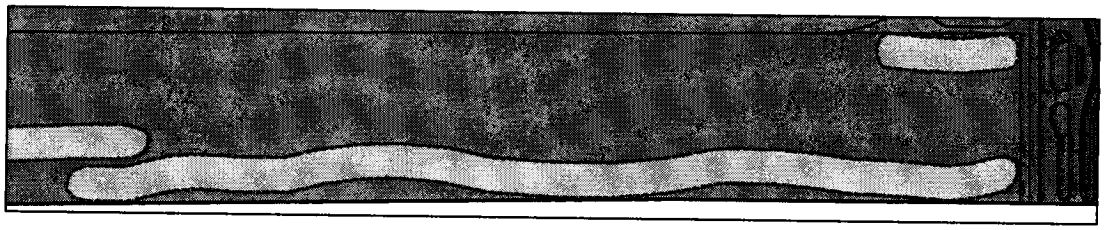

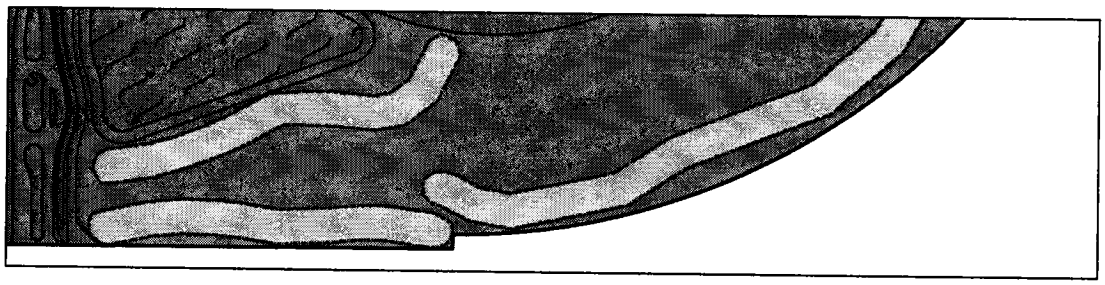

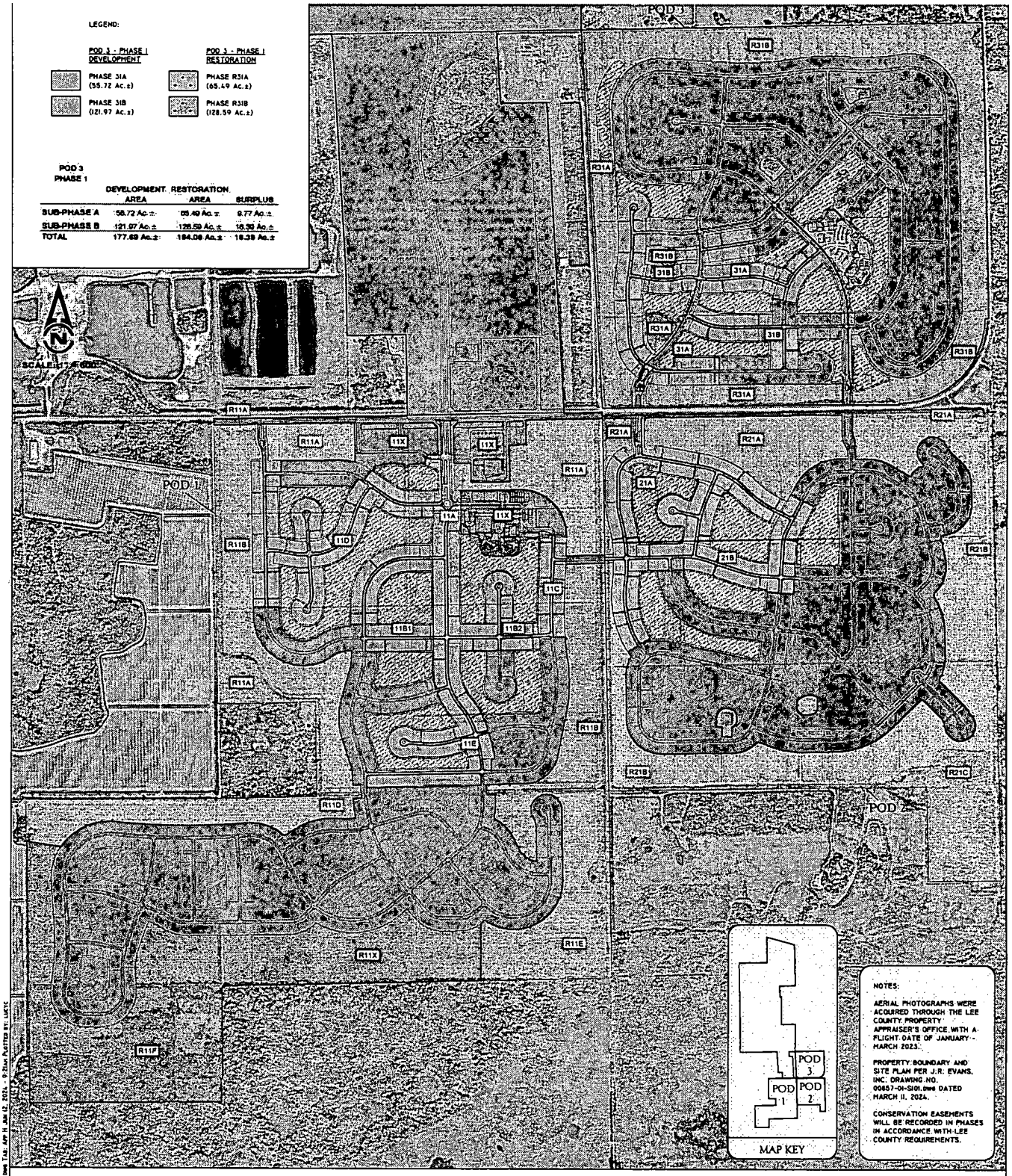

LEGEND:

POD 1 - PHASE I DEVELOPMENT
- PHASE IIA (29.05 Ac.±)
- PHASE IIB (94.63 Ac.±)
- PHASE IIC (11.71 Ac.±)
- PHASE IID (89.98 Ac.±)
- PHASE IIE (47.09 Ac.±)
- PHASE IIX (53.58 Ac.±)

POD 1 - PHASE I RESTORATION
- PHASE RIIA (66.34 Ac.±)
- PHASE RIIB (100.54 Ac.±)
- PHASE RIID (60.88 Ac.±)
- PHASE RIIE (59.96 Ac.±)
- PHASE RIIX (54.78 Ac.±)
- PHASE RIIF (129.61 Ac.±)

POD 1 PHASE 1

	DEVELOPMENT AREA	RESTORATION AREA	SURPLUS
SUB-PHASE A	29.05 Ac.±	66.34 Ac.±	37.29 Ac.±
SUB-PHASE B	94.63 Ac.±	100.54 Ac.±	43.00 Ac.±
SUB-PHASE C	11.71 Ac.±	-	31.29 Ac.±
SUB-PHASE D	89.98 Ac.±	60.88 Ac.±	2.10 Ac.±
SUB-PHASE E	47.09 Ac.±	59.96 Ac.±	15.06 Ac.±
SUB-PHASE X	53.58 Ac.±	54.78 Ac.±	16.28 Ac.±
SUB-PHASE F	-	129.61 Ac.±	-
TOTAL	326.24 Ac.±	472.11 Ac.±	146.87 Ac.±

LEGEND:

POD 2 - PHASE I DEVELOPMENT
- PHASE 21A (37.39 Ac.±)
- PHASE 21B (106.72 Ac.±)

POD 2 - PHASE I RESTORATION
- PHASE R21A (51.82 Ac.±)
- PHASE R21B (105.09 Ac.±)
- PHASE R21C (92.06 Ac.±)

POD 2 PHASE 1

	DEVELOPMENT AREA	RESTORATION AREA	SURPLUS
SUB-PHASE A	37.39 Ac.±	51.82 Ac.±	14.43 Ac.±
SUB-PHASE B	106.72 Ac.±	105.09 Ac.±	12.80 Ac.±
SUB-PHASE C	-	92.06 Ac.±	104.86 Ac.±
TOTAL	144.11 Ac.±	248.97 Ac.±	104.86 Ac.±

DRAWN BY	H.H.	DATE 01/03/24
DESIGNED BY	S.J.	DATE 01/03/24
REVISED	H.H.	DATE 05/05/24

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Phone (239) 274-0067
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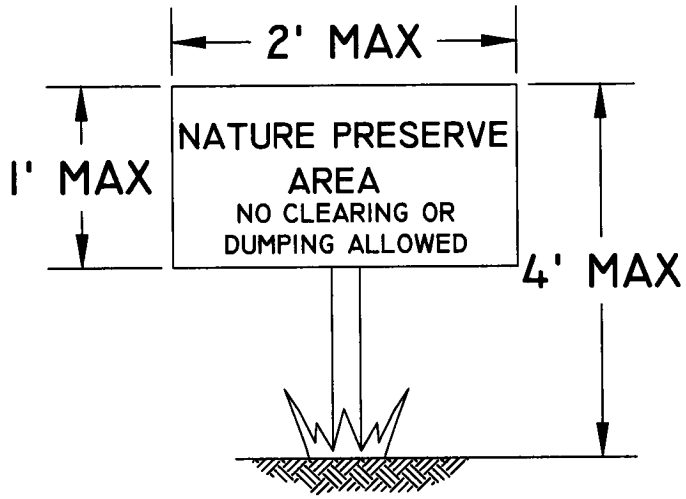
PASSARELLA & ASSOCIATES, INC.

KINGSTON - PODS 1-3
RESTORATION PHASE MAP

DRAWING No. 21CCL3707
SHEET No. APPENDIX H



TYPICAL
PRESERVE SIGNAGE
N.T.S.

APPENDIX I. TYPICAL PRESERVE SIGNAGE
KINGSTON

DRAWN BY	DATE
H.H.	05/05/24
REVIEWED BY	DATE
S.J.	05/05/24
REVISED	DATE

PASSARELLA & ASSOCIATES INC

J:\2021\21co137071\GIS\2023\Lee_County_DO_App\Figures\CAD\Appendix I Typical Preserve Signage.mxd Tab: BKUP1 Jan 12, 2024 - 9:23am Plotted By: LUCYC

KINGSTON
PROTECTED SPECIES MANAGEMENT AND HUMAN-WILDLIFE COEXISTENCE PLAN

Revised June 2024

Prepared For:

CAM7-Sub, LLC
21101 Design Parc Lane Suite 103
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(239) 425-8662

Prepared By:

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
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Project No. 21CCL3707

TABLE OF CONTENTS

Page

1.0 Introduction 1

2.0 Lee County Protected Species Surveys 1

3.0 Conservation Areas 2

4.0 Wildlife Crossings 3

5.0 Perimeter Buffer Lakes and Fencing 4

6.0 Commercial Uses 4

7.0 Eastern Indigo Snake Management Plan 5

7.1 Biology 5
7.2 Management Plan 6

8.0 Gopher Tortoise Management Plan 6

8.1 Biology 6
8.2 Management Plan 7

9.0 American Alligator Management Plan 7

9.1 Biology 7
9.2 Management Plan 8

10.0 Crested Caracara Management Plan 8

10.1 Biology 9
10.2 Pre-Construction Surveys 9
10.3 Caracara Nest and Habitat Management Plan 9

11.0 Wading Bird and Florida Sandhill Crane Management Plan 10

11.1 Management Plan 10

12.0 Burrowing Owl Management Plan 11

12.1 Biology 11
12.2 Pre-Construction Surveys 12
12.3 Management Plan 12

Table of Contents (Continued)

Page

13.0 Imperiled Beach Nesting Bird Management Plan 12

14.0 Everglade Snail Kite Management Plan 12

14.1 Biology 13
14.2 Management Plan 13

15.0 Big Cypress Fox Squirrel Management Plan 14

15.1 Biology 14
15.2 Pre-Construction Surveys 14
15.3 Management Plan 15

16.0 Florida Black Bear Management Plan 15

16.1 Biology 15
16.2 Management Plan 16

17.0 Florida Panther Management Plan 16

17.1 Biology 16
17.2 Management Plan 17

18.0 Florida Bonneted Bat Management Plan 17

18.1 Biology 17
18.2 Management Plan 18

19.0 Prescribed Fire 19

20.0 Human-Wildlife Coexistence Plan 20

20.1 Eastern Indigo Snake 20
20.2 American Alligator 20
20.3 Wading Bird 20
20.4 Florida Black Bear 21
20.5 Florida Panther 21

21.0 Preserve Signage and Community Education Plan 21

22.0 References 21

LIST OF TABLES

Page

Table 1. Protected Species Documented on the Project Site 2

Table 2. Supplemental Plantings List for Wildlife Crossings.....3

LIST OF APPENDICES

		Page
Appendix A.	Project Location Map	A-1
Appendix B.	Aerial with Conservation Areas and Proposed Location of Wildlife Crossing and Fencing Plan	B-1
Appendix C.	Bear-Resistant Container List	C-1
Appendix D.	Eastern Indigo Snake Informational Pamphlet	D-1
Appendix E.	American Alligator Informational Pamphlet	E-1
Appendix F.	Wading Bird Informational Pamphlet	F-1
Appendix G.	Florida Black Bear Informational Pamphlet	G-1
Appendix H.	Florida Panther Informational Pamphlet	H-1
Appendix I.	Prescribed Burning Information	I-1
Appendix J.	American Alligator Management and Preserve Signage	J-1

1.0 INTRODUCTION

This report documents the Protected Species Management and Human-Wildlife Coexistence Plan for Kingston (Project). The management plan contained in this report pertains to the Eastern indigo snake (*Drymarchon corais couperi*), gopher tortoise (*Gopherus polyphemus*), American alligator (*Alligator mississippiensis*), crested caracara (*Caracara cheriway*), Florida sandhill crane (*Grus canadensis pratensis*) and listed wading birds, imperiled beach-nesting birds, Florida burrowing owl (*Athene cunicularia*), Everglade snail kite (*Rostrhamus sociabilis plumbeus*), Big Cypress fox squirrel (*Sciurus niger avicennia*), Florida black bear (*Ursus americanus floridanus*), Florida panther (*Puma concolor coryi*), and Florida bonneted bat (*Eumops floridanus*).

The Project totals 6,687.50± acres and is located in Sections 2, 3, 10, 11, 14, 15, 23, 24, 25, 26, 34, 35, and 36; Townships 46 South; Range 27 East and Section 35, Township 45 South, Range 27 East, Lee County (Appendix A). The surrounding land uses include single-family home sites to the north; Corkscrew Swamp Sanctuary lands to the south; Corkscrew Regional Ecosystem Watershed (CREW) lands, single-family home sites, and a segment of Corkscrew Road to the east; and mining and agricultural uses to the west. Additionally, an east-to-west segment of Corkscrew Road bisects the property before it turns and heads north.

The majority of the site currently supports active citrus groves and other agricultural operations, while the remainder of the site contains native vegetation with varying amounts of disturbance and exotic vegetation. The native wetland habitats include, but are not limited to, cypress, hydric pine, cypress/pine/cabbage palm, mixed wetland forest, freshwater marsh, and wet prairie habitats. Native upland habitats on the Project site include, but are not limited to, palmetto prairie, pine, and pine flatwoods habitat types. As part of the historical agricultural surface water management, an extensive network of ditches, berms, and reservoirs have been constructed on the property, which has led to the isolation of native wetland systems within the site.

2.0 LEE COUNTY PROTECTED SPECIES SURVEYS

Passarella & Associates, Inc. (PAI) conducted a Lee County protected species survey (PSS) for 17 days between February 23 and September 23, 2022. The survey was conducted to meet Lee County Land Development Code (LDC) Chapter 10, Article III, Division 8 (Protection of Habitat) standards. The listed wildlife species and/or their sign (i.e., nests, scat, scratch trees, etc.) documented on the Project site include American alligator and alligator nests, a gopher tortoise burrow, crested caracara, little blue heron (*Egretta caerulea*), tri-colored heron (*Egretta tricolor*), snowy egret (*Egretta thula*), limpkin (*Aramus guarauna*), Florida sandhill crane, Everglade snail kite, wood stork (*Mycteria americana*), Big Cypress fox squirrel, Florida panther, Florida panther signs, Florida black bear, and Florida black bear signs.

Additionally, PAI conducted a Lee County protected species survey on 28.62± acres of land added to the Project on November 14, 2023. The survey used the same methodology utilized for the 2022 protected species survey. The American alligators, crested caracara, little blue herons, roseate spoonbills (*Platalea ajaja*), tri-colored herons, and wood storks were documented on the additional lands during the survey.

Table 1 summarizes the protected species that were documented during the 2022 survey conducted on the Project site.

Table 1. Protected Species Documented on the Project Site

Common Name	Scientific Name	Listing Status	
		FWCC	USFWS
Reptiles			
American alligator	*Alligator mississippiensis*	FT(S/A)	FT(S/A)
Gopher tortoise	*Gopherus polyphemus*	ST	*
Birds			
Crested caracara	*Caracara cheriway*	T	T
Everglade snail kite	*Rostrhamus sociabilis plumbeus*	FE	E
Florida sandhill crane	*Grus canadensis pratensis*	ST	-
Limpkin	*Aramus guarauna*	**	-
Little blue heron	*Egretta caerulea*	ST	-
Roseate spoonbill	*Platalea ajaja*	ST	-
Snowy egret	*Egretta thula*	**	-
Tri-colored heron	*Egretta tricolor*	ST	-
Wood stork	*Mycteria americana*	FT	T
Mammals			
Big Cypress fox squirrel	*Sciurus niger avicennia*	ST	-
Florida black bear	*Ursus americanus floridanus*	**	-
Florida panther	*Puma concolor coryi*	FE	E

FWCC – Florida Fish and Wildlife Conservation Commission
USFWS – U.S. Fish and Wildlife Service
E – Endangered
FE – Federally Endangered
FT – Federally Threatened
FT(S/A) – Federally Threatened Due to Similarity of Appearance
ST – State Threatened
T – Threatened
*Currently listed as a candidate species by the USFWS
**Delisted at the state level but protected by an FWCC Management Plan

3.0 CONSERVATION AREAS

The proposed conservation areas total 3,295.60± acres. The conservation areas will be maintained in accordance with the Indigenous Preservation, Restoration, and Management Plan provided under separate cover. The conservation areas will be managed to provide habitat for listed species.

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

The preservation and enhancement of existing indigenous vegetation and the restoration of extensive areas of farm fields back to indigenous habitats will serve to provide significant regional flow-ways and wildlife corridors within the Project site.

The conservation areas will be managed for listed species based on habitat type and currently listed species utilization. Targeted listed species include the Eastern indigo snake, gopher tortoise, American alligator, crested caracara, Florida sandhill crane and listed wading birds, burrowing owl, Everglade snail kite, Big Cypress fox squirrel, Florida black bear, Florida bonneted bat, and Florida panther.

The conservation areas will be placed in an easement with inspection, enforcement, and approval rights granted to Lee County. The total preserve area to be placed under a conservation easement will be 3,295.60± acres.

4.0 WILDLIFE CROSSINGS

To maintain internal connectivity for wildlife and promote the restoration of historical flow-ways through the Project property, wildlife crossings will be installed where the proposed internal roads cross the conservation areas. An aerial depicting the proposed location of the wildlife crossings is provided as Appendix B. Two forms of wildlife crossings will be designed to accommodate the passage of both large and small mammals, as well as reptiles and amphibians. Wildlife crossings for large mammals will consist of a box culvert sized up to 6 x 10 feet. The large wildlife crossing proposed along Corkscrew Road will be funded by the developer through a Lee County proportionate share agreement; however, installation of the crossing will be completed by Lee County. Wildlife crossings for small mammals, reptiles, and amphibians will consist of reinforced concrete pipes (RCPs) sized up to 48 inches, although larger mammals may also utilize them. The invert of the box culverts and RCPs will be placed at natural grade. A section of low-level chain-link fencing will be installed on either side of the crossings to direct wildlife through the crossings.

Natural shrub and ground cover vegetation will be retained up to the wildlife crossing. Vegetation removed during construction phases will be replanted to provide cover for target wildlife species. Table 2 lists the native shrub and ground cover plant species, which will be used to revegetate areas at the entrances to the wildlife crossing on an as-needed basis.

Table 2. Supplemental Plantings List for Wildlife Crossings

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On center)
Shrub Plantings				
Buttonbush	*Cephalanthus occidentalis*	3 ft.	1 gal.	10 ft.
Gallberry	*Ilex glabra*	3 ft.	1 gal.	10 ft.
Myrsine	*Myrsine cubana*	3 ft.	1 gal.	10 ft.

Table 2. (Continued)

Common Name	Scientific Name	Minimum Height	Minimum Container Size	Planting Density (On Center)
Shrub Plantings				
Pond apple	*Annona glabra*	3 ft.	1 gal.	10 ft.
Wax myrtle	*Morella cerifera*	3 ft.	1 gal.	10 ft.
Ground Cover Plantings				
Arrowhead	*Sagittaria lancifolia*	12 in.	2 in.	3 ft.
Blue maidencane	*Amphicarpum muehlenbergianum*	12 in.	2 in.	3 ft.
Golden canna	*Canna flaccida*	12 in.	2 in.	3 ft.
Gulfdune paspalum	*Paspalum monostachyum*	12 in.	2 in.	3 ft.
Maidencane	*Hymenachne hemitomon*	12 in.	2 in.	3 ft.
Muhly grass	*Muhlenbergia capillaris*	12 in.	2 in.	3 ft.
Pickerelweed	*Pontederia cordata*	12 in.	2 in.	3 ft.
Sand cordgrass	*Spartina bakeri*	12 in.	2 in.	3 ft.
Sawgrass	*Cladium jamaicense*	12 in.	2 in.	3 ft.
Soft-stem bulrush	*Scirpus validus*	12 in.	2 in.	3 ft.
Spikerush	*Eleocharis interstincta*	12 in.	2 in.	3 ft.
Swamp lily	*Crinum americanum*	12 in.	2 in.	3 ft.
Wiregrass	*Aristida stricta*	12 in.	2 in.	3 ft.

5.0 PERIMETER BUFFER LAKES AND FENCING

The Project site design includes perimeter fencing between the development and conservation areas. The goal of the fencing is to help deter Florida panther, Florida black bear, and their prey species from entering residential and commercial areas. The fencing will also serve to accommodate the movement of wildlife among the conservation areas as described in Section 4.0 above.

The wildlife fencing will consist of a six-foot chain-link fence that has previously been approved by the Florida Fish and Wildlife Conservation Commission (FWCC) for projects in Southwest Florida. The locations of the proposed fencing are depicted on Appendix B. Further details regarding the location of the fencing will be provided at the time of the development order.

6.0 COMMERCIAL USES

The Project includes dedicated commercial uses adjacent to Corkscrew Road and State Road 82. To minimize potential human-wildlife interaction, educational brochures provided in this plan will be provided to commercial tenants. Commercial development will be required to minimize wildlife attractants by securing all exterior food and water sources.

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

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

7.0 EASTERN INDIGO SNAKE MANAGEMENT PLAN

The Eastern indigo snake has not been documented on-site; however, the following plan outlines the protection guidelines that will be implemented for the Eastern indigo snake during clearing operations for the Project. The plan provides educational material and guidelines for construction personnel to follow in the event they encounter an Eastern indigo snake. The plan has been prepared following the guidelines established by the U.S. Fish and Wildlife Service (USFWS). The Eastern indigo snake is a federally threatened species and is listed by the Endangered Species Act (ESA). It is unlawful for anyone to injure, harm, harass, or kill this species. Persons who knowingly violate provisions of the ESA that afford this species protection may be subject to a fine and/or imprisonment.

7.1 Biology

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

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

7.2 Management Plan

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

The Project will preserve, enhance, and restore 3,295.60± acres of existing vegetation on-site through the removal of exotic vegetation and supplemental plantings. The preserve areas will be maintained per the Project's Indigenous Preservation, Restoration, and Management Plan and will provide habitat for the Eastern indigo snake.

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

8.0 GOPHER TORTOISE MANAGEMENT PLAN

One gopher tortoise burrow was observed during the protected species surveys conducted by PAI. The following plan outlines the management activities that will be implemented for the gopher tortoise prior to the implementation of site clearing. The gopher tortoise is listed as threatened by the FWCC.

8.1 Biology

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

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

prairies, pine flatwoods, and mixed hardwood-pine communities. Disturbed habitats, such as roadsides, fencerows, clearings, and old fields, often support relatively high tortoise densities.

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

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

8.2 Management Plan

Prior to the commencement of clearing activities within the development footprint, a survey will be conducted to identify gopher tortoises or gopher tortoise burrows. If gopher tortoise burrows are located within the development footprint, the applicant will obtain a permit from the FWCC to relocate any gopher tortoises to a protected recipient site prior to initiating construction activities. The recipient site will be approved by the FWCC and managed in perpetuity, consistent with the FWCC's Gopher Tortoise Management Plan (2012).

9.0 AMERICAN ALLIGATOR MANAGEMENT PLAN

The American alligator and American alligator nests were observed on-site during the protected species surveys conducted by PAI. The following plan outlines the protection guidelines that will be implemented for the American alligator during clearing operations for the Project. The American alligator is listed as threatened (due to similarity of appearance) by the USFWS and the FWCC.

9.1 Biology

The American alligator is a reptile with an elongated, armored, lizard-like body with a muscular, flat tail. Adult alligators are dark with a pale underside, while juveniles have bright yellow stripes and blotches. The average size for adults is 8.2 feet for females and 11.2 feet for males. The body weight can reach up to a half-ton. American alligators inhabit all counties in the State of Florida and are most common in the major river drainage basins and large lakes in the central and southern portions of the state. They can also be found in marshes, swamps, ponds, drainage canals, phosphate-mine settling ponds, and ditches.

Alligators are tolerant of poor water quality and occasionally inhabit brackish marshes along the coast. A few even venture into saltwater. Individuals are wide ranging, and some males may utilize an area of two square miles or more. Individuals of both sexes are most likely to become more active and extend their ranges during the April to May courtship and breeding season. Prey may include frogs, snakes, birds, and small mammals, although alligators are opportunistic feeders and may prey on what is readily available. Larger individuals often prefer carrion to fresh meat.

9.2 Management Plan

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

Extensive, high-quality American alligator habitat will be provided throughout the Project property through wetland preservation, enhancement, and restoration. This includes the exotic vegetation removal within 1,179.74± acres of existing wetlands on the property. These wetlands are predominantly cypress forest, mixed wetland hardwoods, hydric pine forest, and freshwater marshes habitat types. Invasive exotic removal will result in wetland preserves that are more suitable to alligators and their prey species. In addition to the enhancement and restoration of existing wetlands, the Project will restore 422± acres of wetlands from existing farm fields, which will benefit the American alligator. The preserve areas will be maintained per the Project's Indigenous Preservation, Restoration, and Management Plan.

To avoid problematic encounters between future residents and American alligators, the FWCC's educational brochure entitled "A Guide to Living with Alligators" (Appendix E) will be provided to homeowners and maintenance staff (see Section 20.2).

10.0 CRESTED CARACARA MANAGEMENT PLAN

Crested caracara were observed during the protected species surveys conducted by PAI. As such, the following management plan outlines the protection guidelines that will be implemented for the crested caracara prior to clearing activities on the Project and addresses habitat enhancement and restoration on the site. The crested caracara is listed as threatened by the USFWS and the FWCC.

10.1 Biology

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

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

10.2 Pre-Construction Surveys

Prior to the commencement of clearing activities within 1,500 meters (4,920 feet) of the identified nest, a survey will be conducted during the crested caracara nesting season (January through April) to determine if the nest is active or if other crested caracara nests are present. The survey will be conducted in potential nesting and foraging habitat within 1,500 meters of the identified caracara nest, including land adjacent to the Project that is under the applicant's ownership. The crested caracara survey will be conducted according to the methodology described in the USFWS Crested Caracara Draft Survey Protocol (USFWS 2016). The locations of crested caracara nests and the movements and activities of caracara will be documented, if observed.

10.3 Crested Caracara Nest and Habitat Management Plan

In South Florida, the USFWS defines a primary zone for caracara nests as 300 meters (985 feet) and a secondary zone as 1,500 meters (4,920 feet) from the nest tree (USFWS 2004). The following conservation measures will be implemented within these zones:

- No clearing of major grading will be conducted within the primary or secondary zones of an active nest without prior authorization from the USFWS.

- Construction within the secondary zones of an active nest may only occur during the non-nesting season (May 1 through November 30) unless otherwise authorized by the USFWS. During the nesting season (December 1 through April 30), all construction activities within the primary or secondary zones of an active nest will be conducted in accordance with the recommendations from the USFWS.

- Monitoring of the nest will be undertaken on a regular basis during the nesting season with reports provided to the USFWS at the conclusion of each nesting season.

- If no nesting occurs for three consecutive years and is documented in monitoring reports, the nest site will be considered abandoned.

The completed Project will preserve, enhance, and restore 3,295.60± acres of native habitat. The conservation areas will include open freshwater marsh, pine, and other habitat types that will provide potential foraging opportunities for caracaras. Of the 3,295.60± acres, approximately 97.28± acres will be restored to crested caracara nesting and foraging habitat. The location of the crested caracara habitat restoration area is depicted on Appendix B. Specifically, this area will include upland prairie habitat with scattered clusters of cabbage palms that could be utilized for the species for nesting and roosting.

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

11.0 WADING BIRD AND FLORIDA SANDHILL CRANE MANAGEMENT PLAN

Florida sandhill cranes and listed wading bird species, including the little blue heron, tri-colored heron, wood stork, roseate spoonbill, and snowy egret were observed utilizing the Project site during the protected species surveys conducted by PAI. It is anticipated that these birds and others, including limpkin, may utilize the wetlands and other native habitats on the property. The following management plan has been prepared for the purpose of addressing the management of potential wading bird and Florida sandhill crane habitat on the site.

11.1 Management Plan

Prior to clearing activities, a qualified ecologist will survey the construction impact area and adjacent habitats for the presence of Florida sandhill crane and listed wading bird nests. If there is evidence of Florida sandhill crane or listed wading bird nesting, the appropriate FWCC-recommended buffer will be provided around the nest site(s) to avoid disturbance by human activities. If Florida sandhill crane or listed wading bird nesting is discovered after construction has begun or if maintaining the buffers is not possible, the applicant will coordinate with FWCC staff regarding permitting requirements.

The Project proposes the preservation and enhancement of wading bird habitat. Foraging areas will be provided through the preservation, enhancement, and restoration of 1,179.74± acres of existing wetlands. Enhancement and restoration of the preserved wetlands by removing invasive exotic plants and installing native plantings will result in habitats that are more suitable for wading bird foraging and roosting. In addition to enhancing and

restoring existing wetlands, the Project will restore 422± acres of wetlands from existing farm field, which will benefit Florida sandhill cranes and wading bird species.

Problematic encounters between future residents and Florida sandhill cranes or wading birds are not anticipated. Construction personnel, maintenance staff, and homeowners will be informed that the wading birds are protected species. Additionally, informational pamphlets will be provided to homeowners and maintenance staff (Appendix F) (see Section 20.3).

12.0 BURROWING OWL MANAGEMENT PLAN

No burrowing owls were observed on-site during the Project's protected species surveys or other fieldwork. However, there is potential for the species to be found in the open lands within the Project site.

The following management plan outlines the protection guidelines that will be implemented for the burrowing owl if they are to be found on-site. The burrowing owl is listed as threatened by the FWCC.

12.1 Biology

The burrowing owl lives and breeds in varied habitats throughout the Florida peninsula, with the primary natural habitat occurring in dry prairie and, during the dry season, the edges of depressional marshes. Presently, the burrowing owl inhabits several ruderal areas, including pastures, golf courses, airports, athletic fields, school campuses, vacant areas in residential or industrial neighborhoods, and road rights-of-way (Hipes *et al.* 2001). One of the largest subpopulations of burrowing owls is located on the Cape Coral peninsula in Lee County.

Burrowing owls nest and inhabit underground burrows that they excavate or adopt from other burrowing animals, such as gopher tortoises. Culverts, PVC pipes, and spaces underneath sidewalks and roofs also serve as nesting locations for the burrowing owl. Predominately, the burrowing owl is non-migratory and resides within the vicinity of the burrow. They are territorial around their burrows and mostly monogamous. During the nesting season, burrows are adorned with various materials, such as grasses and palm fronds, before egg-laying. Subsequent to the laying of eggs, the entrance to the burrow is decorated with highly visible, non-natural objects such as tinfoil and plastics.

In southern Florida, the burrowing owl feeds primarily on the brown anole (*Anolis sagrei*), marine toad (*Bufo marinus*), and Cuban treefrog (*Osteopilus septentrionalis*). To a lesser extent, other amphibians, small rodents, insects, arachnids, and crayfish provide supplemental sustenance. The majority of foraging occurs at dusk, but they also will hunt from perches or burrow entrances during the day. Fence posts serve as a main source for perching (Wood 2001).

12.2 Pre-Construction Surveys

Prior to clearing activities, a qualified biologist will survey the construction impact area and adjacent habitats for the presence of owl burrows. Inactive (i.e., containing no eggs or flightless chicks) nest burrows within the proposed impact area will be removed with an FWCC permit and in accordance with State and Federal regulations. Nest burrows can generally be considered inactive from July 10 to February 15, although some nesting occurs as early as October each year. Between February 15 and July 10, burrows attended by one or more burrowing owls are considered active nests unless information is available to suggest otherwise (i.e., proof that young fledged from the nest prior to July 10). Burrows within the impact area that are determined to be active will be temporarily protected from clearing by a 50-foot radius of undisturbed buffer (staked and/or roped-off) until the young fledge, as confirmed by a qualified biologist. These burrows will then be removed with an FWCC permit and in accordance with state regulations.

12.3 Management Plan

Efforts will be made to leave existing burrows undisturbed, where feasible. The owls, burrows, and their eggs are protected from harassment and/or disturbance by state law. Burrowing owls are also protected by the federal Migratory Bird Treaty Act. Maintenance staff and construction personnel will be notified that the Florida burrowing owl is a protected species and instructed to report malicious destruction or harassment of burrowing owls or their nests to 888-404-FWCC (888-404-3922).

13.0 IMPERILED BEACH-NESTING BIRD MANAGEMENT PLAN

Although no Imperiled Beach-Nesting Birds (IBNBs) (e.g., least terns (*Sterna antillarum*)) were observed on-site during the Project's protected species survey or other fieldwork, clearing associated with construction may create conditions favorable for IBNB colonies. If IBNBs are observed nesting during construction or maintenance activities, FWCC staff will be notified and a buffer will be provided to the nest(s) to avoid disturbance. Research conducted recommends a nest buffer of 180 meters (about 197 yards) for species such as least terns (FWCC 2013). If maintaining a 180-meter buffer is not possible, FWCC staff will be contacted to discuss methods to reduce disturbance to the nest.

Problematic encounters with IBNBs are not anticipated. Construction personnel and maintenance staff will be informed that IBNBs are protected.

14.0 EVERGLADE SNAIL KITE MANAGEMENT PLAN

Everglade snail kites were observed utilizing the Project during the protected species surveys conducted by PAI. The following management plan has been prepared for the purpose of addressing the conservation of Everglade snail kite habitat on the Project site. The Everglade snail kite is listed as threatened by the USFWS.

14.1 Biology

The snail kite is a non-migratory, medium-sized raptor (Sykes *et al.* 1995) that feeds almost exclusively on apple snails (*Pomacea paludosa*) (Cary 1985). Its current range encompasses six large freshwater watersheds, including the Upper St. Johns, Kissimmee Valley, Lake Okeechobee, Loxahatchee Slough, the Everglades, and the Big Cypress Basin. Their habitats consist of freshwater marshes and the shallow vegetated edges of lakes (natural and man-made) where apple snails can be found (Bailey 1978). They require foraging areas that are relatively clear and open in order to visually search for apple snails. Therefore, dense growth of herbaceous or woody vegetation is not conducive to efficient foraging (Sykes 1979, Beissinger 1988).

Nesting almost always occurs over water, which deters predation (Sykes 1987a). Nesting substrates include small trees (usually less than ten meters in height), including Carolina willow (*Salix caroliniana*), bald cypress (*Taxodium distichum*), pond cypress (*Taxodium distichum* var. *nutans*), melaleuca (*Melaleuca quinquenervia*), sweetbay (*Magnolia virginiana*), swamp bay (*Persea palustris*), pond apple (*Annona glabra*), and dahoon holly (*Ilex cassine*). Shrubs used for nesting include wax myrtle (*Morella cerifera*), cocoplum (*Chrysobalanus icaco*), buttonbush (*Cephalanthus occidentalis*), sesbania (*Sesbania* sp.), elderberry (*Sambucus canadensis*), and Brazilian pepper (*Schinus terebinthifolia*). Nesting can also occur in herbaceous vegetation, such as sawgrass (*Cladium jamaicense*), cattail (*Typha* sp.), soft-stem bulrush (*Scirpus validus*), and reed (*Phragmites australis*) (Sykes *et al.* 1995). Nests are more frequently placed in herbaceous vegetation around Lake Kissimmee and Lake Okeechobee during periods of low water, when dry conditions beneath the willow stands (which tend to grow to the landward side of the cattails, bulrushes, and reeds) prevent snail kites from nesting in woody vegetation. Nests constructed in herbaceous vegetation on the waterward side of the lake littoral zones are more vulnerable to collapse due to the weight of the nests, wind, waves, and boat wakes and are more exposed to disturbance by humans (Chandler and Anderson 1974; Sykes and Chandler 1974; Sykes 1987b; Beissinger 1986, 1988; Snyder *et al.* 1989). It is important to note that suitable nesting substrate must be close to suitable foraging habitat, so extensive areas of contiguous woody vegetation are generally unsuitable for nesting.

Roosting sites are also almost always located over water. Roost sites are in taller vegetation among low-profile marshes. Snail kites tend to roost around small openings in willow stands at heights of 1.8 to 6.1 meters and in stand sizes of zero to five hectares. Roosting in melaleuca or pond cypress is in stands with tree heights of 4 to 12 meters (Sykes 1985).

14.2 Management Plan

Extensive, high-quality Everglade snail kite habitat will be provided throughout the Project property through wetland preservation, enhancement, and restoration. This includes exotic vegetation removal within 1,179.74± acres of existing wetlands on the property. These wetlands are predominantly cypress forest, mixed wetland hardwoods, hydric pine forest, and freshwater marshes habitat types. Invasive exotic removal will result in wetland preserves that are more suitable to Everglade snail kites. In addition to enhancing and

restoring existing wetlands, the Project will restore 422± acres of wetlands from existing farm fields, which will benefit the Everglade snail kite. The preserve areas will be maintained per the Project's Indigenous Preservation, Restoration, and Management Plan.

15.0 BIG CYPRESS FOX SQUIRREL MANAGEMENT PLAN

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

15.1 Biology

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

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

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

15.2 Pre-Construction Surveys

A qualified ecologist will be on-site to supervise Big Cypress fox squirrel management and monitoring activities as detailed in this plan. Prior to clearing activities, the preserve areas will be staked in the field and clearly identified with silt fencing or an equivalent barrier.

The fencing will be inspected by the preserve manager prior to clearing activities. The operation and storage of construction equipment and the stockpiling of fill and construction material will be prohibited within the fenced preserve areas. The fencing identifying the limits of the preserves will be maintained for the duration of construction activities.

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

15.3 Management Plan

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

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

16.0 FLORIDA BLACK BEAR MANAGEMENT PLAN

Florida black bear and black bear signs (i.e., scratch tree) were documented on the Project site during the protected species surveys conducted by PAI. The following habitat management plan has been prepared for the purpose of addressing the conservation of Florida black bear habitat on the Project site. The Florida black bear is not listed by the FWCC or the USFWS. However, the FWCC and the Lee County LDC have specific management activities for this species.

16.1 Biology

The Florida black bear is a subspecies of the American black bear (*Ursus americanus*). The Florida black bear is a solitary animal that inhabits heavily wooded terrain and is most often found in large tracts of swamp forest and undisturbed upland forest. Some of the most important habitat types for the Florida black bear include pine flatwoods, hardwood swamps, cypress swamps, cabbage palm forests, sand pine scrub, and mixed hardwood

hammocks. Denning often occurs in remote swamps or thickets with dense vegetation. Adult females breed in alternating years during the months of June and July. In Florida, hibernation may be restricted to females producing cubs. Hibernation most often occurs during the winter months. The diet of Florida black bears is highly variable and includes both plants and animals, including saw palmetto berries, honeybees (*Apis* sp.), ants (*Formicidae* sp.), armadillo (*Dasypus novemcinctus*), feral hog (*Sus scrofa*), and white-tailed deer (*Odocoileus virginianus*) (Humphrey 1992).

16.2 Management Plan

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

The preserved, enhanced, and restored habitat within the conservation areas will provide habitat for the Florida black bear and associated prey species. Enhancement activities will provide higher quality habitat for the Florida black bear than what currently exists within the site.

To avoid problematic encounters between future residents and Florida black bears, the FWCC's educational brochure entitled "A Guide to Living in Bear Country" (Appendix G) will be provided to homeowners and maintenance staff (see Section 20.4).

17.0 FLORIDA PANTHER MANAGEMENT PLAN

Florida panther and panther sign (i.e., scat, tracks) were observed on the Project site during the protected species surveys conducted by PAI. The property is located within both the USFWS's Primary and Secondary Zones for the Florida panther. In addition, FWCC Florida panther telemetry has been recorded on the Project site and adjacent properties. The following habitat management plan has been prepared for the purpose of addressing the conservation of Florida panther habitat on the Project site. The Florida panther is listed as endangered by the FWCC and the USFWS.

17.1 Biology

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

for females successfully raising young to dispersal (which occurs around 18 to 24 months) (Belden 1988, Maehr 1988b).

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

17.2 Management Plan

To deter the potential for interactions between humans and large mammals such as the Florida panther, perimeter fencing will be utilized between the development and conservation areas to deter large mammals from accessing the development areas.

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

To avoid problematic encounters between future residents and Florida panthers, the educational brochure entitled "A Guide to Living with Florida Panthers" (Appendix H), prepared by the FWCC and the USFWS, will be provided to homeowners and maintenance staff (see Section 20.5).

18.0 FLORIDA BONNETED BAT MANAGEMENT PLAN

No Florida bonneted bats were documented utilizing the Project site during the protected species surveys conducted by PAI. However, Florida bonneted bats were documented foraging on the Project site during an acoustic survey conducted by PAI in September and October 2022. The management plan details for the Florida bonneted bat are provided below.

18.1 Biology

The Florida bonneted bat is the largest species of bat found in Florida, with an average wingspan of 490 to 530 millimeters (19.3 to 20.9 inches) and an average length of 130 to 165 millimeters (5.1 to 6.5 inches). They are members of the Molossidae family, commonly referred to as free-tailed bats. As the name suggests, Molossids, including Florida bonneted

bats, have tails that extend well beyond their short tail membrane. Also similar to other free-tailed bats, the Florida bonneted bat has small eyes, large upper lips, and long, narrow wings (Marks and Marks 2006). Their fur is short and glossy with sharply bicolored hairs with a white base (Timm and Genoways 2004). Their fur ranges from dark gray to brownish gray or cinnamon brown on its dorsal side, with lighter, grayish fur underneath. The Florida bonneted bat is characterized by its large size and its large, broad ears that slant forward over the eyes and join together along the midline of the head. Their big ears protrude over their head like a bonnet, giving them their name (Marks and Marks 2006).

The current range of the Florida bonneted bat is known to include both the east and the west coast of southern Florida (excluding the Keys), and includes Charlotte, Collier, Lee, Miami-Dade, Okeechobee, and Polk Counties.

Habitat for the Florida bonneted bat consists mainly of foraging areas and roosting sites, including some artificial structures in both urban and forested areas (USFWS 2014). They are known to roost in rock crevices, tree cavities, buildings, and bat boxes (Marks and Marks 2008). South Florida bonneted bats roost primarily in trees and in man-made artificial structures, with roost availability indicated as an important limiting factor (USFWS 2014). Foraging habitat includes areas over open fresh water, such as ponds, streams, and wetlands; and they will drink when flying over open water (USFWS 2014). They will also forage for insects over treetops and other open areas such as golf courses (Marks and Marks 2006).

18.2 Management Plan

The Project will have no adverse impacts on the bonneted bat. The preservation, enhancement, and restoration of native habitats will significantly increase biological diversity and species richness of wildlife on-site. This will provide a significantly increased prey base for the bonneted bat. The restored wetlands will provide quality foraging habitat for the bonneted bat. In addition, restored uplands will provide additional foraging and roosting habitat for the species.

Prior to the commencement of clearing activities in the development areas and removal of exotic trees within the preserve areas, a cavity tree survey and/or emergence survey will be conducted by a qualified ecologist to identify potential Florida bonneted bat roosts. The results of the cavity tree and/or emergence survey will be coordinated with Lee County and the USFWS.

The Project will implement Best Management Practices (BMPs) that are in accordance with the USFWS Consultation Key for the Florida bonneted bat (USFWS 2019). The following BMPs will be implemented for the Project:

- A 250-foot buffer will be maintained around known or suspected Florida bonneted bat roosts when using heavy equipment to limit disturbance to roosting bats.

- The creation of the Project's buffer lake system and the preservation, enhancement, and restoration of 1,179.74± acres of existing wetlands on-site through the Project's wetland mitigation program will promote Florida bonneted bat foraging opportunities.

- Riparian habitat will be enhanced by the planting of native vegetation along the lake shorelines (i.e., littoral zone plantings).

- Widespread application of insecticides will be avoided in areas where Florida bonneted bats are known or expected to forage and/or roost.

- Native trees and shrubs will be planted within open space and buffer areas to promote insect diversity, availability, and abundance.

- Mature trees and snags that could provide roosting habitat will be retained within the conservation areas.

Problematic encounters between future residents and bonneted bats are not anticipated. Should a bonneted bat choose to roost adjacent to the community, the roost will be left undisturbed.

19.0 PRESCRIBED FIRE

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

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

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

Controlled burns will be conducted only when authorized with a permit by the FFS. In addition, notice will be given to the local fire district. Coordination with CREW and the South Florida Water Management District will occur before burning. Burning will not be conducted if smoke is anticipated to encroach upon Corkscrew Road, State Road 82, or adjacent residences. Information on prescribed fire will be incorporated into the property owner association or developer's agreement documents (Appendix I).

20.0 HUMAN-WILDLIFE COEXISTENCE PLAN

The following Human-Wildlife Coexistence Plans will be incorporated into the declaration of covenants of the Project's Homeowners' Association or Community Development District documents.

20.1 Eastern Indigo Snake

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

20.2 American Alligator

Signs will be posted on the Project property to instruct on-site workers and homeowners not to feed or harass the American alligator. The signs will indicate that the offense is punishable by law. The typical signage is provided as Appendix J. Signs will be spaced a maximum of 300 feet apart. The FWCC's educational brochure entitled "A Guide to Living with Alligators" (Appendix E) will be provided to homeowners and maintenance staff. The brochure can be found at http://myfwc.com/media/152524/Alligator_Brochure.pdf. Construction personnel and homeowners will be instructed that in the event there is a problem with a persistent nuisance alligator, they should contact the FWCC's Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). The FWCC is the only agency empowered to handle nuisance alligators.

20.3 Wading Bird

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

20.4 Florida Black Bear

Residents will be educated about the presence of black bears in their community. FWCC's educational brochure entitled "A Guide to Living in Bear Country" (Appendix G) will be provided to homeowners and maintenance staff. This brochure can be found at http://myfwc.com/wildlifehabitats/managed/bear/brochures/.

20.5 Florida Panther

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

21.0 PRESERVE SIGNAGE AND COMMUNITY EDUCATION PLAN

Signs identifying the conservation areas as a "nature preserve area" will be installed along the boundary of the preserve. The signage will include language stating, "No dumping allowed" (Appendix J). The signs will be spaced a maximum of 300 feet apart, will be no closer than 10 feet from residential property lines, and will be limited to a maximum height of 4 feet and a maximum size of two square feet.

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

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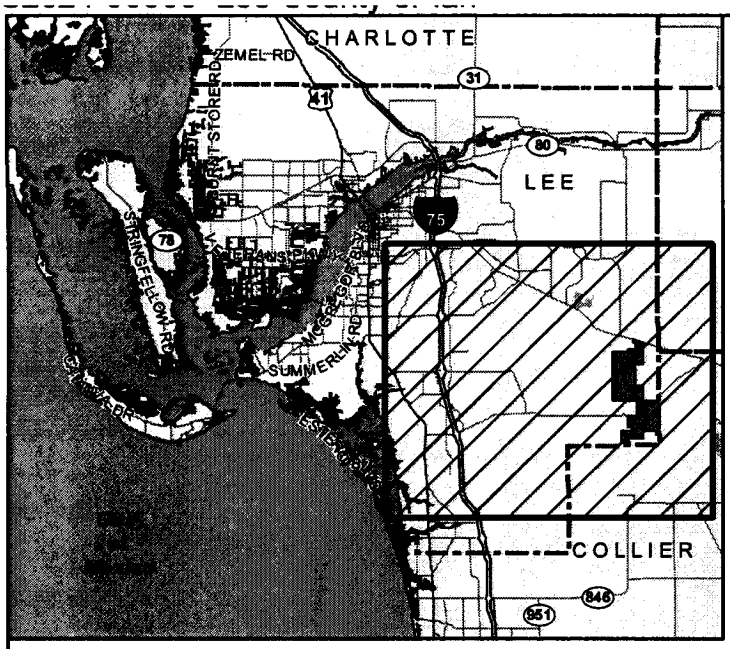
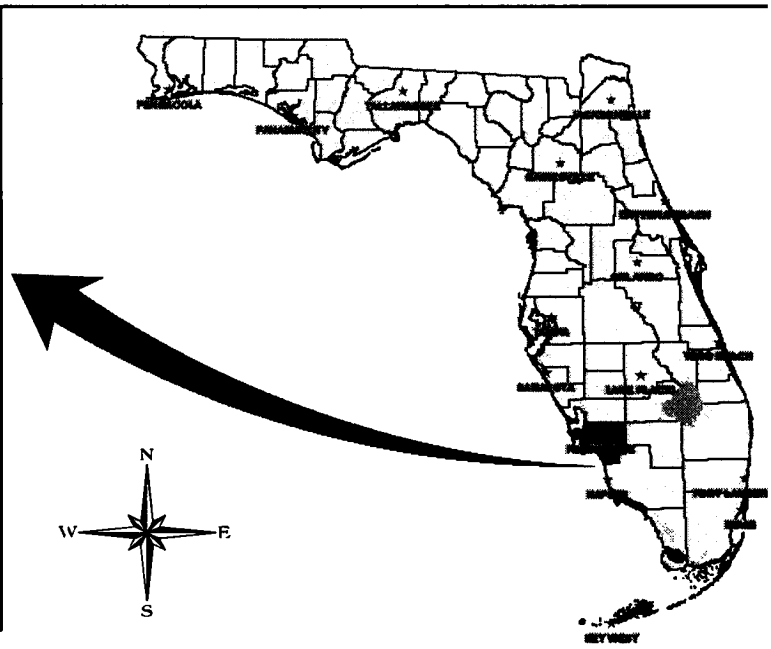
APPENDIX A

PROJECT LOCATION MAP





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APPENDIX A. PROJECT LOCATION MAP
KINGSTON

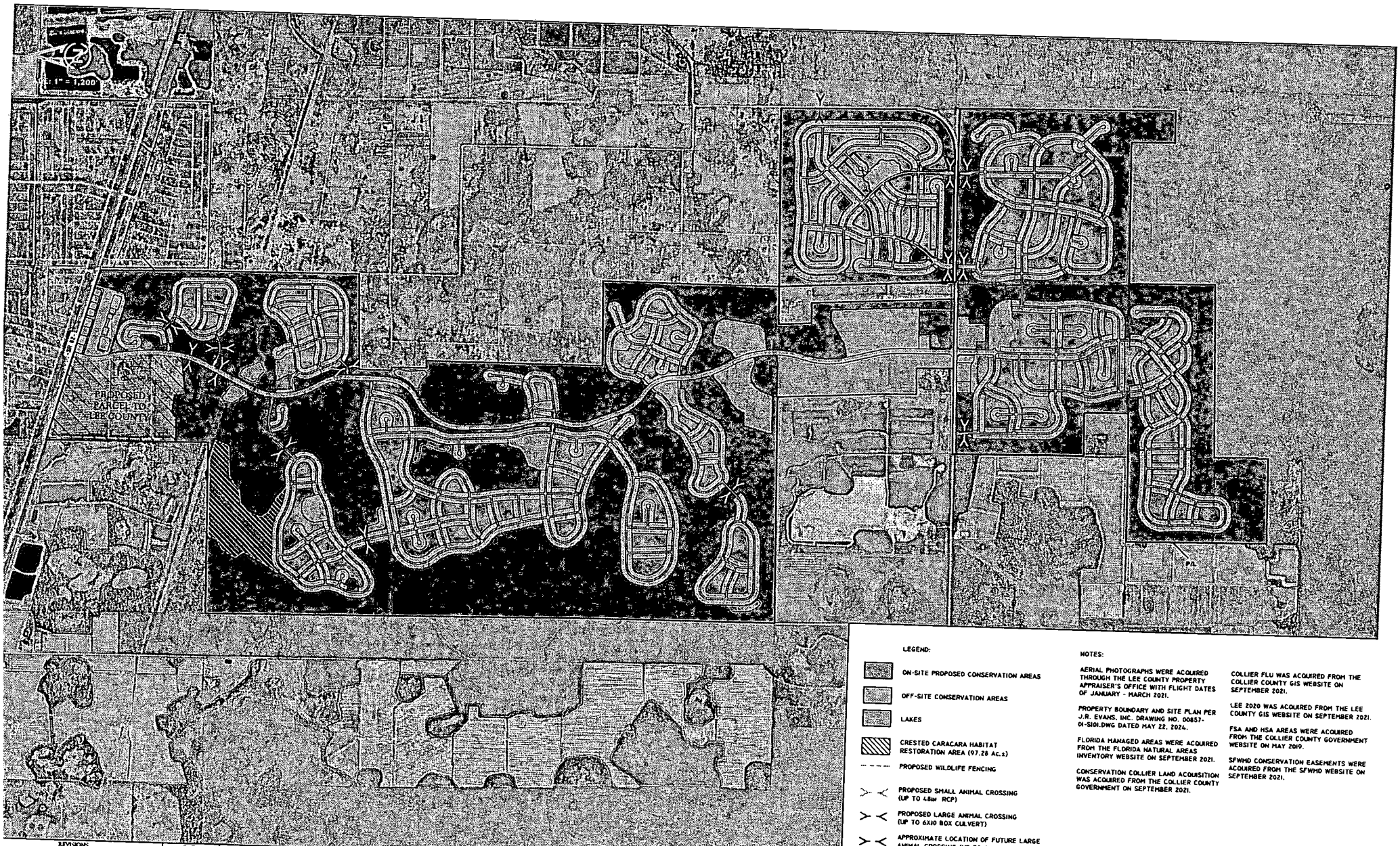
DRAWN BY	DATE
H.H.	03/14/22
REVIEWED BY	DATE
S.J.	03/14/22
REVISED	DATE

PASSARELLA & ASSOCIATES

APPENDIX B

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

24-00006 Lee County ePlan



LEGEND:

- ON-SITE PROPOSED CONSERVATION AREAS
- OFF-SITE CONSERVATION AREAS
- LAKES
- CRESTED CARACARA HABITAT RESTORATION AREA (97.28 Ac.±)
- PROPOSED WILDLIFE FENCING
- PROPOSED SMALL ANIMAL CROSSING (UP TO 4.8m RCP)
- PROPOSED LARGE ANIMAL CROSSING (UP TO 6X10 BOX CULVERT)
- APPROXIMATE LOCATION OF FUTURE LARGE ANIMAL CROSSING (UP TO 6X10 BOX CULVERT)

NOTES:

AERIAL PHOTOGRAPHS WERE ACQUIRED THROUGH THE LEE COUNTY PROPERTY APPRAISER'S OFFICE WITH FLIGHT DATES OF JANUARY - MARCH 2021.

PROPERTY BOUNDARY AND SITE PLAN PER J.R. EVANS, INC. DRAWING NO. 00857-01-SI01.DWG DATED MAY 22, 2024.

FLORIDA MANAGED AREAS WERE ACQUIRED FROM THE FLORIDA NATURAL AREAS INVENTORY WEBSITE ON SEPTEMBER 2021.

CONSERVATION COLLIER LAND ACQUISITION WAS ACQUIRED FROM THE COLLIER COUNTY GOVERNMENT ON SEPTEMBER 2021.

COLLIER FLU WAS ACQUIRED FROM THE COLLIER COUNTY GIS WEBSITE ON SEPTEMBER 2021.

LEE 2020 WAS ACQUIRED FROM THE LEE COUNTY GIS WEBSITE ON SEPTEMBER 2021.

FSA AND HSA AREAS WERE ACQUIRED FROM THE COLLIER COUNTY GOVERNMENT WEBSITE ON MAY 2019.

SFWMD CONSERVATION EASEMENTS WERE ACQUIRED FROM THE SFWMD WEBSITE ON SEPTEMBER 2021.

REVISIONS	DATE	DRAWN BY	DATE
vised site plan	09/13/22	H.H.	04/04/22
lded Boardwalk	11/11/22	DESIGNED BY S.J.	DATE 04/04/22
e plan update	06/06/24	REVIEWED BY S.J.	DATE 04/04/22

13620 Metropolis Avenue
Suite 200
Ft. Myers, FL 33912
Phone (239) 274-0067
Fax (239) 274-0069

PASSARELLA & ASSOCIATES INC

KINGSTON

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

DRAWING No. 21CCL3707

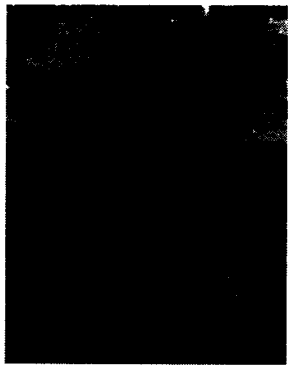
SHEET No. APPENDIX B

APPENDIX C

BEAR-RESISTANT CONTAINER LIST

BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

Residential Poly Carts and Cans



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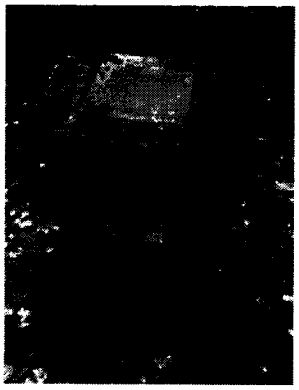
Fax: (970) 876-0420
E-mail: Info@BearProofInc.com
Website: http://www.bearproofinc.com/

Metal Roll Away Container
95 gallon

* Metal food and trash lockers also available



Bear Proofing-R-US
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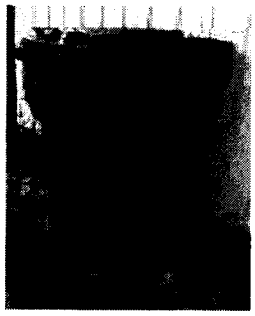
E-mail: akruk@charter.net
Website: http://www.bearproofing-r-us.com/

Residential Street-side Trash Can
96 gallon
*dumpster lids, loaders, and bird feeders also available



Bear Proof Systems, LLC
7855 E. Lark Dr.
Parker, CO 80138
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Fax: (303) 840-3460
E-mail: solidws@comcast.net
Website: http://www.bearproofsystems.com/

Curbside Carts
64 gallon
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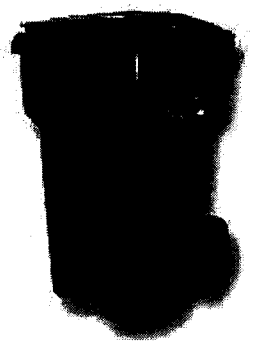
*Also make various metal containers



BearSaver – USA Sales

Steve Thompson

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Fax: 909-605-7780
E-mail: sales@bearsaver.com
Website: http://www.bearsaver.com/

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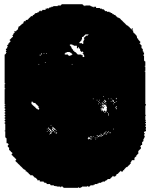
Model PC-95
95 gallon (min order 24)
Model PC-65
65 gallon (min order 20)
Model PC-32
32 gallon (min order 20)
*Commercial Yard Dumpsters also available



BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

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3400 Innovation Court SE
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http://www.cascadeng.com/markets/waste/index.htm

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35 gallons
64 gallons
96 gallons
Bear Resistant Cascade Cart
96 gallons

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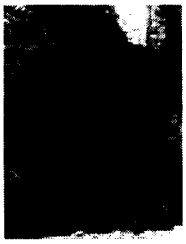
Fax: 1-800-LIL-PAWS (545-7297)
website: www.dawginc.com

Bearicuda Bin
"Critter Can" Model
Mobile Screw Top Model
Mobile Bearicuda Bin
BEARier Bins

Residential Trash Storage Containers



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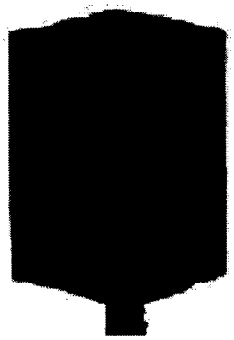
Website: http://www.bearguardinfo.com/index.html

Green and Brown Containers
Various sizes

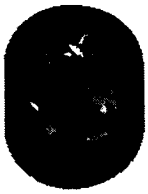


Carson Valley Welding
1046 Mallory Way
Carson City NV. 89701
PH: (775) 884-9353
Cell: (530) 318-1136
Fax: (775) 884-9354
Email:Don@nobearcan.com
Website: http://www.nobearcan.com/index.html

"No Bear Can"
Model B-5030 $999.00
Model B-5036 $1149.00

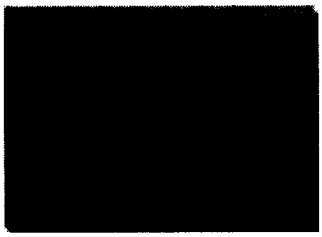
See also the following companies:
Bear Proof Inc.
Bear Proofing-R-US
Bear Proof Systems

Info. above



BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

Animal Resistant Dumpsters



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

Bear Resistant Metal Containers & Lids
Various designs

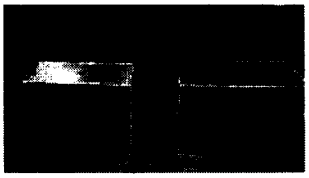
Haul-All Equipment Systems
(no address available)
Phone: 1-888-428-5255
Fax: (403) 328-9956
E-mail: solutions@haulall.com
Website: http://www.haulall.com/index.htm

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

See also the following companies:
Bear Proof Inc.
Bear Proofing-R-US
Bear Proof Systems
BearSaver-USA Sales

Info. above

Recreational Storage Containers
Panniers (for cooler storage)

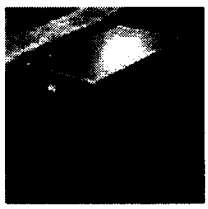


Bear-Aware
(no address available)
Phone: 800-568-8990 / 818-504-3518
Contact Jeff Berns
E-mail: jmberns@bear-aware.comor
Website: http://www.bear-aware.com/

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

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

Pack Panniers



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

Aluminum Panniers
Medium
Large
Sold with and without hardware

BEAR RESISTANT TRASH & RECREATIONAL STORAGE CONTAINERS

Food Storage Lockers

See the following companies:
BearProofInc
BearSaver – USA Sales
Haul-All Equipment Systems (product shown)

Info. above

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

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

APPENDIX D

EASTERN INDIGO SNAKE INFORMATIONAL PAMPHLET

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

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

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

August 12, 2013

ATTENTION:

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

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

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

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

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

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

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

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

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

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

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

APPENDIX E

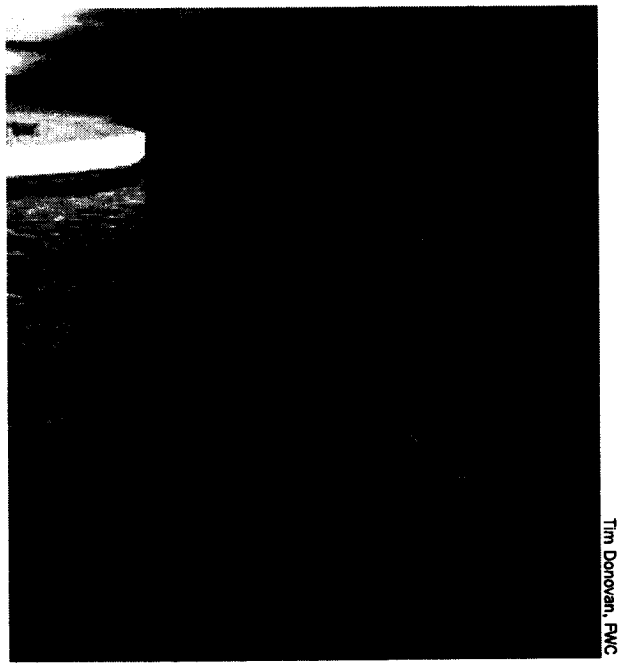
AMERICAN ALLIGATOR INFORMATIONAL PAMPHLET

- Never feed alligators – it's dangerous and illegal. When fed, alligators can overcome their natural wariness and learn to associate people with food. When this happens, some of these alligators have to be removed and killed.

- Dispose of fish scraps in garbage cans at boat ramps and fish camps. Do not throw them into the water. Although you are not intentionally feeding alligators when you do this, the result can be the same.

- Seek immediate medical attention if you are bitten by an alligator. Alligator bites can result in serious infections.

- Observe and photograph alligators only from a distance. Remember, they're an important part of Florida's natural history as well as an integral component of aquatic ecosystems.



Tim Donovan, FWC

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

Janice Plain

To report nuisance alligators call
866-FWC-GATOR (866-392-4286).

MyFWC.com/Alligator

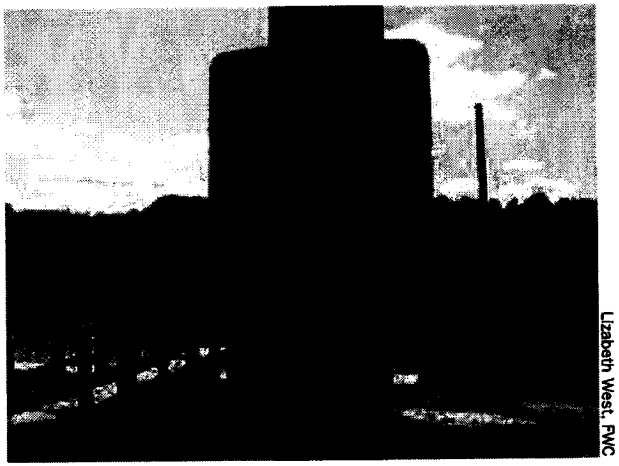
[redacted]

Printed on recycled content. 02/2012

A Guide to Living with **Alligators**

Jamie Feddersen

Florida Fish and Wildlife Conservation Commission
MyFWC.com



Lizabeth West, FWC

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

Living with Alligators

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

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

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

Tim Donovan, FWC

Alligators and People

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

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

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

Safety Tips

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

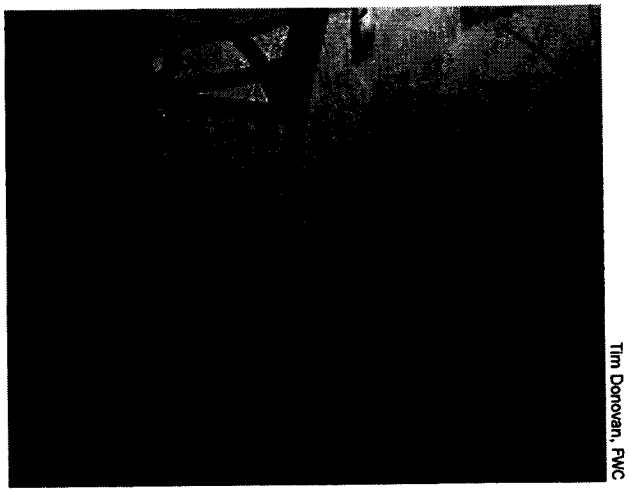
■ Be aware of the possibility of alligators when you are in or near fresh or brackish water. Bites may occur when people do not pay close enough attention to their surroundings when working or recreating near water.

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

■ Alligators are most active between dusk and dawn. Therefore, avoid swimming at night.

■ Dogs and cats are similar in size to the natural prey of alligators. Don't allow pets to swim, exercise or drink in or near waters that may contain alligators. Dogs often attract an alligator's interest, so do not swim with your dog.

■ Leave alligators alone. State law prohibits killing, harassing or possessing alligators. Handling even small alligators can result in injury.



Tim Donovan, FWC

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

APPENDIX F

WADING BIRD INFORMATIONAL PAMPHLET

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

Promptly notify the FWCC 1-888-404-FWCC

Tips for living with wading birds

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

Prepared By:

PASSARELLA & ASSOCIATES

13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
(239) 274-0067

WADING BIRD INFORMATIONAL PAMPHLET

KINGSTON

Description:

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

Habitat:

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

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

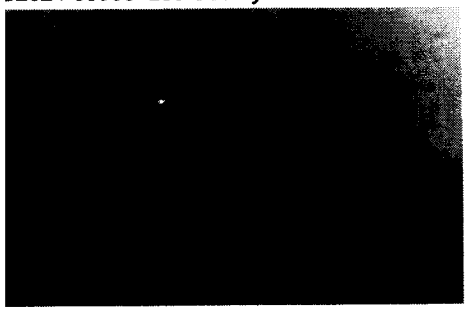
Protection:

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

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

APPENDIX G

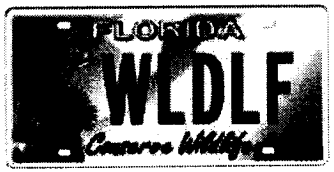
FLORIDA BLACK BEAR INFORMATIONAL PAMPHLET



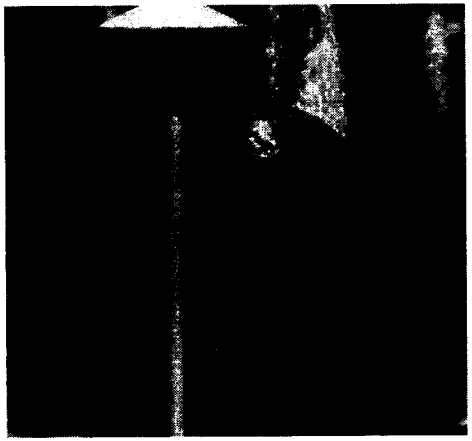
Eddy Arx

Secure your garbage

- Store garbage in a secure area, such as a sturdy shed or garage, until the morning of pickup, or
- Build a small shed to store trash cans. Be sure there are no gaps along the shed's edges and use screws. If the shed is curbside, call your waste service provider to ensure it will still service your trash cans, or
- Modify your regular trash can to make it bear-resistant by adding hardware. To be successful, the lid must not be flexible and the can must not collapse when you stand on its side. Call your waste service provider to ensure it will service a modified trash can, or
- Request a commercially manufactured bear-resistant trash can from your waste service provider. If they do not provide these cans, you can special order one from a hardware store, but ensure your waste service provider will service it.



Funds from Florida's "Conserve Wildlife" license plate help conserve bears and reduce human-bear conflicts. Buy one today through your local tax collector's office or online at BuyAPlate.com.



Mike Fox

How FWC responds to conflicts

The FWC addresses human-bear conflicts in a variety of ways, including providing technical assistance over the phone, conducting an in-person visit with the resident, using deterrents (such as an electric fence), attempting to scare the bear away, or, in rare cases, attempting to trap the bear.

While most conflicts can be avoided by securing attractants, biologists assess each situation on a case-by-case basis and use FWC policies and guidelines to help decide on the most appropriate response.

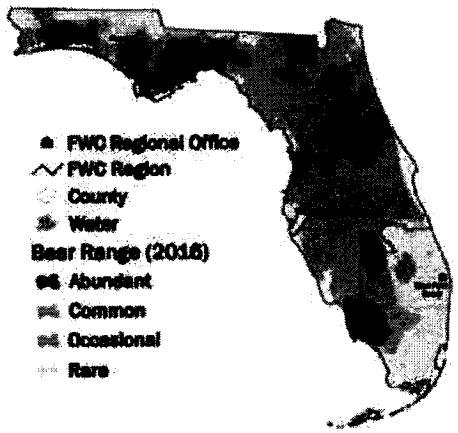
The earlier the FWC is notified, the more response options are available.

The longer a conflict situation continues, the more likely the bear will develop behaviors that present a risk to public safety, such as entering a dwelling, harming a leashed dog or injuring a person.

Once this happens, it is too late to try to change the bear's behavior and it must be humanely killed.

Warning! It is illegal to take, possess, injure, shoot, collect or sell black bears under Florida state law unless authorized by an FWC-issued permit. If you are found guilty, you could face fines and/or jail time.

Where bears live in Florida



If you are experiencing bear conflicts, please contact the nearest FWC regional office. The sooner the FWC knows about bear activity, the more options are available to prevent a bear from becoming a public safety risk.

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

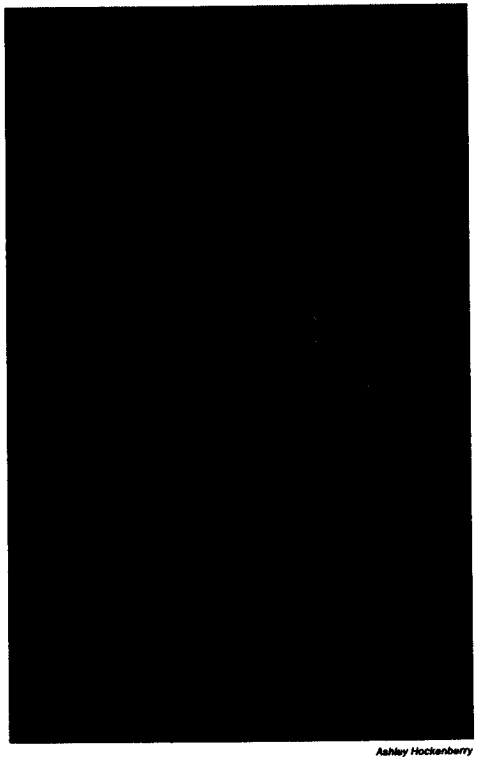
In an emergency or if you suspect illegal activity, call the Wildlife Alert Hotline at 888-404-FWCC (3922).

Follow us on:

Florida Fish and Wildlife Conservation Commission
MyFWC.com/Bear

printed on recycled paper 8/2018

A guide to living in **bear country**



Ashley Hockenberry

Florida Fish and Wildlife Conservation Commission
MyFWC.com/Bear

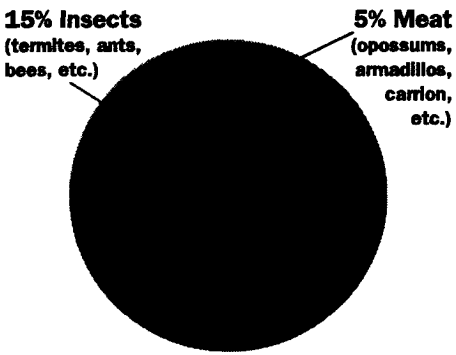
S2024-00006 Lee County ePlan

Ashley Hackenberry

The bear facts

- Black bears are the only species of bear in Florida.
- Biologists estimate approximately 4,000 black bears roam Florida today, compared to as few as 300 bears in the 1970s.
- Bears can pick up scents from over a mile away: that's seven times better than a bloodhound and the best of any land mammal.
- Adult bears typically weigh between 150 to 400 pounds, with males often twice the size of females.
- Females have their first litter around 3 years of age, with one to three cubs born every other year.
- Breeding occurs from June to August, with cubs born around February 1.
- On average, females range over 15 square miles and males range over 60 square miles.

A bear's diet



Bear behavior and you

Black bears are shy and generally not aggressive. When seen near homes or workplaces, bears are often just passing through. When frightened, bears typically run away or climb a tree. If a bear is in a tree, it is either feeding or trying to escape danger. Keep people and pets away, and the bear will leave on its own, usually after dark.

When a bear stands on its hind legs, it is trying to get a better view or scent. Black bears may huff, snap their jaws, swat the ground or "bluff charge" when cornered, threatened or defending food or young. If this happens, stop, hold your ground and then slowly back away.

Remember bears are large, powerful, wild animals that can act unpredictably and become dangerous. Bears who receive food from people may lose their natural fear of them and are more likely to damage property or become a public safety risk. NEVER feed or attract bears. If a bear is eating something on your property, take note of what it is and secure it after the bear has left the area.

Carry bear spray and learn how to use it properly, paying attention to wind direction, distance to bear (20-30 ft.) and your escape route. Make sure to buy spray designed for use on bears.

Learn all about Florida's bears and being BearWise at *MyFWC.com/BearWise.*

BearWise tips:

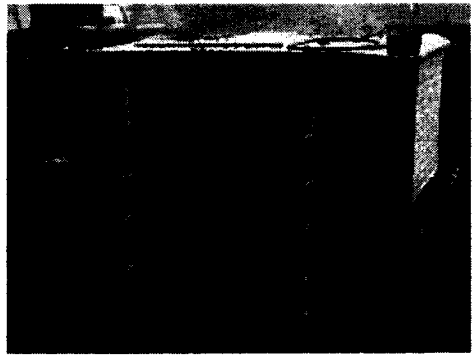
- Never approach a bear. Keep as much distance between you and the bear as possible.
- If a bear changes its behavior because you're there, you are too close.
- If you encounter a bear at close range, stand with arms raised, back up slowly and speak to the bear in a calm, assertive voice.
- Do not turn your back, play dead or run from a black bear.
- Make sure you are in a secure area, such as a car or building, and the bear has a clear escape route, then scare the bear away with loud noises, like yelling, blowing a whistle, or using an air or car horn.
- Install a motion-activated device, such as flood lights, a water sprinkler or audio alarm, to scare a bear away from a location when you are not present.
- Report any bear threatening the safety of people, pets or livestock, or causing property damage, to the FWC (see back cover).
- Walk dogs on a non-retractable leash and be aware of your surroundings. Dogs can trigger defensive behaviors from bears.

Encourage your school system to use the *Florida Black Bear Curriculum Guide*. The guide is designed for grades 3 to 8 and is correlated to state education standards.

Avoid attracting bears

Bears do not hang around people if they do not find food. Properly storing or securing garbage and other attractants is a proven method of preventing bear conflicts. However, it takes a community-wide effort to keep bears wild and away from neighborhoods.

- Use electric fencing to protect gardens, garbage, compost piles, beehives, fruit trees and livestock.



John Bailey

- Keep garage doors closed when not in use.
- Feed pets indoors or bring food dishes (even empty ones) inside at night.
- Store pet and livestock feed in bear-resistant containers or inside a secure area.
- Remove or modify bird and wildlife feeders and ensure the ground is free of all feed debris.
- Properly harvest ripe nuts, fruits, and vegetables and remove rotten fruits and vegetables.
- Create an "unwelcome" mat by driving finishing nails, heads up, into a sheet of anchored plywood to keep bears away from a specific area, such as under a window, door or fence.
- Keep outdoor refrigerators and freezers in a secure location or lock up with super-adhesive anchors, like Marine Locks™.
- Clean meat smokers and barbeque grills with a degreasing detergent and store in a secure area. Dispose of food remnants/grease after each use.

A screened-in porch will not keep bears out!

APPENDIX H

FLORIDA PANTHER INFORMATIONAL PAMPHLET

You live in Florida panther country

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

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

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

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

If you see a Florida panther

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

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

Mark Lotz

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Florida Fish and Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399-1600
MyFWC.com/Panther

A guide to living with

Florida Panthers

© Lynn Stone

MyFWC.com/Panther

7 ways to live safely in Florida panther country

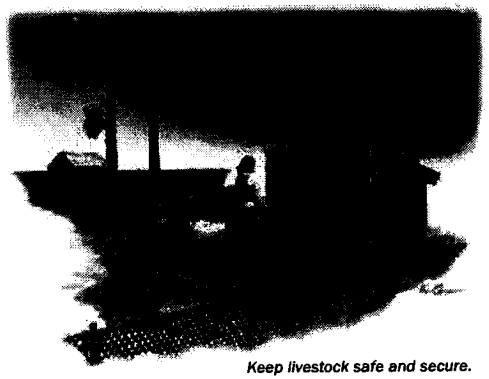
While these guidelines are meant to help you live safely in Florida panther habitat, they also apply to living with more commonly encountered wildlife, including raccoons, snakes, bears and alligators.

1. **Be alert from dusk 'til dawn (and whenever deer are active)**
   Florida panthers primarily are active at night. Exercise more caution at dawn, dusk or dark.

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

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

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



Keep livestock safe and secure.

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

5. **Landscape for safety**
   Remove dense or low-lying vegetation that would provide hiding places for panthers and other predatory animals near your house.
   - Remove plants that deer like to eat.
   - Choose plants that do not attract deer or other panther prey species. For information on plants that deer do not like to eat, visit edis.ifas.ufl.edu/UW137.
   - Appropriate fencing will make your yard or play area uninviting to prey animals such as deer.

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

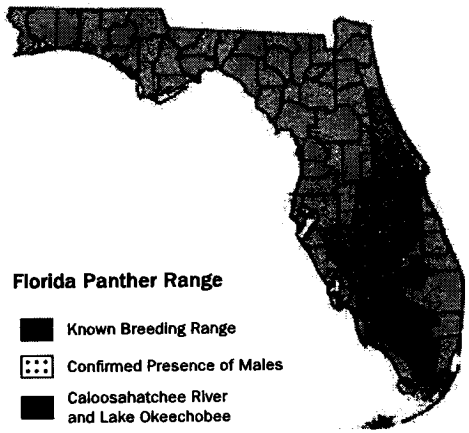
7. **Hike or bike with a friend**
   When recreating outdoors, it's a good practice to let friends or family know your whereabouts and when you expect to return. Better yet, take a friend with you!

Florida panther facts

- The Florida panther is a subspecies of puma, also known as a mountain lion or cougar. It is the last subspecies still surviving in the eastern United States.
- Biologists estimate roughly 100-160 adult and subadult Florida panthers remain in the wild. Most panthers live in southwest Florida, south of the Caloosahatchee River, although some panthers have been documented traveling as far north as central Georgia.
- The Florida panther's decline occurred prior to 1950, when it still was legal to hunt panthers. It was listed as endangered in 1967 and is protected under federal and state laws.
- Florida panther numbers declined to roughly 30 cats by the early 1980s. Severe inbreeding resulted in many health and physical problems. A genetic restoration project in 1995 was successful in improving the genetic health and vigor of the panther population.
- Florida panthers are found primarily in the Big Cypress/Everglades ecosystem in Collier, Lee, Hendry, Monroe and Miami-Dade counties.
- Florida panthers' home range sizes vary by sex and by individual. Female home ranges are typically 60-75 square miles whereas males' are typically 160-200 square miles.

FWC panther team

- There is no record of a Florida panther attacking a person. Florida panthers are rarely seen.
- The biggest threat to the future of the Florida panther is habitat loss. A number of panthers also die each year due to vehicle strikes on roadways.
- The Florida panther was chosen as the State Animal of Florida in 1982 by a vote of elementary school students throughout the state.



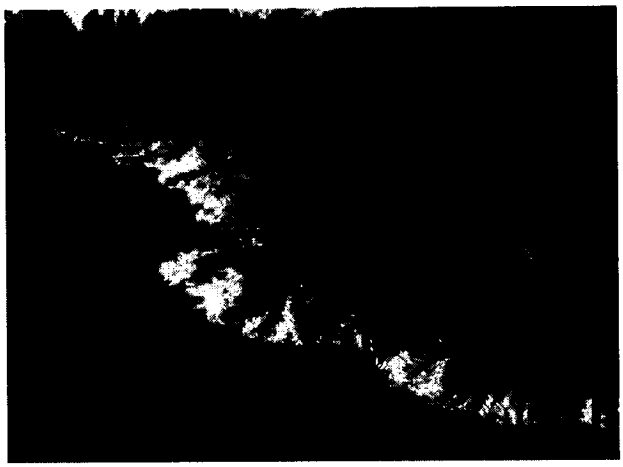
This brochure was produced through a partnership of the Audubon Society of Florida, Conservancy of Southwest Florida, Defenders of Wildlife, Florida Fish and Wildlife Conservation Commission, Florida Wildlife Federation, Friends of the Florida Panther Refuge, Mountain Lion Foundation, National Park Service, National Wildlife Federation, Seminole Tribe of Florida, University of Florida and the U.S. Fish and Wildlife Service.

Funding provided by the Florida Fish and Wildlife Conservation Commission, Friends of the Florida Panther Refuge and the National Fish and Wildlife Foundation.

APPENDIX I

PRESCRIBED BURNING INFORMATION

Florida Landowner Assistance Program
Practice Standard - Prescribed Burning



Definition

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

Purposes

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

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

Conditions Where Practice Applies

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

Criteria

I. General Criteria Applicable to All Purposes

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

II. Specific Criteria to Improve Wildlife Habitat

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

III. Specific Critera to Control Undesirable Vegetation

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

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

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

Considerations

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

Operation and Maintenance

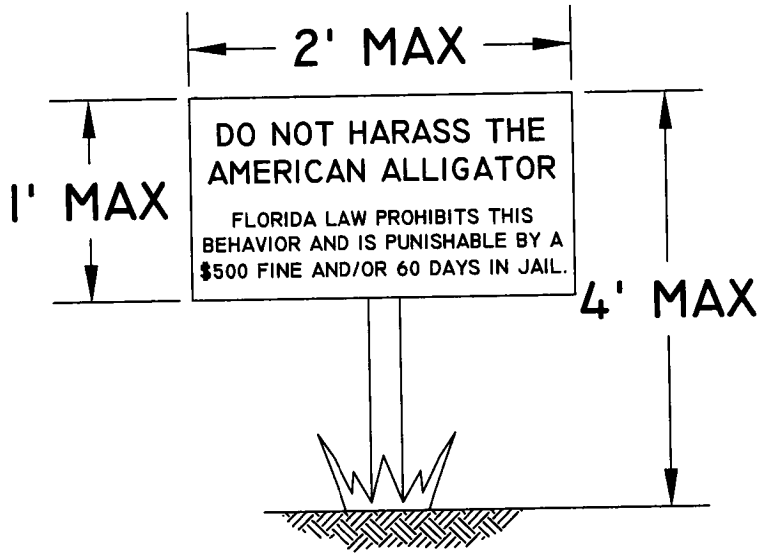
The following actions shall be carried out to insure that this practice functions as intended throughout its expecte life: 1) Evaluations to determine if the stated objectives were met and to improve coordination of future burns, 2) Initial evaluations should be conducted within 2 weeks following the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

Items to consider in these evaluations include:

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

APPENDIX J

AMERICAN ALLIGATOR MANAGEMENT AND PRESERVE SIGNAGE



TYPICAL AMERICAN ALLIGATOR SIGNAGE

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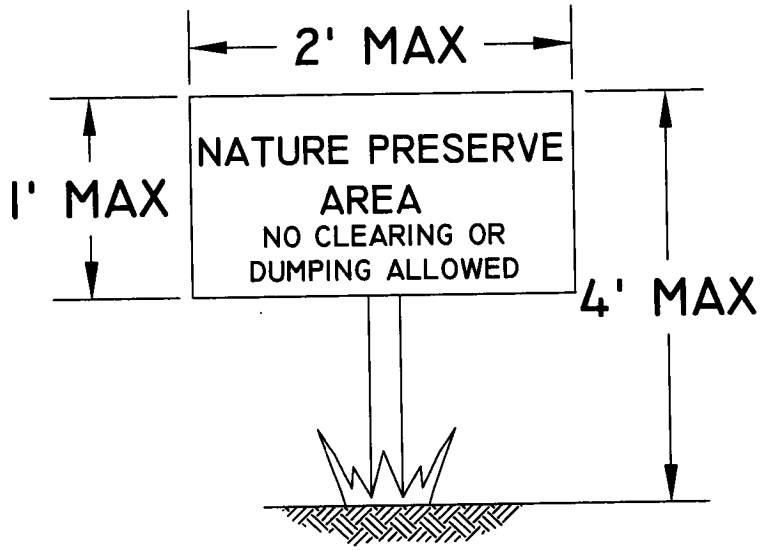

TYPICAL PRESERVE SIGNAGE

N.T.S.

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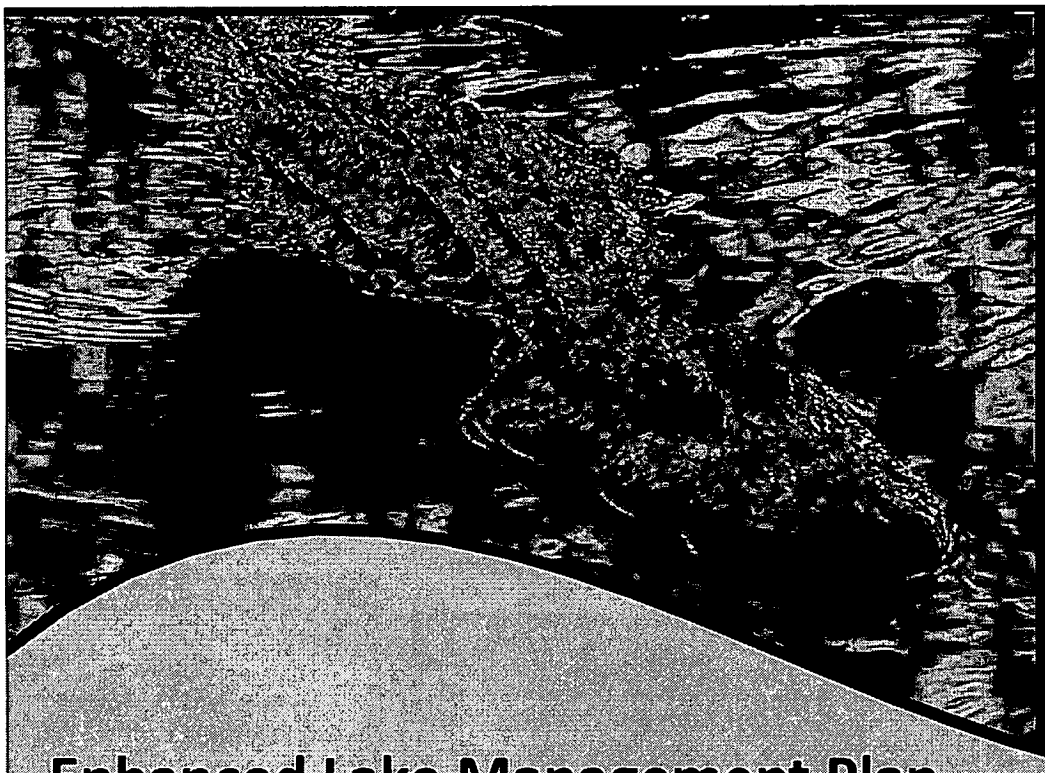
APPENDIX J. AMERICAN ALLIGATOR MANAGEMENT AND PRESERVE SIGNAGE
KINGSTON

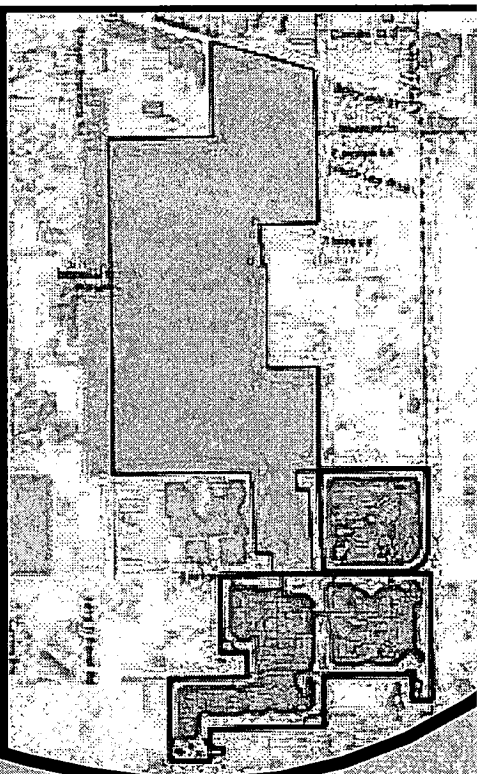
DRAWN BY	DATE
H.H.	03/14/22
REVIEWED BY	DATE
H.S.	03/14/22
REVISED	DATE

PASSARELLA & ASSOCIATES INC

EXHIBIT "E"

COVENANT TO CREATE ENHANCED LAKE MANAGEMENT/ MAINTENANCE PLAN





Enhanced Lake Management Plan
Kingston — Phase 1 (Pods 1, 2 & 3)
Lee County, Florida

Prepared By:
RESPEC Company, LLC

May 2024

Kingston Phase 1 – Enhanced Lake Management Plan Table of Contents

	Page
Introduction	1
Section 1. Historic Surface Water Hydrology	4
Section 2. Water Resources Best Management Practices	5
A. Construction Phase BMPs	5
B. Post-Construction Phase BMPs	6
Section 3. Lake Maintenance	7
A. General Provisions	7
B. Deep Lake Management	7
C. Nuisance and Exotic Vegetation Control	8
D. Littoral Vegetation Preservation	8
E. Fertilizer Application	9
F. Erosion Protection and Lake Bank Maintenance	9
G. Lake Education Program	9
H. Pesticide, Herbicide or Fungicide Applications	10
I. Underground Fuel Storage Tank Systems	10
Section 4. Corkscrew Wellfield Protection	11
A. Corkscrew Wellfield Protection	11
Section 5. Surface Water Quality Monitoring Program	12
A. General Data Quality Objectives	12
B. Surface Water Monitoring Goals	12
C. Surface Water Quality Monitoring	12
Section 6. Water Quality Data Reporting and Analysis	13
Section 7. Groundwater Level Monitoring Program	14
A. General Data Quality Objectives	14
B. Groundwater Monitoring Goals	14
C. Groundwater Level Monitoring	14
Section 8. Groundwater Level Monitoring Data Reporting and Analysis	15

	Page
Section 9. Remedial Actions	**16**
Section 10. In Conclusion	**17**

TABLES		PAGE
Table 1	Water Quality Sampling Schedule	18
Table 2	Surface Water Quality Analytes List	19

FIGURES

Figure 1	Proposed Development and the DR/GR	Attached
Figure 2	Conceptual Layout and Proposed Withdrawals	Attached
Figure 3	Proximity to Lee County's Wellfield Protection Zones	Attached
Figure 4	Proposed Surface Water Sampling Locations	Attached
Figure 5	Proposed Groundwater Level Monitoring Location	Attached

APPENDICES

Appendix A	Example of Deep Lake Aeration Device	Attached
Appendix B	Preliminary Report of Geotechnical Exploration	Attached
Appendix C	Lee County Fertilizer Ordinance No. 08-08	Attached

Introduction

Phase 1 of the proposed Kingston residential development offers a unique opportunity to enhance the groundwater resources of Lee County's Density Reduction/Groundwater Resource (DR/GR) area due to the potential for significant reductions in permitted irrigation quantities as a result of the change in land use. Currently, an existing Water Use Permit (WUP), No. 36-00077-W, authorizes agricultural operations that occupy approximately 2,090 acres with a permitted Annual Allocation of 1,927.86 million gallons (MG), or 5.28 million gallons per day (mgd), of supplemental irrigation quantities from both the Water Table and Sandstone Aquifers. Phase 1 of the proposed Kingston residential development will incorporate approximately 333 acres of lawn and landscape area with an estimated irrigation demand of 427.7 MG, or 1.17 mgd, to be provided solely through the Water Table Aquifer as well as surface water (captured stormwater). Therefore, the difference between existing and proposed irrigation uses will result in the retirement of approximately 1,500.16 MG or 4.11 mgd of groundwater supplies which represents an approximate 78% reduction. Despite the project's proposed use of the Water Table Aquifer for irrigation, there is a proposed decrease / retirement of Water Table Aquifer quantities of approximately 459.1 MG, or 1.26 mgd, and a complete elimination / retirement of all Sandstone Aquifer quantities (1,041 MG or 2.85 mgd). The retirement of permitted quantities of this magnitude will provide for a substantial benefit to the water resources of the DR/GR.

Phase 1 of the proposed Kingston residential development encompasses approximately 2,471.96 +/- acres, the location of which is shown in **Figure 1**, and has a long farming history with sections of the property currently being used for the cultivation of citrus, sod, and row crops. In accordance with Lee County's Comprehensive Plan (The Lee Plan), proposed developments within the DR/GR must demonstrate the protection, preservation, and enhancement of groundwater resources and environmental (wetland) systems. Phase 1 of the Kingston project not only proposes the reduction in permitted quantities described above, but also includes additional resource protections, culminating in the following Water Resource Benefits to the DR/GR.

Water Resource Benefits

- The total proposed lawn and landscape area within the Kingston development represents a decrease of approximately 1,757 acres (approximately 84 percent reduction) as compared to the existing agricultural areas. The reduced footprint not only decreases irrigation demands, but also significantly reduces applications of fertilizer, pesticides, and herbicides, thereby further enhancing water quality within the DR/GR.

- There are currently 26 known irrigation wells onsite that are finished into the Water Table and Sandstone Aquifers associated with WUP 36-00077-W. The proposed Kingston development is anticipated to utilize approximately 18 irrigation wells that are exclusively finished into the Water Table Aquifer. The reduction in the number of withdrawal points (reduction of approximately 31 percent) further reduces groundwater impacts and the areal extent of groundwater drawdowns. This reduction further contributes to the recovery of groundwater levels within the DR/GR.

- Phase 1 of the Kingston development will utilize both groundwater and captured stormwater for irrigation, whereby groundwater quantities from the Water Table Aquifer are used to supplement surface water irrigation supplies within the project's stormwater management system lakes. If adequate supplies of surface water are stored in the development's wet detention areas, no groundwater augmentation will occur. During droughts or adverse hydrologic conditions, augmentation of lake volumes may be necessary. Augmentation or recharging of the lake with groundwater can only occur at a gallon for gallon ratio, when compared to what was used for irrigation (i.e. 10,000 gal used for irrigation, then 10,000 gal recharged). Irrigation quantities will then be withdrawn from the lakes via surface water pump stations to irrigate lawn and landscaped areas. The conjunctive use of both ground and surface water supplies when adequate surface water supplies are available is anticipated to conserve additional groundwater supplies from the Water Table Aquifer as well as improve local water quality, thereby furthering the project's resource benefits within the DR/GR.

- The project includes a master-controlled irrigation system that will regulate the initiation (i.e., start-up) and overall duration of irrigation events in order to increase irrigation water use efficiency and enhance water conservation (i.e., no individual homeowner will have access to irrigation timers). Evapotranspiration sensors are also proposed for each irrigation pump station and future plans may include an integrated communication system between the controller clocks and the irrigation pump station(s).

- Currently there is little, if any, stormwater attenuation or treatment onsite. Improved surface water quality is anticipated through the creation of numerous interconnected stormwater management system lakes.

- Only professional landscape businesses registered with Lee County will be allowed to perform their services at the Kingston development. Proof of completion of a Lee County-approved Best Management Practices (BMP) training program will be required.

- Phase 1 of the Kingston project also includes surface water quality monitoring of hydrologically important locations such as outfalls, canals, and other features necessary to document improvements to surface water quality due to the proposed change in land use.

- In addition, Phase 1 project includes a detailed Water Table Aquifer wetland monitoring plan. The dedicated wetland monitoring wells will be outfitted with electronic water level measuring devices that will record measurements every six (6) hours, i.e., four times daily, to ensure protection of the water resources. The purpose of the groundwater monitoring program is to establish site-specific baseline groundwater levels within on-site wetlands prior to completion of the proposed irrigation system that will then be compared to post-development groundwater levels to ensure that no adverse impacts occur to the water resources of the DR/GR or surrounding existing legal users within the Water Table Aquifer.

Collectively, these Water Resource Benefits represent a unique benchmark of water resource and environmental protection and, in many cases, exceed the future land use requirements contemplated by Lee County's Comprehensive Plan. To facilitate both the use and understanding of project specific elements, the Phase 1 Kingston ELMP contain Sections that address key water resource protection measures, with each of the main ELMP Sections in turn divided into Subsections that provide specificity regarding the management actions necessary to safeguard the water resources. Where applicable, BMPs are provided to highlight specific water resource protection measures.

Section 1. Historic Surface Water Hydrology

To better understand the proposed water resource management actions contained within this ELMP, it is important to provide a basic context of the historic, pre-development surface water flows on the Phase 1 property.

Prior to agricultural development, the project site was characterized as open rangeland and pine flatwoods interspersed with wet prairies, marshes, and cypress forest. Historic aerial photography indicates a series of shallow depressions forming wetland slough systems, or flow-paths, that conveyed surface water downslope to the southwest. With the advent of agricultural development, these features were largely backfilled, ditched and drained, resulting in surface water flows being redirected south.

Agricultural development of the site began in the late 1950's and before engineering designs for stormwater management facilities were required. Therefore, the early farming approach to seasonal high-water levels was to drain, and in some cases pump, stormwater away from the farm fields through ditches and canals. The early drainage system used by the farmers also included "rim-ditching" around internal wetlands and sloughs. These ditches were used to control the elevation of surface water within the wetlands and to keep water levels from intruding into the farm fields.

Phase 1 of the Kingston project aims to eliminate all wetland rim-ditching and lift pumps in order to help restore wetland system hydroperiods. In addition, the proposed hydrologic restoration of the site includes the re-establishment of historic flow-ways and flow-paths, including the acceptance of off-site stormwater flows. These actions will help restore the property's interaction with surrounding properties and further enhance the hydrology of the region.

Please note that Phase 1 of the Kingston property occurs within Water Body Identification (WBID) No. $3259B_1$ and is reported by the Florida Department of Environmental Protection (FDEP) as impaired for iron. Observations of significant iron staining on infrastructure onsite indicate that the groundwater is naturally high in iron. The high historic use of groundwater for irrigation most likely contributes to the iron impairment. Therefore, the reduction in groundwater use as a consequence of the proposed land use change is anticipated to greatly improve groundwater quality and may potentially address the existing impairment to WBID No. $3259B_1$. In addition, groundwater is proposed to augment / refresh on-site lakes which will allow for improved water quality when mixed with freshwater (i.e., surface water) prior to use for irrigation.

Section 2. Water Resources Best Management Practices

As Phase 1 of the Kingston project evolves from predominately a "construction phase" to "partial construction" and ultimately to a "post-construction" residential phase, the BMPs must also evolve to maintain water resource protection. Construction of the proposed Phase 1 development may take more than 10 years, depending on market conditions. However, the initiation of construction is anticipated to commence in 2024. Please note that the property will transition from agriculture to residential development, so while the site is under construction, active farming is proposed to continue in future development areas. At build-out, all farming activities and associated irrigation will be fully terminated.

A. Construction Phase BMPs

During construction of the proposed Phase 1 development, the greatest potential for impacts is associated with increased turbidity and/or potential spills of fuels/oils (hydrocarbons), otherwise known as Volatile Organic Compounds (VOCs) used to power earthmoving equipment, etc. Specific BMPs associated with the construction phase are provided below. The Developer will be responsible for maintaining compliance with all ELMP BMP requirements until such time that control of the development is transitioned to the Homeowner's Association (HOA) and/or Community Development District (CDD).

1. The site's general contractor shall be responsible for assuring that each contractor or subcontractor evaluates the work area before construction is initiated to determine if site conditions may pose problems for the safe and secure handling of any regulated substances.
2. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. There will be no intention to use, handle, produce or store regulated substances in violation of the Lee County Land Development Code Section 14-477, Stormwater Pollution Prevention Plan (SWP3) criteria.
3. Each contractor/subcontractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be familiar with procedures required to contain and clean up any releases of a regulated substance. Any tools or equipment necessary to accomplish the same shall be available in case of an accidental release.
4. In the event of a spill of a regulated substance, the contractor/subcontractor will immediately notify the Developer, who will in turn notify the Lee County Division of Natural Resources Director at (239) 533-8109 and the FDEP South District Office at (239) 344-5600. Additional measures, such as those described in this ELMP's Section 4 (Part A), may also apply.
5. Upon completion of construction, all unused quantities of regulated substances and their containment systems shall be completely removed from the construction site.

6. Proper turbidity abatement measures, as required by the SFWMD, the Florida Stormwater Sedimentation Control Inspector's Manual standards, and the FDEP National Pollutant Discharge Elimination System (NPDES) permit criteria, will be maintained while construction is ongoing or until adequate vegetation or other stabilization measures have been established.

B. Post-Construction Phase BMPs

After the Lee County Certificate of Compliance or the SFWMD stormwater management system certification is completed for Phase 1 of the development, the primary focus of the ELMP will be maintaining the stormwater management system lakes since all internal runoff will be routed to these features for treatment. It is also anticipated that the Developer will establish and create an HOA and/or a CDD that will be responsible for the operation and maintenance of all aspects of the stormwater management system including the lakes, associated stormwater conveyance and control components, and the flow-way system in perpetuity. At a minimum, the operation and maintenance of the stormwater management and flow-way systems will require compliance with the terms and conditions contained within this ELMP. Additional details on BMPs, including monitoring of surface water, are provided in Section 5 below.

Section 3. Lake Maintenance

A. General Provisions

Proper lake maintenance is an integral aspect of this ELMP since internal stormwater runoff may be discharged to restoration areas after treatment and attenuation. As an added protection to underlying groundwater resources, the excavation of the lakes will not penetrate any continuous impervious layer of clay. In addition, the groundwater withdrawn from the proposed (new) onsite wells will be used to replenish a subset of stormwater lakes as needed for use in the master irrigation system.

As shown on **Figure 2**, surface water irrigation pumps will "repump" groundwater supplies and detained stormwater (surface water) for the irrigation of the Phase 1 residential development. The recycling of surface water quantities is expected to further improve and maintain water quality water quality in the lakes. The stormwater lakes must be maintained in perpetuity and the following management actions are proposed. Specific post-construction BMPs are also provided.

B. Enhanced Deep Lake Management Plan

Several stormwater management lakes within the Phase 1 residential development are proposed to be constructed deeper than 12 feet in depth, as shown in **Figure 2**. In accordance with Lee County Land Development Code Section 10-329(d) (3), these lakes are therefore designated as "deep lakes" and are subject to specific criteria, as outlined within the Enhanced Deep Lake Management Plan (EDLMP) Section provided herein. Based on Lee County Code, the proposed deep lakes will satisfy the following criteria:

1. The stormwater management deep lakes will not exceed a maximum water depth of 20 feet below land surface and will not penetrate any continuous impervious layer of clay. As required by Lee County Land Development Code Section 10-329 for all excavations deeper than 20 feet below land surface, approval as a planned development rezoning deviation or as a condition of a zoning special exception has been applied for and approved.

2. A destratification (i.e., aeration) system will be installed in any lake that exceeds a 12-foot water depth. Documentation that the proposed destratification system is adequately sized and designed for each lake deeper than 12 feet will be submitted to Lee County for approval. An example of a deep lake aeration device is provided as **Appendix A**.

3. Native shade trees meeting the specifications of Lee County Land Development Code Section 10-420 will be planted around each deep lake perimeter at approximately one tree per 100 feet of lake shoreline measured at the detention lake's water level control elevation. Trees and other plants may be grouped or clustered together around the lake perimeter. Proposed modifications to these criteria will require approval as a planned development rezoning deviation or as a condition of a zoning special exception. A deviation to allow 20% additional littoral plants, in lieu of deep lake trees, was approved

with the final judgment approving settlement agreement case no 22-CA-002743, dated March 27, 2023, as recorded under instrument no. 2023000027647.

4. The deep lake management techniques, including operation of the destratification system, will be maintained for the life of the stormwater management system, and will be recorded in the development's covenants, in accordance with the County Attorney's Office.

5. A post-construction bathymetric survey verifying each deep lake's finished water depth, sealed by a professional surveyor and mapper, will be submitted to Lee County for approval.

A preliminary geotechnical exploration report for the subject property is provided as **Appendix B.** Please refer to Sheets 24 and 25 as well as soil profiles on sheets 37 – 44 of the attached report for boring information within the relevant project areas.

C. Nuisance and Exotic Vegetation Control

The HOA and/or CDD will be responsible for the removal (in perpetuity) of all nuisance and exotic vegetation from the Phase 1 stormwater management system as defined by the Lee County Land Development Code.

1. Lakes must be inspected annually, and any prohibited vegetation must be removed by the use of hand-clearing or appropriate chemical treatment. Only aquatic-approved compounds may be utilized in the stormwater management system lakes.

2. Herbicides and/or algaecides may only be applied by a licensed professional applicator who meets the requirements of Lee County, and in accordance with manufacturer specifications. All applicable local, state and/or federal guidelines and requirements will also be followed.

D. Littoral Vegetation Preservation

Littoral zone vegetation is required to be installed by the Developer and maintained by the HOA and/or CDD (in perpetuity). Littoral zones provide habitats for wading birds, fish and aquatic invertebrates and also help to stabilize shorelines and reduce lake bank erosion.

1. Littoral plants that die will be replaced in accordance with Lee County Land Development Code requirements. The presence of littoral plants throughout the lakes is desirable and may also help to improve the water quality within the lakes.

2. The spread of littoral plants will be encouraged throughout the designated littoral areas.

3. Mechanical trimming or the use of land-based herbicides on desirable littoral plants is prohibited. Any trimming or removal of vegetation required to promote the survival and viability

of littoral vegetation will be performed by hand or by approved aquatic herbicides and methods.

E. Fertilizer Application

Strict adherence will be maintained with Lee County's Fertilizer Ordinance. Individual lot owners are prohibited from applying fertilizer to their lots. Any person(s) applying fertilizers must have received a limited certification in compliance with Florida Statute 482.1562 prior to application of any and all fertilizers. Additionally, fertilizer content and application rate must be in compliance with Lee County's Fertilizer Ordinance. The Lee County Fertilizer Ordinance No. 08-08 is provided as **Appendix C**.

1. All professional landscape businesses must register with Lee County prior to performing landscape fertilization services within unincorporated Lee County.

2. At least one (1) employee of a firm employed to perform landscape fertilization services must be a Certified Professional Landscaper.

3. Proof of completion of a Lee County-approved BMP training program is proposed to be provided to the Division of Lee County Natural Resources.

4. At least one (1) BMP-trained employee must be onsite while fertilizers are applied. A registration decal provided by the division must be displayed on all company vehicles.

F. Erosion Protection and Lake Bank Maintenance

Lake banks are susceptible to erosion due to overland flow of stormwater runoff, wave action, and the natural seasonal fluctuation of water levels. Accordingly, lake banks within the project are designed to minimize this potential for erosion.

1. Lake banks will be inspected annually to identify areas of erosion. Once identified, the erosion will be repaired and the source of erosion shall be eliminated, if possible.

2. Where excessive erosion occurs, repair of the lake banks and/or enhancement of stabilization measures may be necessary.

3. No motorized boats will be allowed within any of the onsite stormwater management lakes.

G. Lake Education Program

A narrative explaining the benefits of littoral vegetation, lake maintenance and surface and groundwater quality will be made available to residents.

1. Lake experts will be encouraged to attend the HOA and/or CDD meetings annually to discuss the lake system operation and maintenance requirements.

2. Homeowners will be informed that they are prohibited from removing or trimming littoral vegetation.

3. Additionally, the homeowners will be made aware of the extreme importance regarding any introduction of hazardous materials or substances into the lakes.

H. Pesticide, Herbicide or Fungicide Applications

All applications of pesticides, herbicides, algaecides and/or fungicides shall be applied by a licensed professional applicator, meet the requirements of Lee County, be applied in accordance with the manufacturer's specifications, and shall meet all applicable local, state and/or federal guidelines and requirements. Only approved aquatic herbicides may be used to treat the stormwater management system.

1. Homeowners shall be prohibited from applying pesticides, herbicides and/or fungicides to their lots. These activities will only be performed by certified contractors approved by the HOA and/or CDD.

2. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into the stormwater management system is prohibited. This requirement shall not apply to the use of chemical agents by certified lake management specialists for the control of algae and nuisance vegetation within the stormwater management system lakes. However, application of such agents shall be in compliance with the requirements of Lee County, applied in accordance with the manufacturer's specifications, and meet all applicable local, state and/or federal guidelines and requirements.

3. Pesticides, fungicides and herbicides will be used only in response to a specific problem and in the manner and amount recommended by the manufacturer. Broad application of pesticides, fungicides and herbicides as a preventative measure is prohibited.

I. Underground Fuel Storage Tank Systems

1. In the event that a fuel dispensing and storage system, i.e., gas station, is proposed, the facility must be registered and strictly adhere to the requirements of Chapter 62-761 Florida statutes and meet all FDEP construction and monitoring requirements therein. Proper financial responsibility shall be maintained and be demonstrated to the County and the Department for all storage tank systems. The responsible party must also be able to prove the ability to pay for cleanup of a discharge and cover all liabilities resulting from a discharge of petroleum or petroleum products at the site.

Section 4. Corkscrew Wellfield Protection

A. Corkscrew Wellfield Protection

Phase 1 of the Kingston development is not located within a Lee County Wellfield Protection Zone and is approximately 2.2 miles east of the outside extent of the 10-year travel time Wellfield Protection Zone, as shown in **Figure 3**. Therefore, measures regarding Wellfield Protection are not applicable to this ELMP. The level of water quality assurance offered by this ELMP offers abundant assurance that, in the unlikely event that degradation of water quality or contamination occurs, ample time exists to initiate remedial measures and safeguard Lee County's nearest production well. Further assurance in regard to protecting water quality within the DR/GR is demonstrated by the proposed surface water quality monitoring described in **Section 5** and shown in **Figure 4**.

Section 5. Surface Water Quality Monitoring Program

A. General Data Quality Objectives

All surface water quality samples will be collected in accordance with Chapter 62-160, Florida Administrative Code (F.A.C.), and the FDEP's Standard Operating Procedures (SOPs) DEP-SOP-001/01 FQ 1000 Field Quality Control Requirements and FDEP-SOP-001/01 FS 2100 Surface Water Sampling. A summary of the proposed Phase 1 surface water sampling schedule is provided in the attached **Table 1.**

B. Surface Water Monitoring Goals

The purpose of the Phase 1 surface water monitoring program is to assure that surface water coming onto, originating within, and leaving the project meet all applicable requirements of the SFWMD Environmental Resource Permit (ERP) program authorized pursuant to Part IV of Chapter 373, F.S. and all applicable requirements of Chapter 62-302, F.A.C., Surface Water Quality Standards. Please note that if there is no flow observed at any of the designated flow-way system monitoring points at the time of sample collection, the "no flow" condition will be noted, and no surface water sample will be taken. Additional surface water quality parameters may be required if the FDEP determines that the sub-watershed or FDEP WBID No. $3259B_1$ becomes impaired.

C. Surface Water Quality Monitoring

Surface water quality grab samples will be collected per FDEP protocol and analyzed by a NELAC/TNI-certified laboratory. The surface water quality parameters to be tested are listed below and summarized in the attached **Table 2.** In addition, the attached **Table 2** also includes the laboratory's Accuracy, Precision, and minimum Method Detection Limit (MDL). Please note that the Practical Quantitation Limit (PQL) for each parameter varies between laboratories, however the PQL typically equates to four times the MDL.

- **Field Parameters – Depth of Water, Dissolved Oxygen, pH, Temperature, Total Dissolved Solids and Specific Conductivity**
- **Lab Parameters – Total Nitrogen, Nitrate and Nitrite, Ammonium, Ammonia, Total Kjeldahl Nitrogen, Total Phosphorus, Chlorophyll-a, Ortho-phosphate, Total Hardness and Total Iron.**

One pre-development background water quality sampling event will be conducted incorporating four (4) background surface water sampling locations, as shown in **Figure 4**. Surface water quality monitoring shall be continued for a minimum of five (5) years after operational completion of all the stormwater management system components at the four (4) surface water sampling locations (i.e., outfalls) shown in **Figure 4**. After five (5) consecutive years of testing, a request for discontinuation or reduction in the monitoring requirements will be proposed to the Lee County Natural Resources Department if it can be demonstrated that the surface water quality is being maintained within applicable State standards.

Section 6. Water Quality Data Reporting and Analysis

Surface water quality data will be submitted to the Lee County Natural Resources Department staff in an approved electronic format within 30 days of receiving results from the contract laboratory if an issue has been detected. Otherwise, data will be submitted annually. The submittal will include all field notes, field, and laboratory water quality data results and all previously collected (i.e., period of record) water quality data. The submittals will also include a brief narrative on the most recent sample collection, sample chain of custody, descriptions of any re-testing of erroneous values, analysis of potential contributing factors, and any water quality exceedances. In addition, a comparison of parameter results to the FDEP Class III Water Quality Standards will be conducted, as outlined in F.A.C. Chapter 62-302.

By **March 1 of each year**, a Water Quality and Water Level Summary Report for the preceding calendar year shall be supplied to Lee County Natural Resources staff which summarizes the surface water testing results for the development. The results will include a summary table that lists all the field and laboratory parameters for the monitoring locations. Laboratory parameter concentrations that fall below the PQL for that parameter will be reported with no value; however, a value qualifier of "I" (i.e., between the MDL and PQL) or "U" (below the MDL) will be included in the summary table.

All water quality data for the analytes listed in the attached **Table 2** that are detected in concentrations above the laboratory PQL will be reviewed, graphed, and statistically analyzed for trends and exceedances above two (2) standard deviations of the mean of all values. Any reported concentrations above the MCL will be clearly identified, as well as remedial actions which were used to timely reduce that particular analyte's concentration.

Section 7. Groundwater Level Monitoring Program

A. General Data Quality Objectives

The groundwater level monitoring plan will include construction of five (5) dedicated Water Table Aquifer monitoring wells within on-site wetlands, as shown in **Figure 5.** The wetland monitoring wells will be outfitted with electronic water level measuring devices that will record measurements every six (6) hours, i.e., four times daily, to ensure protection of the water resources.

B. Groundwater Monitoring Goals

The purpose of the groundwater (i.e., wetland) monitoring program is to establish site-specific baseline water levels within on-site wetlands prior to completion of the proposed irrigation system, that will then be compared to post-development groundwater levels to ensure that no adverse impacts occur to surrounding wetlands, water resources or existing legal users.

C. Groundwater Level Monitoring

As previously stated, the proposed wetland monitor wells will be fitted with electronic water level recording devices that will take measurements every six (6) hours, i.e., four times daily. Groundwater level monitoring shall be continued for a minimum of five (5) years after the operational completion of the irrigation system. After five (5) consecutive years of groundwater level monitoring, a request for discontinuation or reduction in monitoring requirements will be proposed to Lee County Natural Resources Department if it can be demonstrated that groundwater levels are being maintained.

By **March 1 of each year,** a Water Quality and Water Level Summary Report for the preceding calendar year shall be supplied to Lee County Natural Resources staff which summarizes the groundwater level results for the development. Trends in wetland water level data will be summarized along with any measures deemed necessary to protect the water resources of the DR/GR.

Section 8. Groundwater Level Monitoring Data Reporting and Analysis

Groundwater (i.e., wetland) level monitoring data will be submitted quarterly to the Lee County Natural Resources Department staff in an approved electronic format. The submittal will include all groundwater level data results, including all previously collected (i.e., period of record) data.

Section 9. Remedial Actions

In the unforeseen event that any significant surface water impacts are identified as a result of a hydrocarbon spill or pesticide/herbicide application at the subject property, the Developer or designee of the HOA and/or CDD will notify the Director of the Lee County Natural Resources Division within no more than 12 hours (or next business day). If a spill or release "presents an immediate threat to human health and/or the environment" then the FDEP Office of Emergency Response (OER) will be contacted within 24 hours. Guidance outlining the definition of a release as well as reporting procedures is presented in the OER webpage located at:

http://www.dep.state.fl.us/per/reportable incident.htm.

The Developer or their successor(s) will coordinate contamination assessment and remediation efforts with Lee County and will comply with applicable local, state, and federal permitting requirements. The initial phase of the remediation plan will consider the actions outlined in **Section 5** and may consist of temporary monitoring wells installed for the short-term temporal monitoring of potential subsurface impacts and to evaluate the horizontal and the vertical distribution of the impacted area. Based on the findings of the initial phase, if necessary, a more comprehensive assessment may be required.

Section 10. In Conclusion

The information and technical requirements in this ELMP are provided to the Developer or designee of the HOA and/or CDD to assist with understanding the importance of a well-maintained and fully-functioning stormwater management system. The stormwater management system lakes within the Phase 1 development are not only required by state law but can also be a source of beauty and enjoyment for the residents while maintaining the value and integrity of the water resources. The Kingston flow-way systems are integral hydrologic features that enhance the project site and promotes increased recharge to the shallow Water Table Aquifer. The overall reductions in permitted groundwater quantities requested as part of the Kingston development total approximately 4.1 mgd.

Therefore, the groundwater resource benefits and management actions required herein demonstrate an exceptional level of protection, preservation, and enhancement of groundwater and surface water resources within the DR/GR.

Table 1

Water Quality Sampling Schedule

Date	Sample Type	Sample Location
January-31	N/A	N/A
February-28	N/A	N/A
March-31	N/A	N/A
April-30	N/A	N/A
May-31	Surface Water	Outfall Weir 1, Outfall Weir 2, Outfall Weir 3, Outfall Weir 4
June-30	N/A	N/A
July-31	Surface Water	Outfall Weir 1, Outfall Weir 2, Outfall Weir 3, Outfall Weir 4
August-31	N/A	N/A
September-30	Surface Water	Outfall Weir 1, Outfall Weir 2, Outfall Weir 3, Outfall Weir 4
October-31	N/A	N/A
November-30	N/A	N/A
December-31	N/A	N/A

*See Figure 4 for surface water quality sampling locations

Table 2

Surface Water Quality Analytes

Field Parameters					
Parameter	**Units**	**Precision (%RPD)**	**Accuracy (%Recovery)**	**MDL**	**Sampling Frequency**
Depth of Water	Feet	0.01	NA	NA	3 times per year
Dissolved Oxygen	mg/L	FT 1000-1	FT 1000-1	NA	3 times per year
pH	SU	FT 1000-1	FT 1000-1	NA	3 times per year
Temperature	Deg C	FT 1000-1	FT 1000-1	NA	3 times per year
Specific Conductivity	µS/cm	FT 1000-1	FT 1000-1	NA	3 times per year
Laboratory Parameters (Nutrients)					
Total Nitrogen	mg/L	CALC	CALC	CALC	3 times per year
Nitrite + Nitrate	mg/L	5	90-110	0.004	3 times per year
Ammonium	mg/L	CALC	CALC	CALC	3 times per year
Ammonia	mg/L	17	90-110	0.008	3 times per year
Total Kjeldahl Nitrogen	mg/L	11	90-110	0.05	3 times per year
Total Phosphorus	mg/L	10	90-110	0.008	3 times per year
Chlorophyll-a	mg/L	20	93-108	0.25	3 times per year
Ortho-phosphate	mg/L	10	88-118	0.002	3 times per year
Total Hardness	mg/L	10	70-130	0.682	3 times per year
Total Iron	mg/L	10	70-130	0.029	3 times per year

Notes:

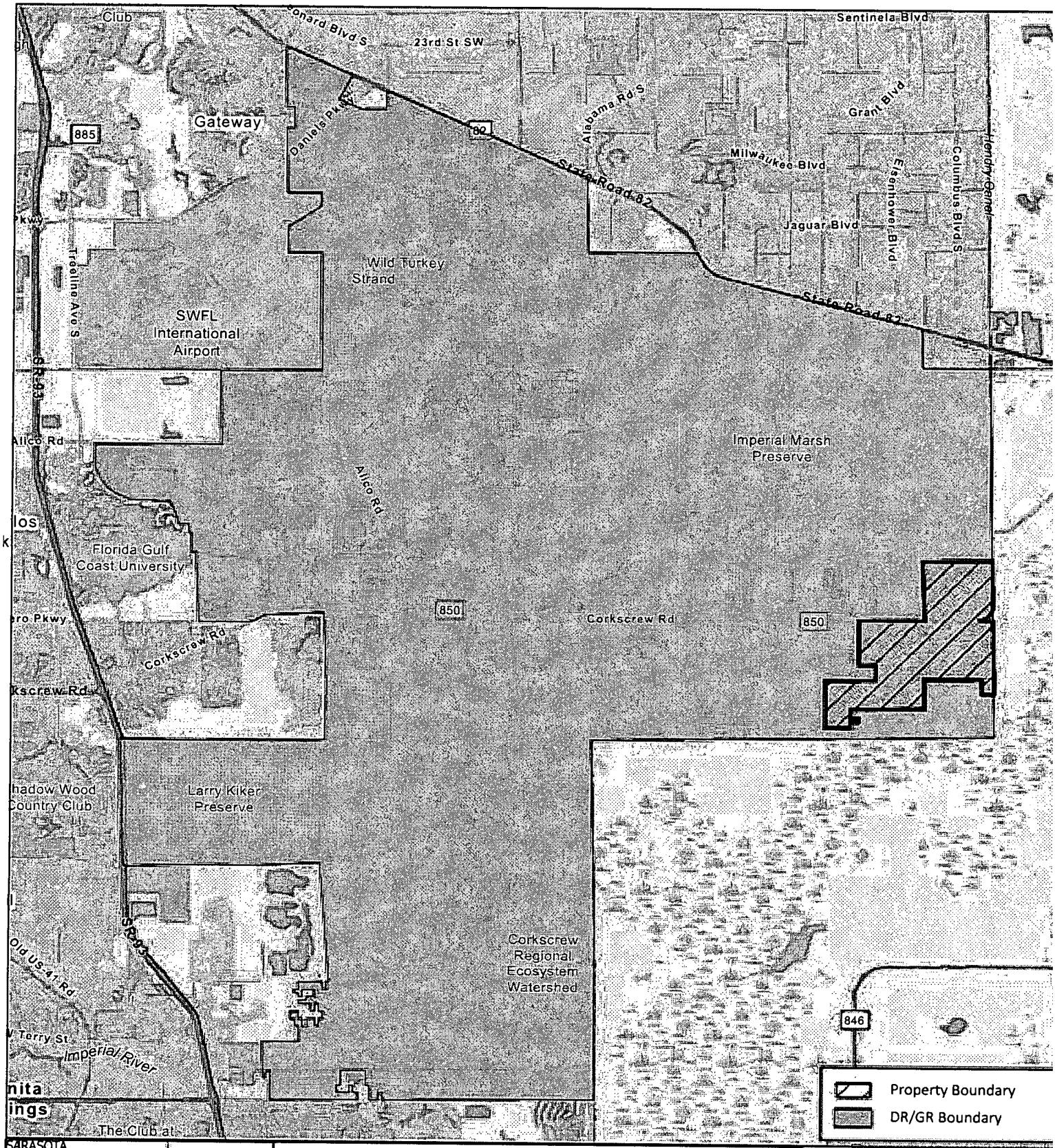


Figure 1
Kingston Phase 1 Property and the DR/GR
Lee County, Florida

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Scale: 1:140,000

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11/29/2023

Image: ESRI World Street Map

RESPEC

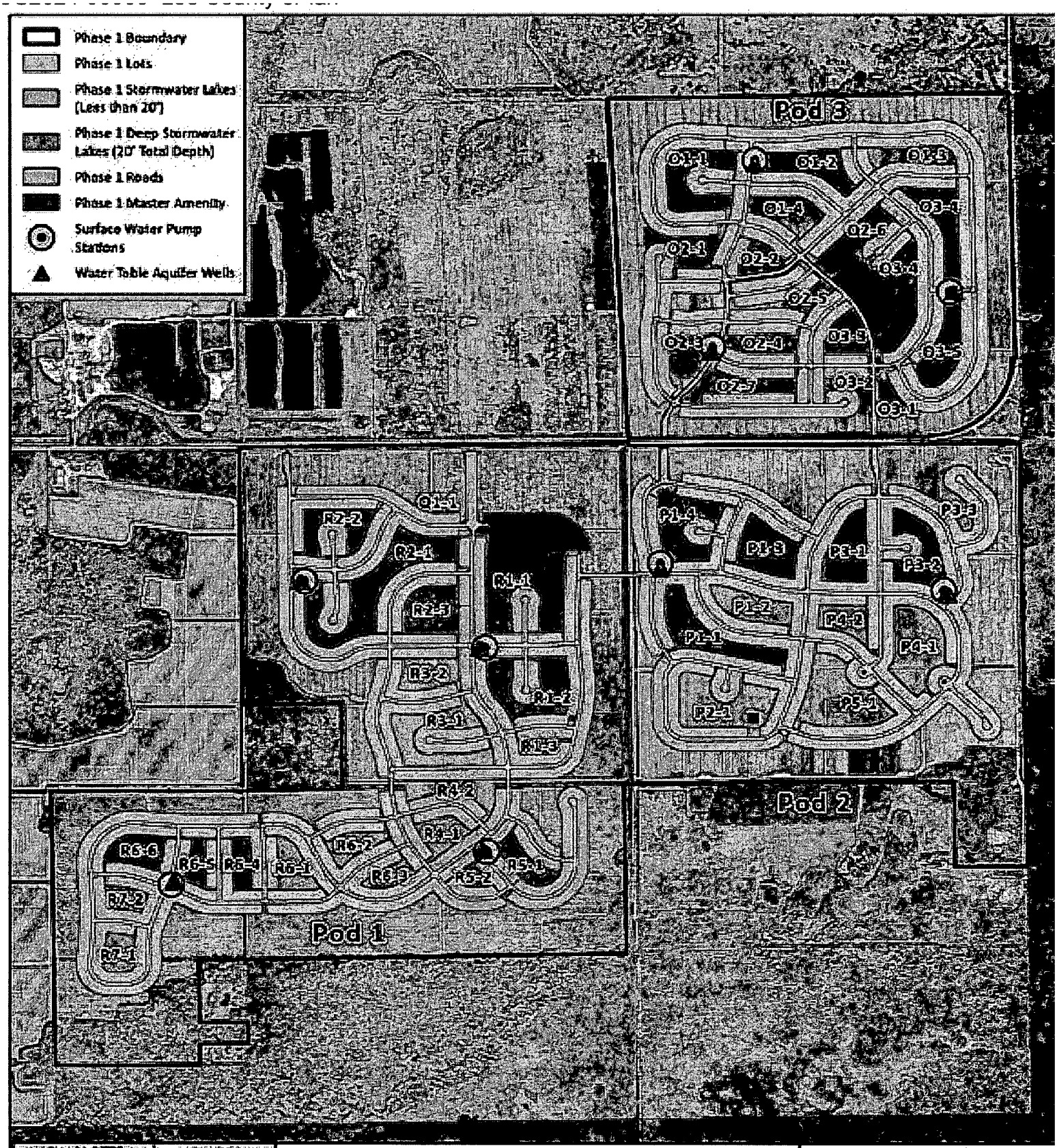

Figure 2
Kingston Phase 1 Conceptual Layout and Proposed Withdrawals
Lee County, Florida

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Scale: 1:24,000

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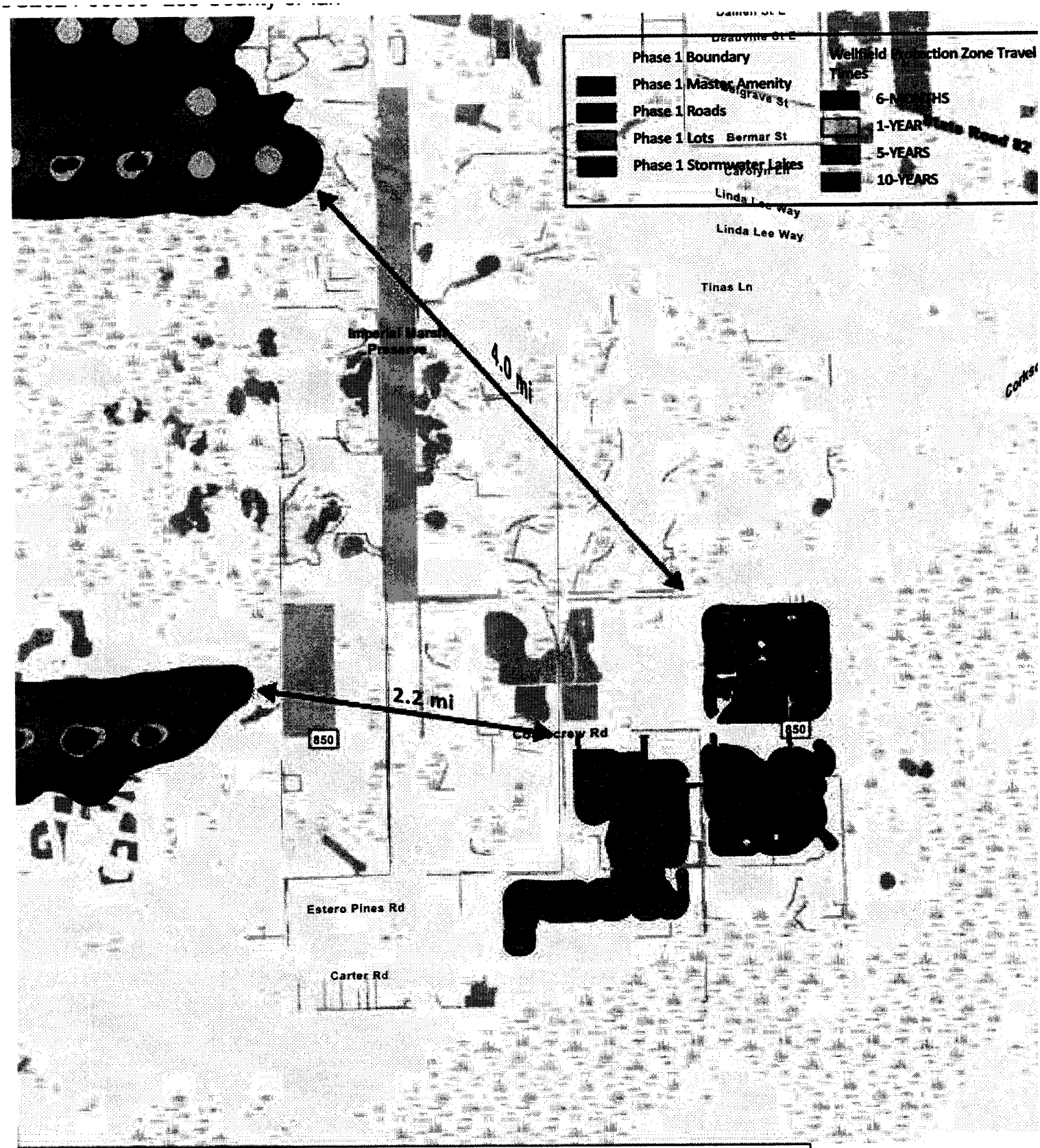

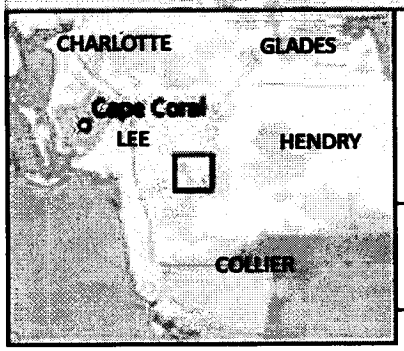

Figure 3
Proximity to Lee County Wellfield Protection Zones
Lee County, Florida

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Scale: 1:60,000

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11/29/2023

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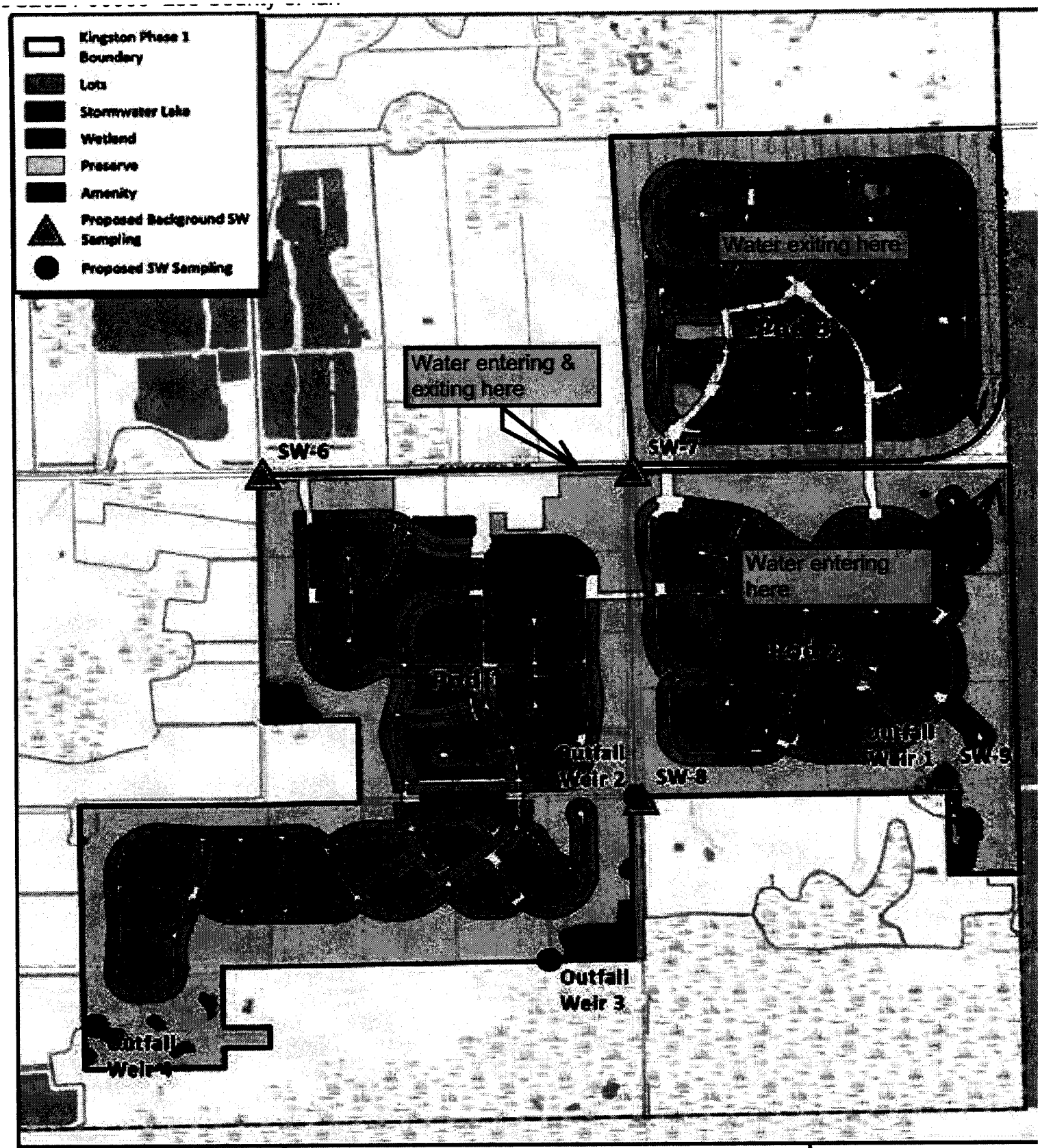

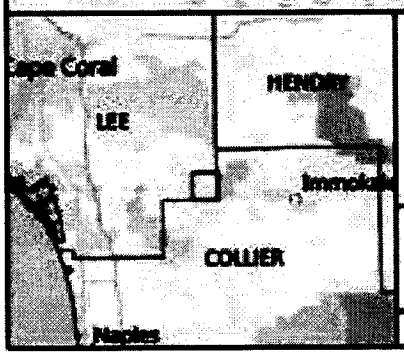

Figure 4
Kingston Phase 1
Proposed Surface Water Sampling
Lee County, Florida

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Scale: 1:25,000

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5/22/2024

Image: ESRI World Street Map

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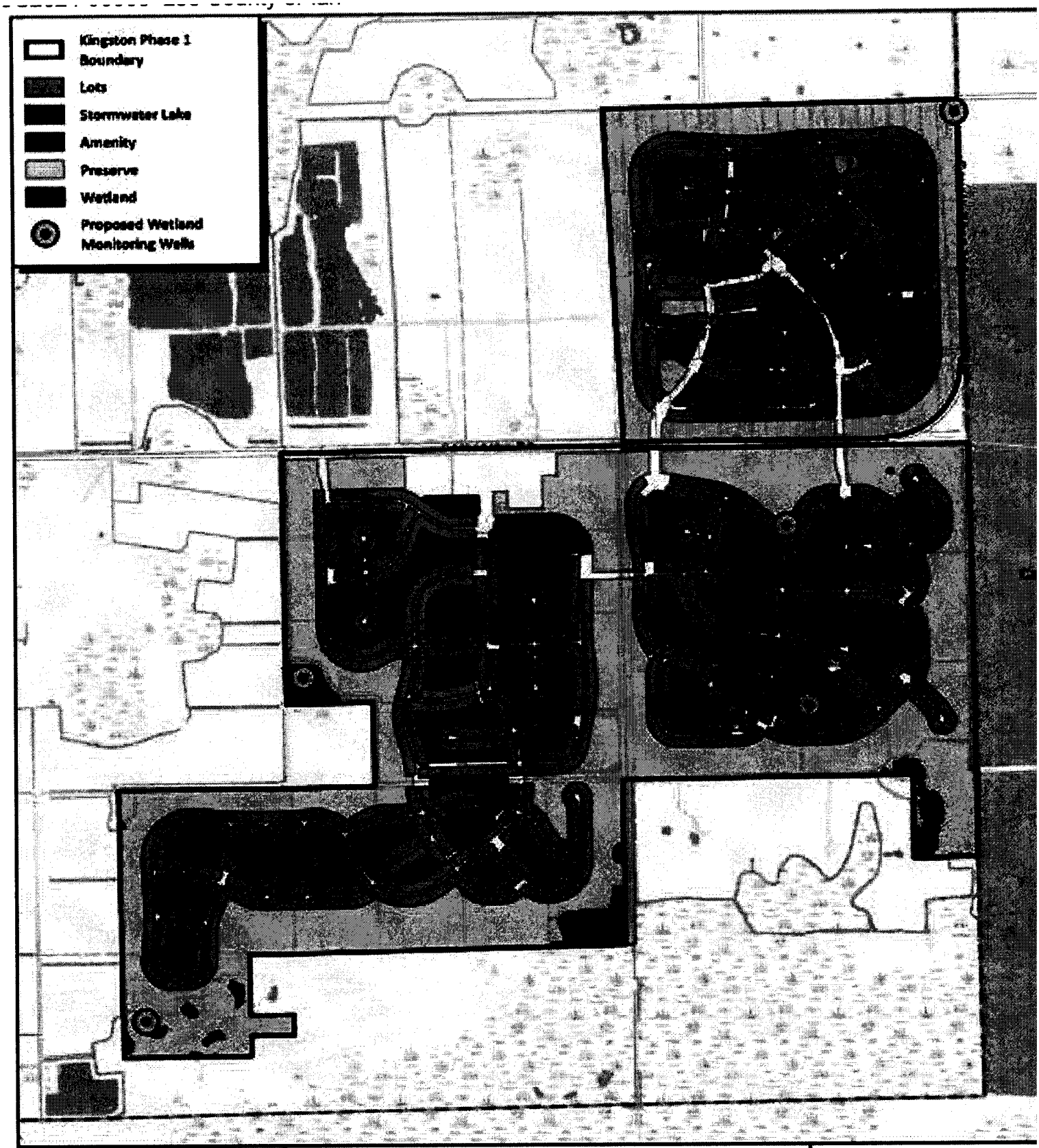

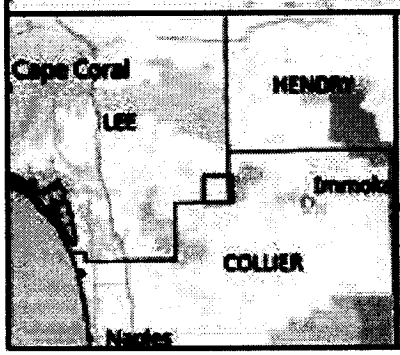

Figure 5
Kingston Phase 1
Proposed Wetland Monitoring Locations
Lee County, Florida

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Scale: 1:24,500

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5/24/2024

Image: ESRI World Street Map

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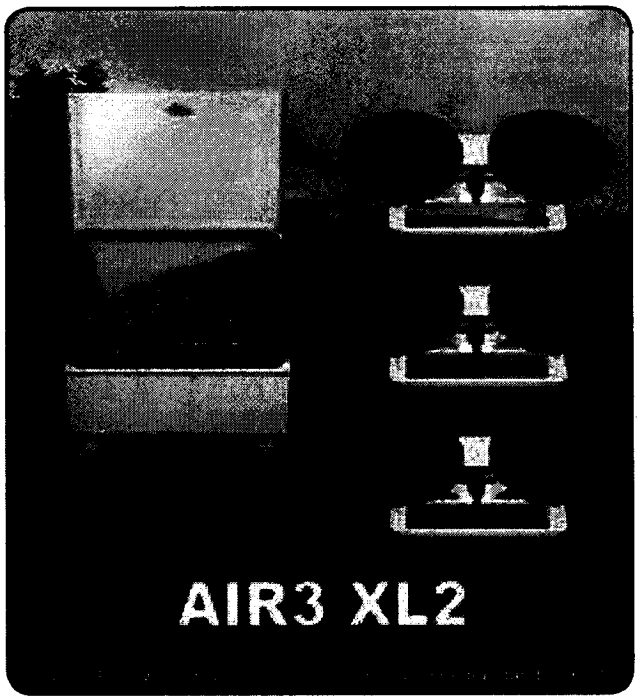
APPENDIX A

Example of Deep Lake Aeration Device

Vertex Water Features
Pond and Lake Aeration
BOTTOM AERATION

With Vertex MicronBubble™ Technology



AIR3 XL2™

The Vertex Air3 XL2™ pond aerator is a super-efficient, affordable and safe system. In a typical pond, an Air3 XL2™ can aerate approximately 3-4 acres depending on shape, slope, oxygen demand and other factors. A 1/2hp (0.37kW) Brookwood™ SafeStart™ compressor, housed in our rustproof aluminum outdoor cabinet, feeds three bottom mounted CoActive AirStations™ utilizing Vertex's MicronBubble™ technology. The rising force of millions of bubbles circulates the entire water column, entraining bottom water up to the surface allowing vital oxygen to be absorbed and poisonous gasses expelled. With no electricity in the water, Vertex's aeration systems are safe for any type of water recreation.

Our systems have a full 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits) plus a Limited Lifetime warranty against rust and corrosion on the cabinet, 5-year warranty on the AirStations™ and a 15-year warranty on BottomLine™ supply tubing.

FEATURES

- Total pumping capacity of up to 11,400 GPM
- Six 9" flexible membrane discs with MicronBubble™ technology
- Shallow water Airstation optional for depths lower than 8'
- Self-cleaning, low maintenance
- Powder-coated stainless steel self-sinking base unit designed to prevent sinking into soft bottom sediments
- 5-year "No Questions" warranty

BROOKWOOD™ COMPRESSOR

- 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits)
- Vertex SafeStart™ Technology
- UL, 115v or 230v, 35 Max PSI
- Thermal overload protection
- 1/2hp (0.37kW): low electrical costs
- 2-3 year extended duty cycle between scheduled maintenance

QUIETAIR™ CABINET

- Class "A" GFCI protection on all 115v circuits
- Powder coated aluminum for a durable attractive finish
- High capacity 290 CFM fan
- Easy access design with cam lock
- Easy plug-in connection to waterside electrical service
- Disconnect switch
- Heavy duty, light weight mounting pad included
- Sound dampening kit optional
- Limited lifetime warranty against rust

BOTTOMLINE™ TUBING

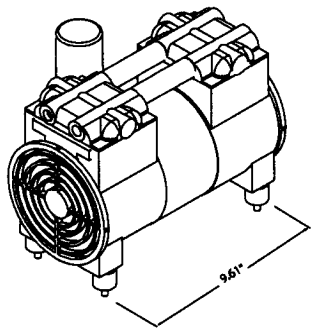
- Over-sized I.D. for high flow
- Self-weighted for easy installation
- Available in 100' and 500' increments
- 15-year Vertex warranty

BENEFITS TO THE LAKE

- High pumping rate easily penetrates stratification layers
- Circulates entire water column
- Increases oxygen levels throughout water column
- Promotes beneficial bacteria growth
- Prevents low oxygen fish kills
- Reduces nutrient levels and associated algae growth
- Oxidizes/reduces bottom muck
- Expands oxygenated habitat for improved fisheries
- Reduces aquatic midge and mosquito insect hatches
- Eliminates foul odors from undesirable dissolved gases
- Safe entry – no electricity in the water
- Extremely energy efficient

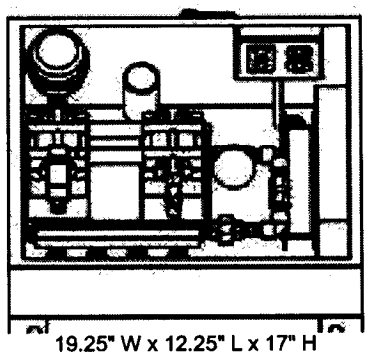
SPECIFICATIONS: AIR3 XL2™ LAKE AERATION SYSTEM

BROOKWOOD™ COMPRESSOR



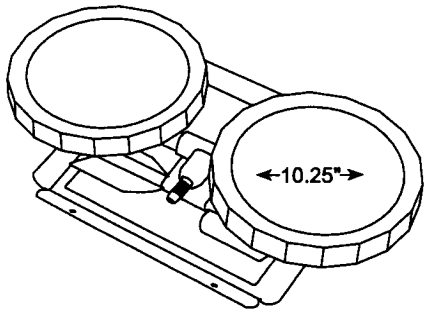
1/2hp (0.37kW), 115v or 230v, Single Phase piston type compressor. Built for continuous 24/7 operation and equipped with Vertex SafeStart™ technology allowing auto restart under maximum rated pressure without motor damage. Super-duty Brookwood™ compressors incorporate upgraded rotors, stators, valve plates, bearings and capacitors and are thermally protected, oil-free, and require no lubrication; just periodic cleaning of included washable air filter. Extended duty cycle is approximately 2 to 3 years for compressor maintenance, about 2 to 3 times the duty cycle of ordinary piston and rotary vane compressors. All Brookwood™ SafeStart™ compressors carry a 3-year Vertex warranty, excluding wearable parts (air filters and compressor maintenance kits).

QUIETAIR™ CABINET



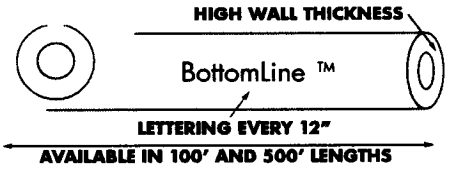
Enclosure comes equipped with cam lock for security, fully gasketed and constructed of aluminum with gray electrostatically-bonded powder coating to provide Limited Lifetime warranty against cabinet rust and corrosion. Enclosure furnished with stamped ventilation grills to insure forced air circulation and an integral cooling fan with thermal protection, producing 290 CFM to guard against excessive compressor operating temperatures. Cabinet provided with HDPE mounting pad. Enclosure comes with class a GFCI protection on both the compressor and fan circuits. Quick disconnect switch included. Side mounted muffler box and additional insulation optional for quiter operation.

AIRSTATION XL2™ ASSEMBLY



Diffuser station consists of two self-cleaning, 9" diameter, flexible membrane diffusers of EPDM compound with 100% rebound memory, each producing millions of fine 500 to 3000 micron bubbles – the majority 500 to 1000 microns. Each diffuser station base unit is made of powder-coated stainless steel and designed to prevent settling into soft bottom sediments. AIRSTATION™ is designed with adjustable diffuser riser to accommodate any site requirements. AirStations are independently tested and verified to provide stated pumping rates. 5-year warranty.

BOTTOMLINE™ SUPPLY TUBING



Self-weighted, direct burial submersible tubing for connection from compressor to diffuser stations. Tubing is flexible PVC composite construction for use with standard PVC solvent weld cement and insert fittings. Tubing has 0.58" I.D. and high wall thickness for long term durability and protection against punctures. Remains flexible in cold temperatures.

Vertex Water Features
Pond and Lake Aeration

(844) 432-4303 • info@vertexwaterfeatures.com
www.vertexwaterfeatures.com

Install all electrical equipment in accordance with Article 682 of the National Electrical Code and all local codes. Vertex Water Features reserves the right to improve and change our designs and/or specifications of our aerators without notice or obligation.

©Vertex Water Features rev.051116

APPENDIX B

Preliminary Report of Geotechnical Explortation

Universal Engineering Sciences

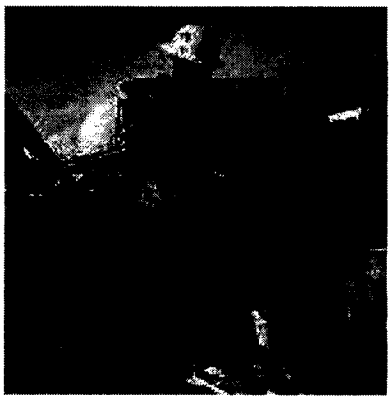
Florida's Leading Engineering Source

Preliminary Report of Geotechnical Exploration

King Ranch
Corkscrew Road
Eastern Lee County, Florida

April 19, 2022
UES Project No.: 0530.2200028.0000

For: CAM7-SUB, LLC



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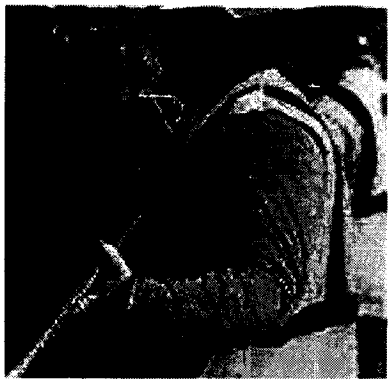
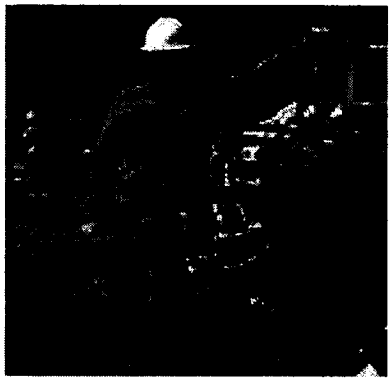




UNIVERSAL
ENGINEERING SCIENCES

April 19, 2022

Mr. Tony Cameratta
CAM7-Sub, LLC
21101 Design Parc Lane, STE 103
Estero, Florida 33928
Phone: (239) 425-8662
Email: Tcameratta@cameratta.com

Site: **Preliminary Geotechnical Exploration**
King Ranch
Corkscrew Road
Eastern Lee County, Florida
UES Project No.: 0530.2200028.0000

Dear Mr. Cameratta:

Universal Engineering Sciences (UES) has completed the subsurface exploration and geotechnical engineering evaluation for the above-referenced project in accordance with the geotechnical and engineering service agreement for this project. The scope of services was completed in accordance with our Geotechnical Engineering Proposal (0530.0122.00038), planned in conjunction with and authorized by you.

EXECUTIVE SUMMARY

The purpose of our preliminary subsurface exploration was to classify the nature of the subsurface soils and general geomorphic conditions and evaluate their impact upon the proposed construction. This preliminary report contains the results of our subsurface exploration at the site and our engineering interpretations of these, with respect to the project characteristics described to us including providing recommendations for site preparation and the design of the foundation system.

UES understands that the proposed project is planned to consist of the development of approximately 6,676 acres near the east end of Corkscrew Road in Eastern Lee County, Florida. UES anticipates the proposed development may include single-family residential structures, low-rise (1-4 story) multi-family apartment structures and single-story commercial structures. UES was provided with a copy of King Ranch Project Boundary plan prepared by J.R. Evans Engineering dated January 6, 2022. No other documents were provided at the time of this report. Specific building loads were not available at this time, but for the purposes of evaluating the bearing capacity and settlement values we have assumed the maximum loading conditions will be on the order of 80 kips for individual column footings and 7 kips per linear foot for continuous footings. UES anticipates nominal amounts (1 to 2 feet) of fill will be required to raise the site grades to finished levels. The recommendations provided herein are based upon the above considerations. When final site and design plans are completed, Universal Engineering Sciences should be retained to conduct additional (structure specific) borings and provide final recommendations.

A total of forty-four Standard Penetration Test (SPT) borings advanced to depths of approximately 25 to 30 feet below ground surface (BGS) were completed for this study.

The subsurface soil conditions encountered at this site generally consists of very loose to dense sands (SP), very loose to dense slightly silty sands (SP-SM), very loose to medium dense silty sands (SM), soft silts (ML), very loose to medium dense slightly clayey sands (SP-SC), loose to medium dense clayey sands (SC), stiff to very stiff clay (CL), soft to hard weathered limestone (WLS) and soft to hard limestone (LS) to the boring termination depths. Please refer to Appendix D: "Record of Test Borings" for a detailed account of each boring.

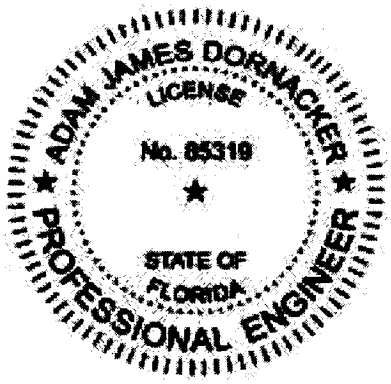
Based on our soil borings and knowledge of the project at the time of this report, the subsurface soil conditions at the project site are generally favorable for the support of the proposed structures on conventional shallow foundations or thickened edge post tension slab. Based on the preliminary subsurface exploration maximum allowable bearing pressure on the order of 2,000 to 2,500 psf may be used for foundation design. Based on the preliminary projected loads, expected settlement of the structures is less than 1 inch total and less than ½ inch differential.

When final site and design plans are completed, Universal Engineering Sciences should be retained to conduct additional (structure specific) borings to confirm our initial recommendations and provide final recommendations.

We appreciate the opportunity to be of service to you on this project and look forward to a continued association. Please do not hesitate to contact us if you have any questions or comments, or if we may further assist you as your plans proceed.

Respectfully Submitted,
Universal Engineering Sciences, LLC
Florida Certificate of Authorization Number 549

Ashok Neela
Staff Engineer



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on the date adjacent to the seal.

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Adam J. Dornacker, P.E. No. 85319
State of Florida
Geotechnical Department Manager

TABLE OF CONTENTS

1.0 INTRODUCTION 4
1.1 Scope of Services 4
1.2 Project Description 4

2.0 OBSERVATIONS 4
2.1 Site Conditions 4
2.2 Field Exploration 4
2.3 Lab Testing 5
2.4 Geomorphic Conditions 5
2.5 Hydrogeological Conditions 6

3.0 ENGINEERING EVALUATION AND RECOMMENDATIONS 6
3.1 General 6
3.2 Site Preparation 7
3.3 Design of Footings 8

4.0 PARKING AND ROADWAY CONSTRUCTION RECOMMENDATIONS 8
4.1 General Components 8
4.2 Compacted Subgrade or Embankment Fill 9
4.3 Stabilized Subbase 10
4.4 Base Course 10
4.5 Surface Course 10
4.6 Concrete Pavement 10
4.7 Effects of Water 11
4.8 Construction Traffic 11
4.9 Pavement Site Preparation 11

5.0 FILL SUITABILITY 12

5.0 REPORT LIMITATIONS 13

6.0 BASIS FOR RECOMMENDATIONS 14

Appendix A: Vicinity Map
Appendix B: Test Location Plan
Appendix C: Notes Related to Borings
Appendix D: Record of Test Borings
Appendix E: Discussion of Soil Groups
Appendix F: Laboratory Testing Results

1.0 INTRODUCTION

1.1 Scope of Services

The objective of our geotechnical services was to collect subsurface data for the subject project, summarize the test results, and discuss any apparent site conditions that may have geotechnical significance for building construction. The following scope of service is provided within this preliminary report:

1. Conduct forty-four Standard Penetration Test (SPT) borings to determine the nature and condition of the subsurface soils and preparing record logs of these soil borings depicting the subsurface soil conditions encountered during our field exploration.

2. Review each soil sample obtained during our field exploration for classification and additional testing, if necessary.

3. Evaluate the existing soil conditions found during our exploration with respect to foundation support for the proposed structures, roadways, and utilities.

4. Prepare this preliminary report to document the results of our field exploration, engineering analysis and foundation design recommendations.

1.2 Project Description

UES understands that the proposed project is planned to consist of the development of approximately 6,676 acres near the east end of Corkscrew Road in Eastern Lee County, Florida. UES anticipates the proposed development may include single-family residential structures, low-rise (1-4 story) multi-family apartment structures and single-story commercial structures. UES was provided with a copy of King Ranch Project Boundary plan prepared by J.R. Evans Engineering dated January 6, 2022. No other documents were provided at the time of this report. Specific building loads were not available at this time, but for the purposes of evaluating the bearing capacity and settlement values we have assumed the maximum loading conditions will be on the order of 80 kips for individual column footings and 7 kips per linear foot for continuous footings. UES anticipates nominal amounts (1 to 2 feet) of fill will be required to raise the site grades to finished levels. The recommendations provided herein are based upon the above considerations. When final site and design plans are completed, Universal Engineering Sciences should be retained to conduct additional (structure specific) borings and provide final recommendations.

2.0 OBSERVATIONS

2.1 Site Conditions

The recovered samples were not evaluated, either visually or analytically, for chemical composition or environmental hazards. UES would be pleased to perform these services for an additional fee, if required.

2.2 Field Exploration

Our preliminary field exploration consisted of forty-four widely spaced Standard Penetration Test (SPT) borings advanced to depths of approximately 25 to 30 feet below the existing ground surface (BGS). The locations of the borings performed are illustrated in Appendix B: "Test Location Plan". The Standard Penetration Test (SPT) boring method was used as the investigative tool within the borings. SPT tests were performed in substantial accordance with ASTM Procedure D-1586, "Penetration Test and Split-Barrel Sampling of Soils". This test procedure consists of driving a 1.4-inch I.D. split-tube sampler into the soil profile using a 140-pound hammer falling 30 inches. The number of blows per foot, for the second and third 6-inch increment, is an indication of soil strength.

The soil samples recovered from the soil borings were visually classified and their stratification is illustrated in Appendix D: "Record of Test Borings". It should be noted that soil conditions might vary between the strata interfaces, which are shown. The soil boring data reflect information from a specific test location only. Site specific survey staking for the test locations was not provided for our field exploration. The indicated depth and location of each test was approximated based upon existing grade and estimated distances and relationships to obvious landmarks. The boring depths were selected based on our knowledge of vicinity soils and to include the zone of soil likely to be stressed by the proposed construction.

2.3 Lab Testing

Soil samples recovered from our field exploration were returned to our laboratory where they were visually classified in general accordance with ASTM D-2488. Samples were evaluated to obtain an accurate understanding of the soil properties and site geomorphic conditions. After performing a review of the recovered site soils, the following laboratory test procedures were performed based on the ASTM Standards listed:

TEST DESCRIPTION	NUMBER OF TESTS	ASTM TEST METHOD
Fines Content Determination	25	C-117

Please refer to "Appendix D - Record of Test Borings" and "Appendix F - Laboratory Testing Results" for results of each sample tested. Bag samples of the soil encountered during our field exploration will be held in our laboratory for your inspection for 45 days and then discarded unless we are notified otherwise in writing.

2.4 Geomorphic Conditions

Boring logs derived from our field exploration are presented in Appendix D: "Record of Test Borings". The boring logs depict the observed soils in graphic detail. The Standard Penetration Test borings indicate the penetration resistance, or N-values, logged during the drilling and sampling activities. The classifications and descriptions shown on the logs are generally based upon visual characterizations of the recovered soil samples. All soil samples reviewed have been depicted and classified in general accordance with the Unified Soil Classification System, modified as necessary to describe typical southwest Florida conditions. See Appendix E: "Discussion of Soil Groups", for a detailed description of various soil groups.

The subsurface soil conditions encountered at this site generally consists of very loose to dense sands (SP), very loose to dense slightly silty sands (SP-SM), very loose to medium dense silty sands (SM), soft silts (ML), very loose to medium dense slightly clayey sands (SP-SC), loose to medium dense clayey sands (SC), stiff to very stiff clay (CL), soft to hard weathered limestone (WLS) and soft to hard limestone (LS) to the boring termination depths. Please refer to Appendix D: "Record of Test Borings" for a detailed account of each boring.

2.5 Hydrogeological Conditions

On the dates of our field exploration, the groundwater table was encountered at depths of approximately 4.0 to 7.2 feet below the existing ground surface. The groundwater table will fluctuate seasonally depending upon local rainfall and other site specific and/or local influences such as tidal events.

No additional investigation was included in our scope of work in relation to the wet seasonal high groundwater table or any existing well fields in the vicinity. Well fields may influence water table levels and cause significant fluctuations. If a more comprehensive water table analysis is necessary, please contact our office for additional guidance.

3.0 ENGINEERING EVALUATION AND RECOMMENDATIONS

3.1 General

A foundation system for any structure must be designed to resist bearing capacity failures, have settlements that are tolerable, and resist the environmental forces that the foundation may be subjected to over the life of the structure. The soil bearing capacity is the soil's ability to support loads without plunging into the soil profile. Bearing capacity failures are analogous to shear failures in structural design and are usually sudden and catastrophic.

The amount of settlement that a structure may tolerate is dependent on several factors including: uniformity of settlement, time rate of settlement, structural dimensions and properties of the materials. Generally, total or uniform settlement does not damage a structure but may affect drainage and utility connections. These can generally tolerate movements of several inches for building construction. In contrast, differential settlement affects a structure's frame and is limited by the structural flexibility.

UES has provided preliminary foundation recommendations based upon the assumed loading conditions discussed above and the subsurface soil conditions encountered in the test borings. In view of our preliminary findings, subsurface soil conditions appear to be adequate to allow use of a thickened edge post tension slab or conventional shallow footing foundation system with slab-on-grade. Compaction of the surface soils is recommended to increase the soil bearing capacity and minimize foundation settlement. If estimated loading conditions exceed the assumed loading conditions previously stated in Section 1.2, a ground improvement method such as vibro-replacement may be required. If so, this will need to be further investigated by performing additional structure specific borings. The following are our preliminary recommendations for overall site preparation and foundation design that we feel are best suited for the proposed construction and existing soil conditions.

When final site and design plans are completed, Universal Engineering Sciences should be retained to conduct additional (structure specific) borings to confirm initial recommendations and provide final recommendations.

UES notes that the applicability of geotechnical recommendations is very dependent upon project characteristics, specifically (1) improvement locations, (2) grade alterations, (3) and actual applied structural loads. For that reason, UES must be provided with and review the preliminary and final site and grading plans, and structural design loads to validate all recommendations provided in this report. Without performing this review, our recommendations should not be relied upon for final design or construction of any site improvements.

3.2 Site Preparation

UES recommends the following compaction requirements for this project:

- Proof Roll ..... 95% of a Modified Proctor
- Building Pad Fill..... 95% of a Modified Proctor
- Footings ..... 95% of a Modified Proctor

The compaction percentages presented above are based upon the maximum dry density as determined by a "modified proctor" test (ASTM D-1557). All density tests should be performed to a depth of 12 inches below the tested surface unless noted otherwise. All density tests should be performed using the nuclear method (ASTM D-6938) or the sand cone method (ASTM D-1556).

Our preliminary recommendations for preparation of the site for use of shallow foundation systems are presented below. This approach to improving and maintaining the site soils has been found to be successful on projects with similar soil conditions.

1. Initial site preparation should consist of performing stripping and clearing operations. This should be done within, and to a distance of five (5) feet beyond, the perimeter of the proposed building footprint (including exterior isolated columns).

2. Following site stripping and prior the placement of any fill, areas of surficial sand (not exposed limestone) should be compacted ("proof rolled") and tested. We recommend using a steel drum vibratory roller with sufficient static weight and vibratory impact energy to achieve the required compaction. Density tests should be performed on the proof rolled surface at a frequency of not less than one test per 2,500 square feet, or a minimum of four (4) tests, whichever is greater. Areas of exposed intact limestone shall be visually confirmed by the project geotechnical engineer prior to fill placement, in lieu of proof rolling.

3. Fill material may then be placed in the building pad as required. The fill material should be inorganic (classified as SP, SW, GP, GW, SP-SM, SW-SM, GW-GM, GP-GM) containing not more than 5 percent (by weight) organic materials. **Fill materials with silt-size soil fines in excess of 12% should not be used.** Fill should be placed in lifts with a maximum lift thickness not exceeding 12-inches. Each lift should be compacted and tested prior to the placement of the next lift. Density tests should be performed within the fill at a frequency of not less than one test per 2,500 square feet per lift in the building areas, or a minimum of four (4) tests per lift, whichever is greater.

4. For any footings bearing on a limestone formation, the bottom of all footing excavation shall be examined by the engineer / geologist or his representative to determine the condition of the limestone. The limestone shall be probed for voids and loose pockets of sand. Such areas shall be cleaned to depth of 3 times the greatest horizontal dimension and backfilled with lean concrete.

5. For footings placed on structural fill or compacted native granular soils, the bottom of all footings shall be tested for compaction and examined by the engineer / geologist or his representative to determine if the soil is free of organic and/or deleterious material. Density tests should be performed at a frequency of not less than one (1) density test per each isolated column footing and one (1) test per each fifty (50) lineal feet of wall footings.

6. The contractor should take into account the final contours and grades as established by the plan when executing his backfilling and compaction operations.

3.3 Design of Footings

Foundation soils prepared in accordance with the above preliminary recommendations should be suitable for supporting the proposed structure on an economical and conventionally designed shallow foundation system. Based on the preliminary subsurface exploration maximum allowable bearing pressure of 2,500 psf may be used for foundation design. When final site and design plans are completed, Universal Engineering Sciences should be retained to conduct additional (structure specific) borings and provide final recommendations.

Shallow foundations should be embedded a minimum of 18 inches below final grade. This embedment shall be measured from the lowest adjacent grade. Isolated column footings should be at least 24 inches in width and continuous strip footings should have a width of at least 18 inches regardless of contact pressure.

Based on the preliminary boring information and the assumed loading conditions, expected settlement of the structure is less than 1 inch total and less than ½ inch differential. Because foundation soils are mostly coarse-grained, the majority of settlement will occur during construction as the load is being applied. All footings and columns should be structurally separated from the floor slab, as they will be loaded differently and at different times, unless a monolithic mat foundation is designed.

4.0 PARKING AND ROADWAY CONSTRUCTION RECOMMENDATIONS

4.1 General Components

Flexible pavement structures in this geographic area typically consist of an asphaltic wearing course, a limerock base course, and a stabilized subgrade. As an option, concrete pavements can also be utilized and constructed directly on top of prepared grades or on top of a limerock base course and stabilized subgrade for heavier loads. Based on our experience in the area and the anticipated traffic weights, the preliminary pavement section thicknesses are provided below:

Preliminary Pavement Section Recommendations

Type of Pavement	Layer	Material Description	Layer Thickness Light Duty	Heavy Duty	FDOT ROW
Flexible	(A)	FDOT Type S (non FDOT) or SP (FDOT)	1.5"	2.5"	3"
	(B)	Crushed Limerock with minimum LBR OF 100, compacted to 98% of the modified Proctor maximum dry density	8"	10"	15"
	(SG)	Compacted sub-grade fill, compacted to 98% of the modified Proctor maximum dry density	12"	12"	12"
	STRUCTURAL NUMBER (SN)		**2.10**	**2.90**	**4.02**
Rigid	(C)	Florida DOT Portland Cement Concrete	NA	8"	NA
	(B)	Crushed Limerock with minimum LBR OF 100, compacted to 98% of the modified Proctor maximum dry density	NA	-	NA
	(SG)	Stabilized sub-grade fill, compacted to 98% of the modified Proctor maximum dry density	NA	12"	NA

A = Asphaltic Concrete (Layer Coefficient = 0.44 per inch)
B = Base Course (Layer Coefficient = 0.18 per inch)
SG = Stabilized Subgrade (Layer Coefficient = 0.00 per inch) **NOTE: Stabilizing the Subgrade to a minimum LBR 40 will provide a layer coefficient of 0.08 per inch**
C = Concrete (based on 4,000 psi compressive strength)

The structural numbers presented are acceptable to provide a 20-year design life for 300,000 equivalent single axle loads (ESAL's) with a reliability of 96% or equivalent traffic load. If projected traffic loads become available and are different than those presented, we recommend a detailed pavement design be performed based on the projected traffic loads. UES would be pleased to perform these services, if necessary.

4.2 Compacted Subgrade or Embankment Fill

The subgrade or embankment fill is the layer that supports the structural pavement section. Subgrade and embankment fill should be placed and compacted in compliance to specifications presented later in the pavement site preparation procedure section of this report.

4.3 Stabilized Subbase

The stabilized subgrade is the portion of the pavement section between the compacted subgrade or embankment fill and the base course. UES recommends subgrade material be compacted to 98 percent of the Modified Proctor maximum dry density value (AASHTO T-180). The subbase material should have a minimum Limerock Bearing Ratio (LBR) of 40. To minimize the potential for perching of the groundwater table, UES does not recommend the use of chemically stabilized subgrade (i.e. sludge).

As an alternative, the pavement section can be designed using the natural sand and consequently a lower LBR value. If this is desired, an LBR test of the natural sands should be performed and incorporated into a modified pavement design. Perform compliance tests on the stabilized subbase for full depth at a frequency of one test per 5,000 square feet, or at a minimum of two test locations, whichever is greater.

4.4 Base Course

The base course is the portion of the pavement section between the surface course and stabilized subbase.

In areas where separation of at least 1½ feet between the estimated wet seasonal high groundwater table and the bottom of the base material occurs, UES recommends the base course be crushed limerock with a minimum LBR of 100. Limerock material should be mined from an approved source. The limerock should be placed in lifts no greater than 6-inches and compacted to at least 98 percent of the Modified Proctor maximum dry density value (AASHTO T-180).

If separation between the estimated wet seasonal high groundwater table and the bottom of the base material is less than 1½ feet, UES recommends that crushed limerock not be used. The base course should be of an asphaltic base (ABC-3 with a minimum Marshall Stability of 1,000 pounds). The subbase should be compacted to a minimum of 98 percent of the soil's Modified Proctor maximum dry density value (AASHTO T-180). Perform compliance tests on the base course to its respective depth (6" or 8") at a frequency of one test per 5,000 square feet, or a minimum of two test locations, whichever is greater.

4.5 Surface Course

The surface course is the portion of the pavement section, which is exposed directly to traffic. Samples of the materials delivered to the project should be tested to verify that the aggregate gradation and asphalt content satisfies the mix design specifications. Asphalt should be compacted to a minimum of 95 percent of the laboratory density.

Perform compliance tests on the surface course, by coring to evaluate the material thickness and to perform laboratory densities, at a frequency of one test per 10,000 square feet, or a minimum of two test locations, whichever is greater.

4.6 Concrete Pavement

The minimum rigid pavement thickness recommended in this report is based upon concrete with a minimum compressive strength of 4,000 psi. Fill that may be required to raise grades in slab areas should be compacted to at least **98 percent** of the Modified Proctor maximum dry density (ASTM D-1557).

The pavement slabs should be reinforced to make them as rigid as possible. Proper joints should be provided at the junctions of slabs and foundation systems so that a small amount of independent movement can occur without causing structural damage. Construction and control joints should be accordance with ACI and Industry practices.

Actual pavement section thickness should be provided by the Design Civil Engineer based on traffic loads, volume, and the owner's design life requirements. The above section represents the minimum thickness representative of typical local construction procedures and, as such, periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to the FDOT, American Concrete Institute (ACI), or appropriate city/county requirements.

4.7 Effects of Water

Many roadways and parking areas have prematurely deteriorated due to intrusion of the wet seasonal high groundwater table or surface runoff migration.

UES recommends the roadways and parking areas be constructed with a minimum separation of 1½ feet between the wet seasonal high groundwater table and the base course, independent of the type of base material used. In addition, the parking areas should be constructed with full-depth curb sections. The use of extruded curb sections, which lie directly on top of the final surface course, or the elimination of curbing entirely, may allow surface runoff and/or irrigation water to migrate between the base and surface course. This migration can result in the separation of the surface course from the base course causing a rippling effect, which may result in an increased deterioration of the pavement.

4.8 Construction Traffic

Incomplete pavement sections or areas of pavement designed for light duty traffic will not perform satisfactory under construction traffic loadings. UES recommends all construction traffic (i.e. construction equipment, etc.) be re-routed away from these areas or the pavement sections be designed to support these loading conditions.

4.9 Pavement Site Preparation

Upon review of the site soil data, UES's recommendations of site preparation for pavements are noted below. This approach to improving and maintaining the site soils has been found to be successful with similar soil conditions.

1. Initial site preparation should consist of performing dewatering operations, if necessary, prior to any earthwork.

2. The proposed construction limits should be cleared, stripped, and grubbed of all construction debris, trees, and vegetation and associated root systems to a depth of their vertical reach. This should be done within and to a distance of 5 feet beyond the road perimeter.

3. Prior to any fill operations, the existing ground surface should be compacted. UES recommends a medium weight roller be used to prepare the site for the proposed pavement section. Upon completion of the proof-rolling, density tests should be performed at a frequency of one test per 5,000 square feet, or at a minimum of two test locations, whichever is greater, to confirm a minimum compaction compliance of 95 percent of modified proctor maximum density (AASHTO T-180).

4. Place fill material, as required. The fill material should be inorganic (classified as SP/GW) containing not more than 5 percent (by weight) organic materials. **Fill materials with silt-size soil fines in excess of 5% should not be used, this includes cyclone sand material.** Place fill in maximum 12-inch lifts and compact each lift to a minimum density of **98 percent** of the Modified Proctor maximum dry density (AASHTO T-180) with a roller as mentioned previously.

5. Perform compliance tests within the fill at a frequency of not less than one test per 5,000 square feet per lift in the pavement areas, or at a minimum of two test locations, whichever is greater.

6. The appropriate pavement section should be constructed in accordance to specification presented earlier in this report.

7. Representative samples of the on-site material and proposed fill material should be collected and tested to determine the classification and compaction characteristics (AASHTO T-180). The maximum dry density, optimum moisture content, and gradation characteristics should be determined.

8. The contractor shall take into account the final contours and grades as established by the paving and drainage plan when executing any backfilling and / or compaction operations.

Using vibratory compaction equipment at this site may disturb adjacent structures. UES recommends that you monitor nearby structures before and during proof-compaction operations. If disturbance is noted, halt vibratory compaction operations and inform UES immediately. UES will review the compaction procedures and evaluate if the compactive effort resulted in a satisfactory subgrade, complying with design specifications.

5.0 FILL SUITABILITY

The subsurface soil conditions encountered at this site generally consists of the following stratums:

- **Sand (SP):** Very loose to dense, dark to light brown, dark to light gray, orange and tan. Where encountered, this material is suitable for use as structural fill.

- **Slightly Silty Sand (SP-SM):** Very loose to dense, gray to light gray, and tan. Where encountered, this material is suitable for use as structural fill as long as fines content remains below 12%.

- **Silty Sand (SM):** Very loose to medium dense, gray to light gray. Where encountered this material is not recommend for use as structural fill, it may be possible for use as embankment fill. If the material can be mixed with clean fill to lower fines content to below 12% fines, than this material may be used as structural fill.

- **Silt (ML):** Soft, light gray. Where encountered, this material is not recommended for use as structural or embankment fill. This material contains more than 50% fines and mixing with clean fill to lower fines content to below 12% may be difficult.

- **Slightly Clayey Sand (SP-SC):** Very loose to medium dense, dark to light brown, gray to light gray, and tan. Where encountered, this material is suitable for use as structural fill as long as fines content remains below 12%.

- **Clayey Sand (SC):** Loose to medium dense, brown, gray, and tan. Where encountered this material is not recommend for use as structural fill, it may be possible for use as embankment fill. If the material can be mixed with clean fill to lower fines content to below 12% fines, than this material may be used as structural fill.

- **Clay (CL):** Stiff to very Stiff, brown and gray. Where encountered, this material is not recommended for use as structural or embankment fill. This material contains more than 50% fines and mixing with clean fill to lower fines content to below 12% may be difficult.

- **Weathered Limestone (WLS)**: Soft to hard, light gray. Where encountered, this material can generally be used as structural fill material but should **not** be placed within the top 2 feet below finished grade. Any weathered limestone with a fines content over 12% should be mixed with clean sand to bring the fines content below 12%. This material may be able to be used as road base material if mixed properly to meet specifications.

- **Limestone (LS)**: Soft to hard, gray to light gray. Where encountered this material may be suitable for use as riprap or as road base material. This material will likely need to be crushed or processed to meet certain specifications. This material will likely need specialized equipment in order to be excavated.

6.0 REPORT LIMITATIONS

This consulting preliminary report has been prepared for the exclusive use of the current project owners and other members of the design team for the proposed King Ranch located near the east end of Corkscrew Road in Eastern Lee County, Florida. This report has been prepared in accordance with generally accepted local geotechnical engineering practices; no other warranty is expressed or implied.

The preliminary evaluation submitted in this report, is based in part upon the data collected during a field exploration, however, the nature and extent of variations throughout the subsurface profile may not become evident until further borings are completed at the subject site. If variations then appear evident, it may be necessary to reevaluate information and professional opinions as provided in this report.

UES is not responsible for damage caused by soil improvement and/or construction activity vibrations related to this project. UES is also not responsible for damage concerning drainage or moisture related issues for the proposed or nearby structures.

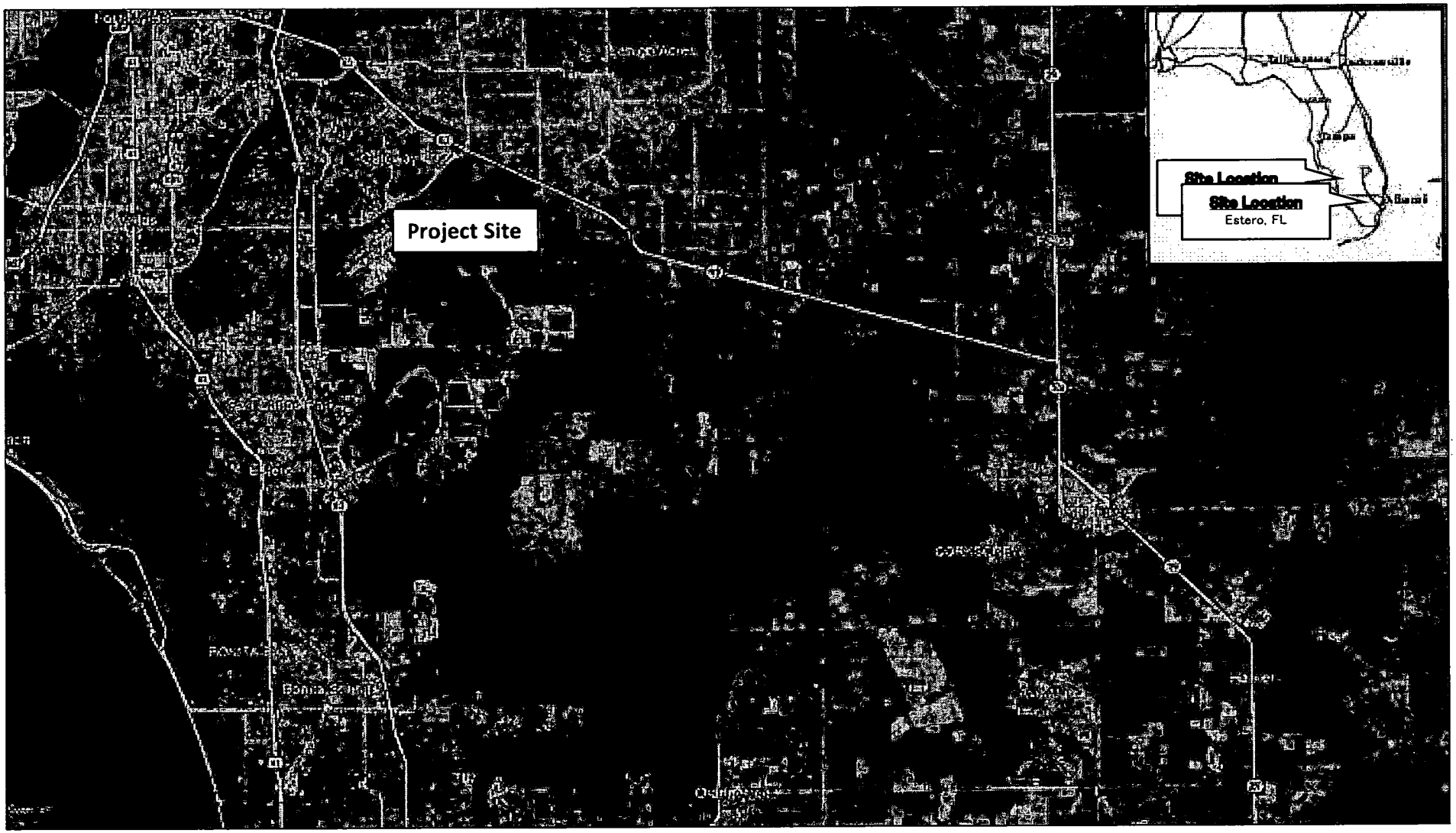
UES should be provided the opportunity to review the pre-foundation specifications and review foundation design drawings, in order to determine whether UES's preliminary recommendations have been properly interpreted, communicated and implemented. If UES is not afforded the opportunity to participate in construction related aspects of foundation installation as recommended in this report or any report addendum, UES will accept no responsibility for the interpretation of our preliminary recommendations made in this report or on a report addendum for foundation performance.

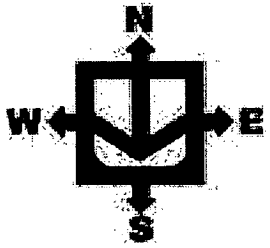
7.0 BASIS FOR RECOMMENDATIONS

The preliminary analysis and recommendations submitted in this report are based on the data obtained from the tests performed at the locations indicated on the attached figure in Appendix B. This report does not reflect any variations, which may occur between borings. While the borings are representative of the subsurface conditions at their respective locations and for their vertical reaches, local variations characteristic of the subsurface soils of the region are anticipated and may be encountered. The delineation between soil types shown on the soil logs is approximate and the description represents our interpretation of the subsurface conditions at the designated boring locations on the particular date drilled.

Any third party reliance of our geotechnical report or parts thereof is strictly prohibited without the expressed written consent of Universal Engineering Sciences. The methodology (ASTM D-1586) used in performing our borings and for determining penetration resistance is specific to the sampling tools utilized and does not reflect the ease or difficulty to advance other tools or materials.

Appendix A: Vicinity Map





VICINITY MAP

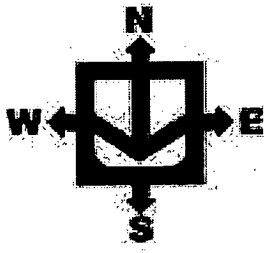
SOURCE: GOOGLE EARTH PRO©

UNIVERSAL ENGINEERING SCIENCES

King Ranch
Corkscrew Road
Eastern Lee County, FL

Drawn By:	Checked By:	Date:
Ashok Neela	AJD	04/11/2022

Project No.:	Approved By:



VICINITY MAP

SOURCE: GOOGLE EARTH PRO©

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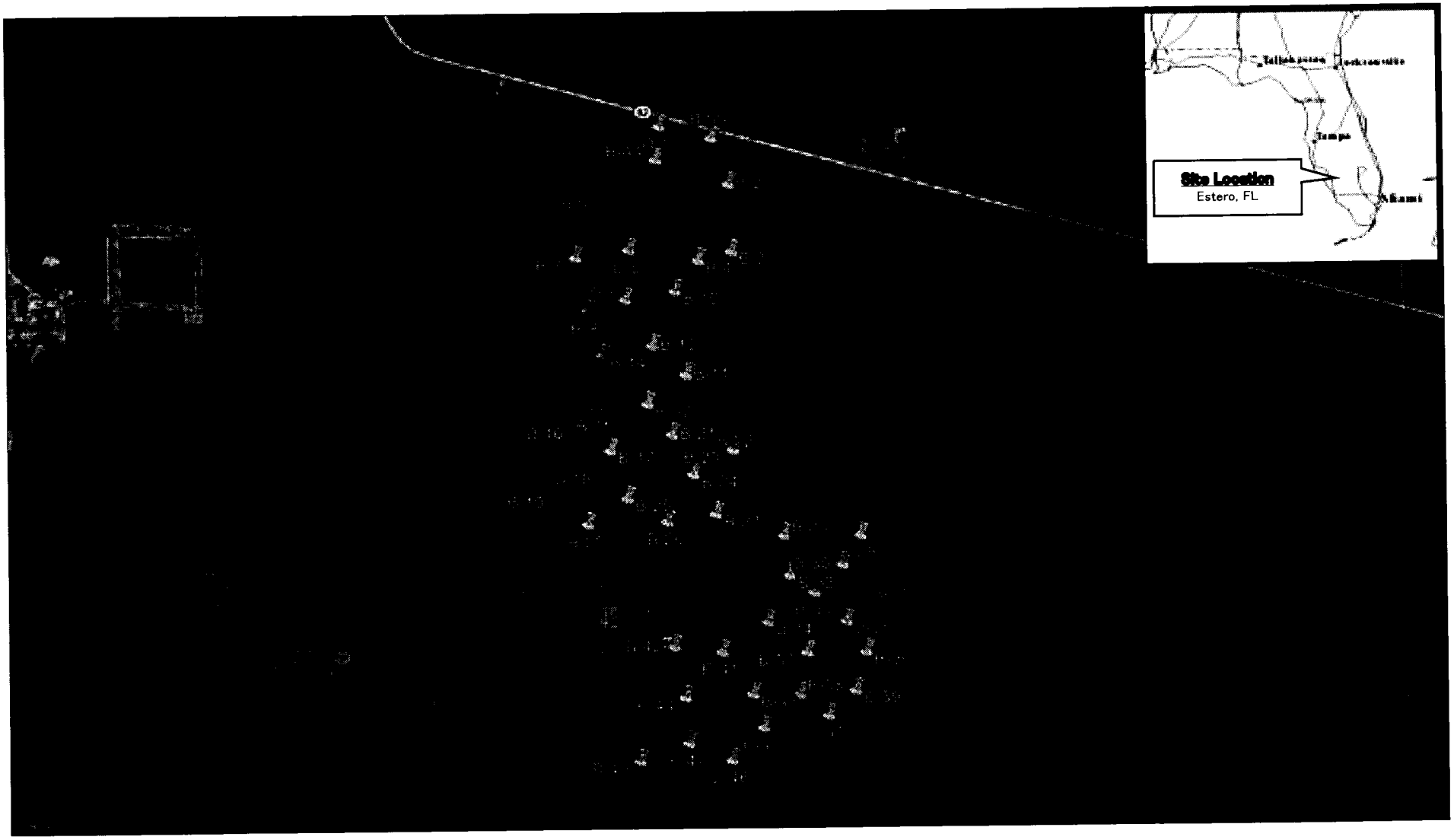
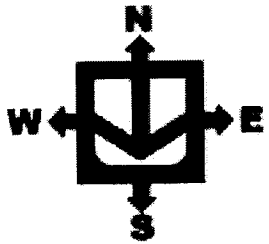
ENGINEERING SCIENCES

King Ranch
Corkscrew Road
Eastern Lee County, FL

Drawn By:	Checked By:	Date:
Ashok Neela	AJD	04/11/2022

Appendix B: Test Location Plan





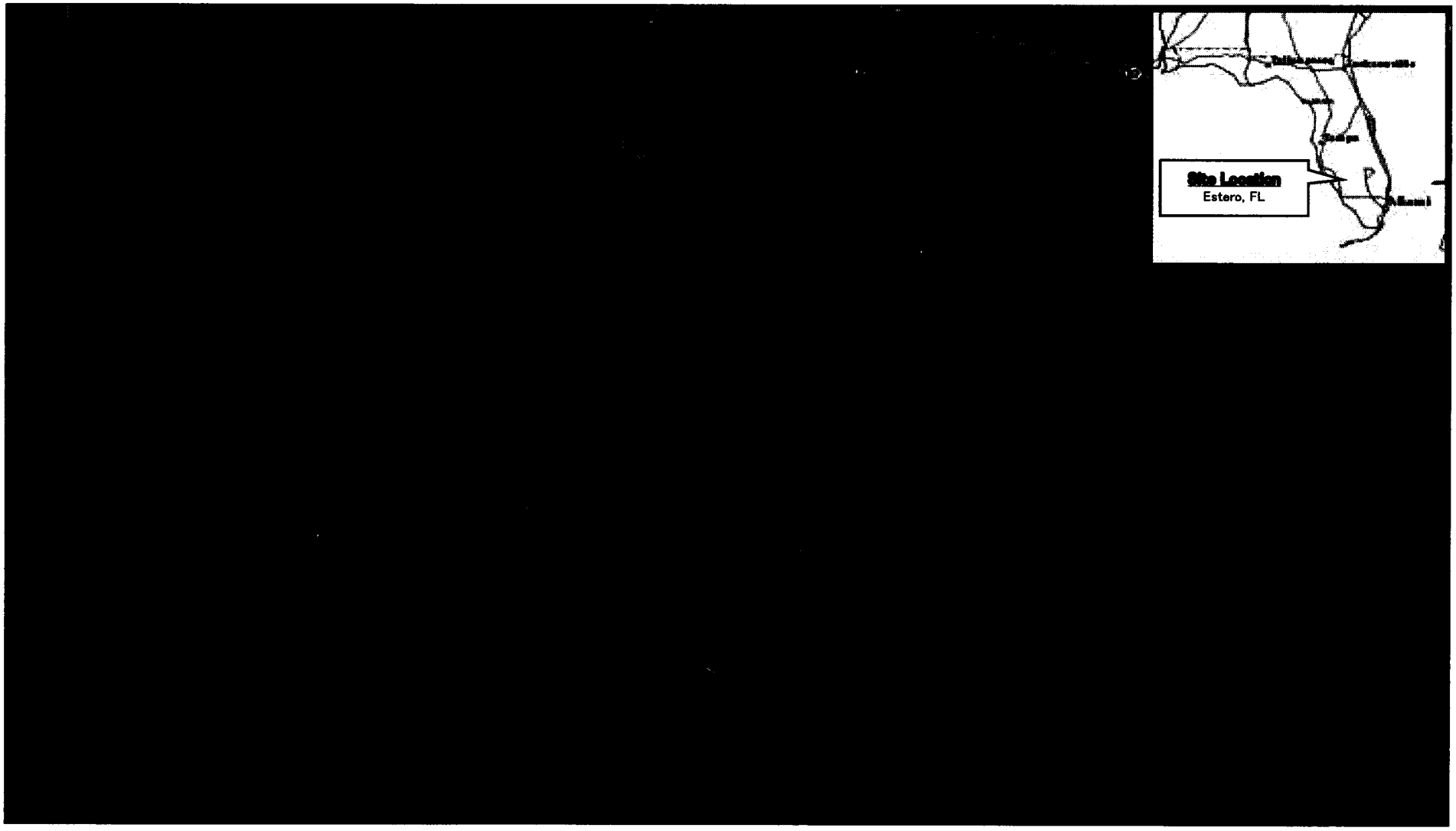
TEST LOCATION PLAN

SOURCE: GOOGLE EARTH PRO©
Boring locations are an approximation
Borings marked with **RED** pins are not completed as per your request.

UNIVERSAL ENGINEERING SCIENCES

King Ranch
Corkscrew Road
Eastern Lee County, FL

Drawn By:	Checked By:	Date:
Ashok Neela	AJD	04/11/2022
Project No.:	Approved By:	



TEST LOCATION PLAN

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UNIVERSAL

King Ranch
Corkscrew Road
Eastern Lee County, FL

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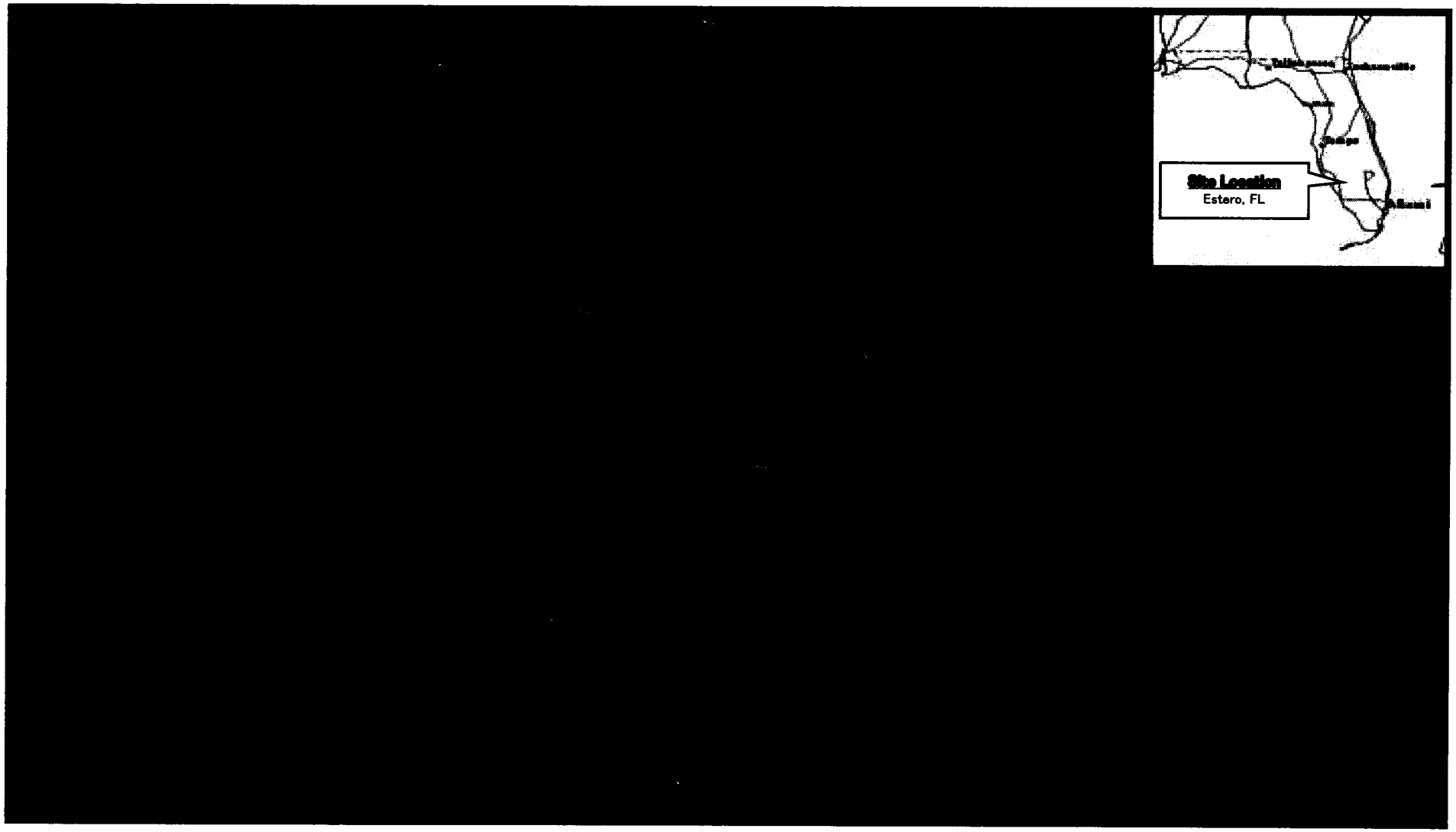
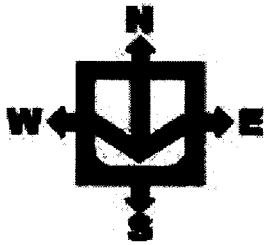
Ashok Neela	AJD	04/11/2022





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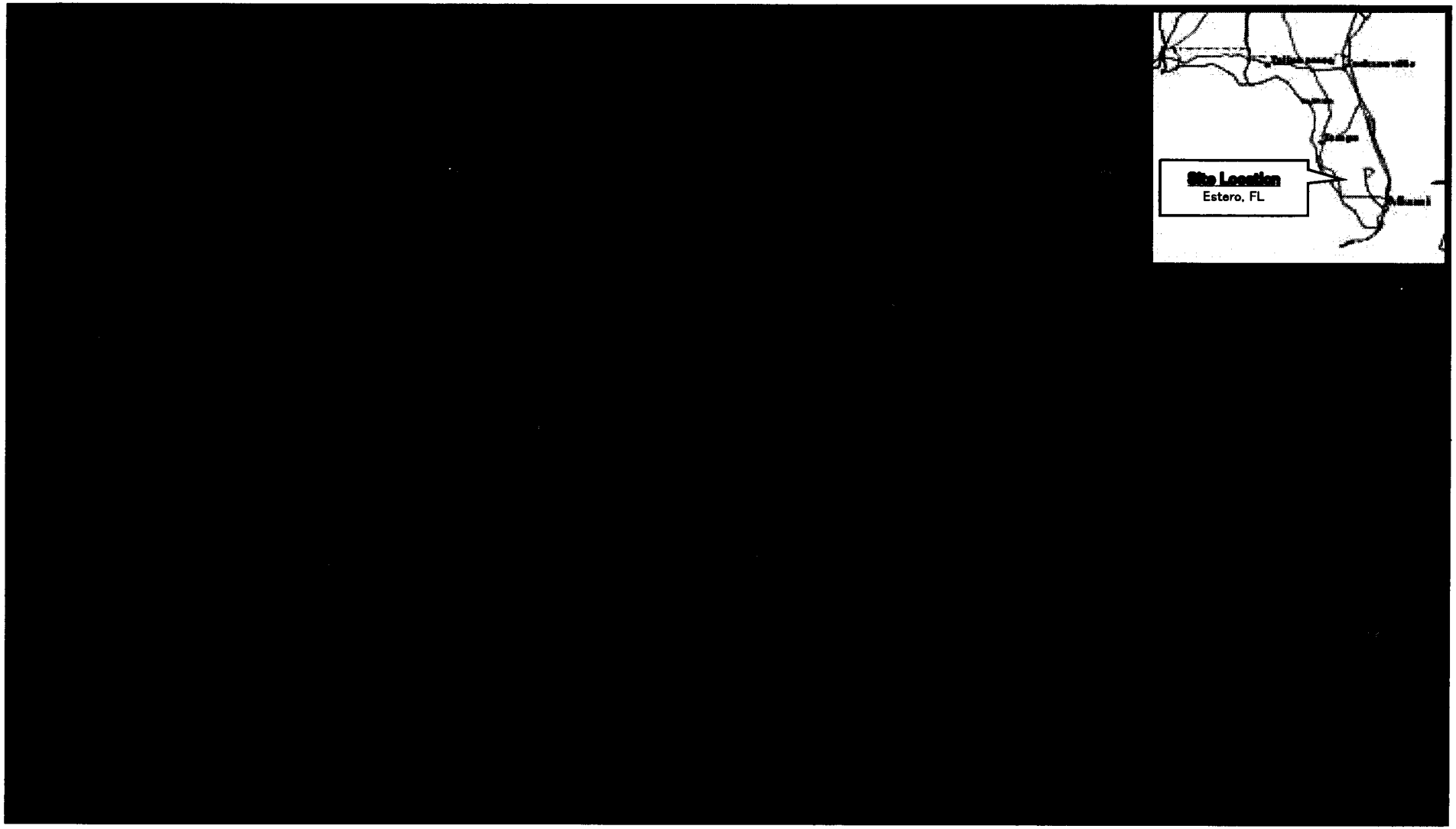

N
W
E
S

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King Ranch
Corkscrew Road
Eastern Lee County, FL

Drawn By:	Checked By:	Date:
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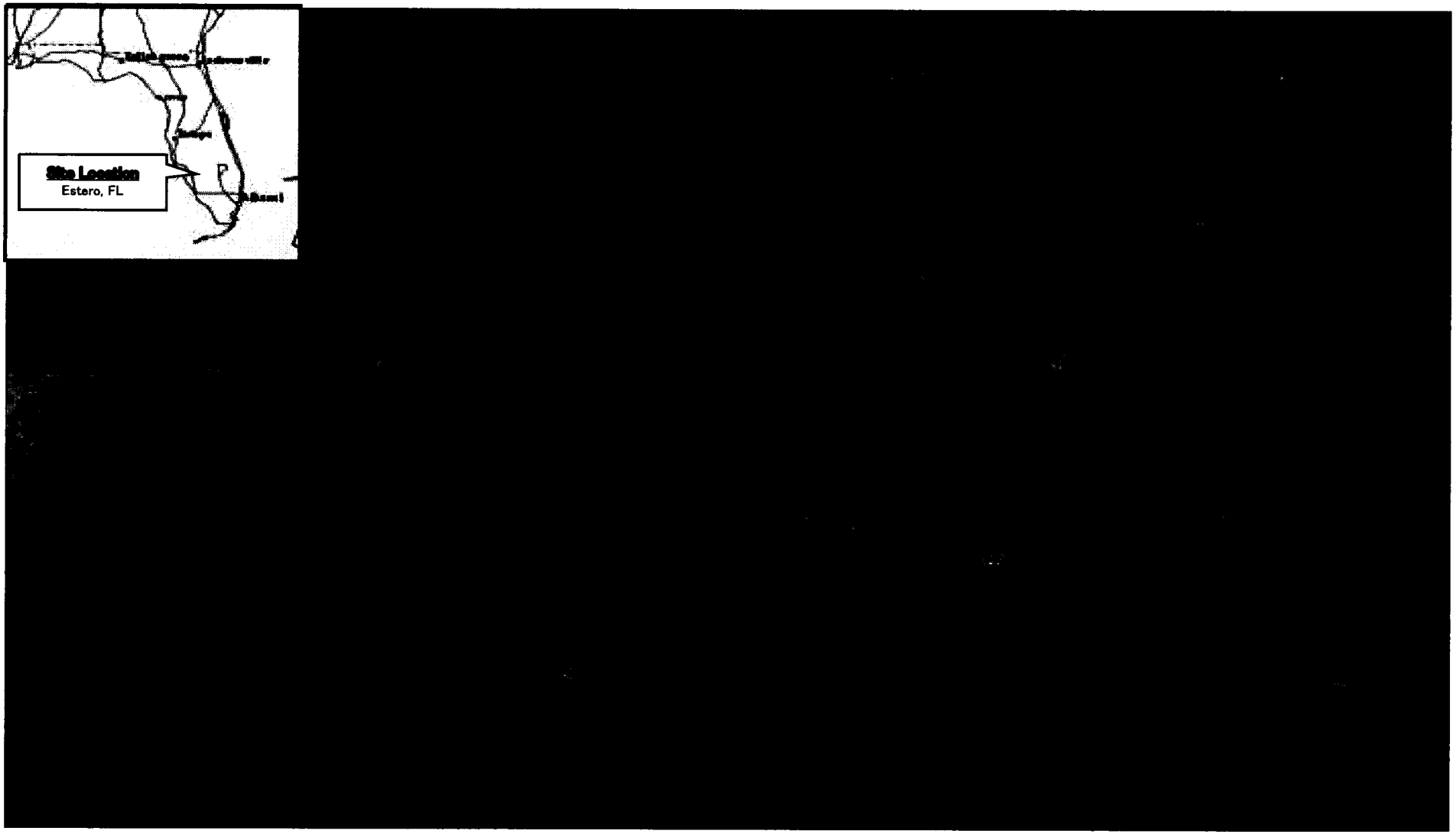

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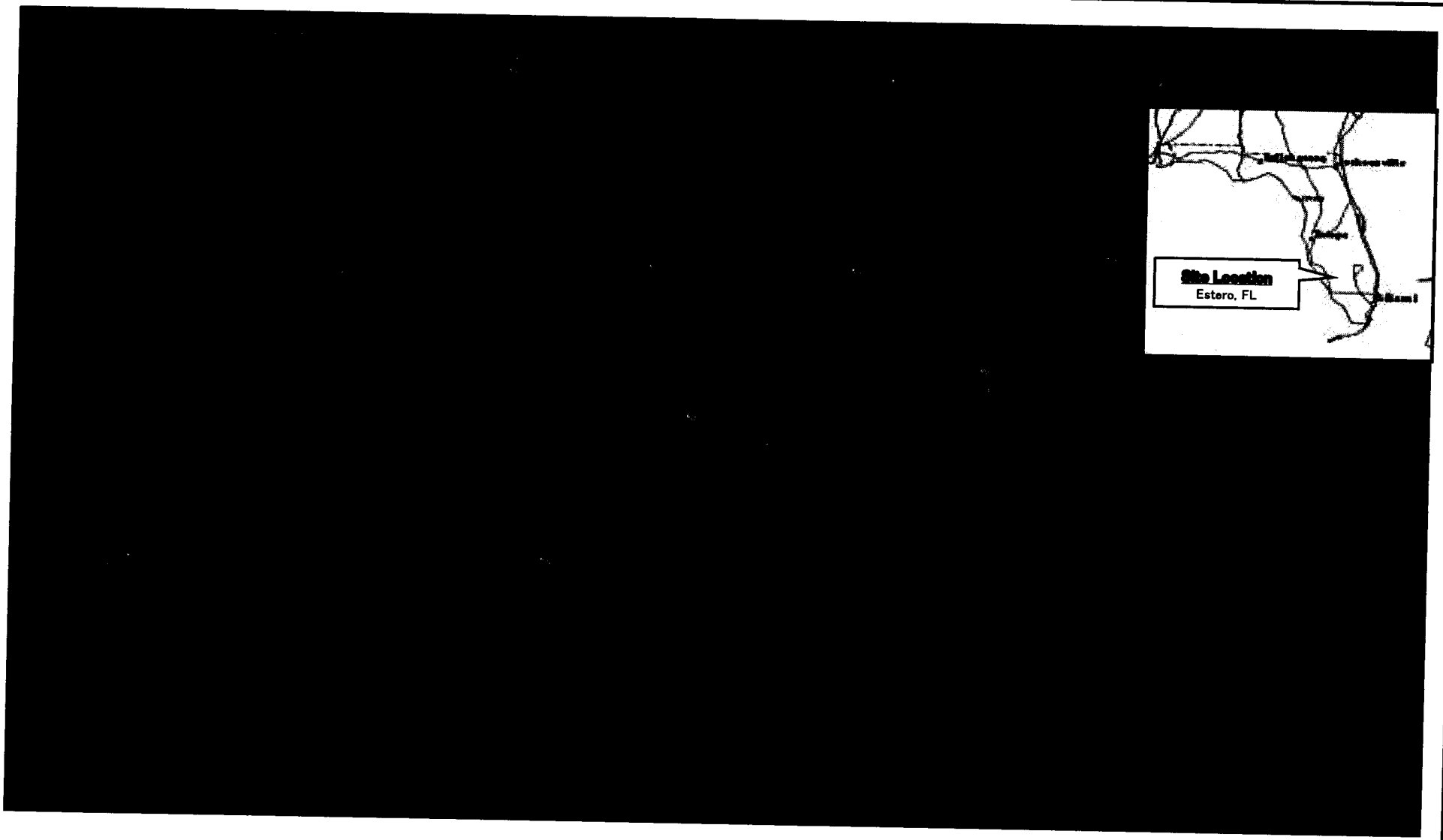

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UNIVERSAL

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Appendix C: Notes Related to Borings

NOTES RELATED TO RECORDS OF TEST BORING AND GENERALIZED SUBSURFACE PROFILE

1. Groundwater level was encountered and recorded (if shown) following the completion of the soil test boring on the date indicated. Fluctuations in groundwater levels are common; consult report text for a discussion.
2. The boring location was identified and located in the field based on measured and estimated distances from existing site features.
3. The borehole was backfilled to site grade following boring completion, patched with asphalt cold patch mix when pavement was encountered.
4. The Record of Test Boring represents our interpretation of field conditions based on engineering examination of the soil samples.
5. The Record of Test Boring is subject to the limitations, conclusions, and recommendations presented in the report text.
6. The Standard Penetration Test (SPT) was performed in accordance ASTM Procedure D-1586. SPT testing procedure consists of driving a 1.4-inch I.D. split-tube sampler into the soil profile using a 140-pound hammer falling 30 inches.
7. On the Record of Test Boring listed as "Blow Counts", the N-value is the sum of the SPT hammer blows required to drive the split-tube sampler through the second and third 6-inch increment of the sampling layer, and is an indication of soil strength.
8. Shown on the Record of Test Boring an SPT N-value expressed as 50/2" is descriptive of the fact that 50 hammer blows were required to drive the split-spoon sampler a distance of approximately 2 inches.
9. The soil/rock strata interfaces shown on the Records of Test Boring are approximate and may vary from those in the field. The soil/rock conditions shown on the Records of Test Boring refer to conditions at the specific location tested; soil/rock conditions may vary between test locations.
10. Relative density and consistency for sands/gravels, silts/clays, and limestone are described as follows:

Cohesionless Soils		
Safety SPT (N-Value)	Auto SPT (N-Value)	Relative Density
0 – 4	0 – 3	Very Loose
5 – 10	4 – 8	Loose
11 – 30	9 – 24	Medium Dense
31 – 50	25 – 40	Dense
Over 50	Over 40	Very Dense

Silts and Clays		
Safety SPT (N-Value)	Auto SPT (N-Value)	Consistency
0 – 2	0 – 1	Very Soft
3 – 5	2 – 4	Soft
6 – 7	5 – 6	Firm
8 – 15	7 – 12	Stiff
16 – 30	13 – 24	Very Stiff
Over 30	Over 24	Hard

Limestone	
SPT (N-Value)	Relative Density
0 – 50	Soft
51 – 50 for 0"	Hard

11. Definition of descriptive terms of modifiers for silts/clays/shells/gravels are described as follows:

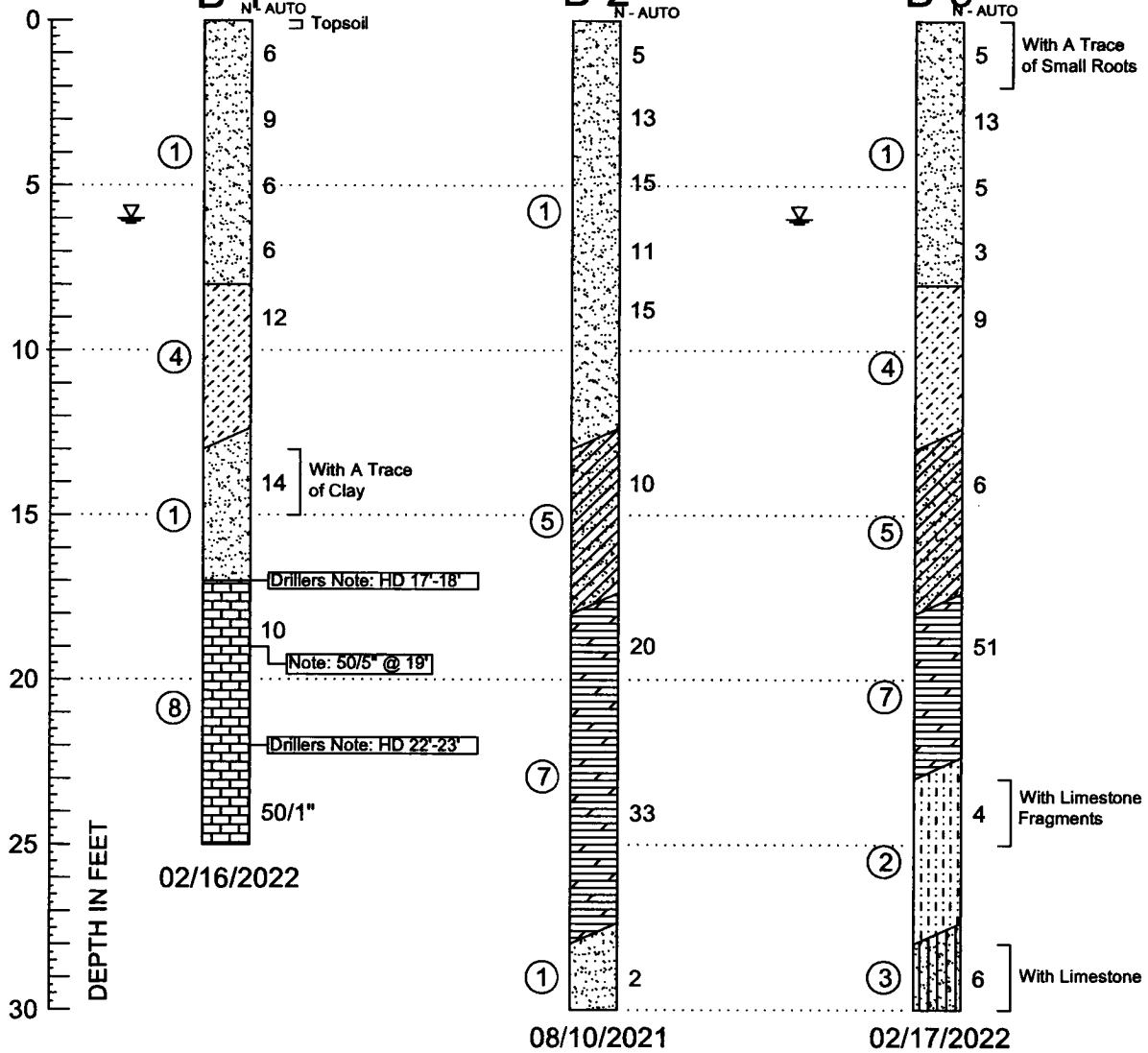
Percentage of Modifier Material	First Qualifier	Second Qualifier
0 – 5	(No mention)	(No mention)
5 – 12	Slightly + Modifier + y	With Trace
12 – 30	Modifier + y	With Some
30 – 50	Very + Modifier + y	And

12. Descriptive characteristics for organic content percentages are described as follows:

Percentage of Organic Material	Descriptor
0 – 2.5	(No mention)
2.5 – 5	With a Trace of Organics
5 – 20	Organic
20 – 75	Highly Organic
75 – 100	Peat

Appendix D: Record of Test Borings

SOIL PROFILES



SOIL PROFILE LEGEND

B-X = BORING NUMBER

SOIL TYPE ⊗ SOIL SYMBOL — N = SPT TEST VALUE

GROUND WATER LEVEL ▽

INDICATES PRACTICAL REFUSAL TO BORING EQUIPMENT

= INDICATES GRADUAL TRANSITION IN SOIL TYPES

SOIL LEGEND

1. Dark to Light Brown, Dark to Light Gray, Orange, T… SAND (SP) Very Loose to Dense
2. Gray to Light Gray, Tan, Slightly Silty SAND (SP-SM) Very Loose to Dense
3. Gray to Light Gray, Silty SAND (SM) Very Loose to Medium Dense
4. Dark to Light Brown, Gray to Light Gray, Tan, Slightly Clayey SAND (SP-SC) Very Loose to Medium Dense
5. Brown, Gray, Tan, Clayey SAND (SC) Loose to Medium Dense
6. Brown, Gray, CLAY (CL) Stiff to Very Stiff
7. Light Gray, WEATHERED LIMESTONE (WLS) Soft to Hard
8. Gray to Light Gray, LIMESTONE (LS) Soft to Hard

NOTES:

N - STANDARD PENETRATION RESISTANCE TEST (SPT) VALUE. NUMBERS TO THE RIGHT OF BORINGS INDICATE SPT VALUE FOR 12-INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).

WOH - BORING INTERVAL ADVANCED UNDER WEIGHT OF HAMMER.

WOR - BORING INTERVAL ADVANCED UNDER WEIGHT OF ROD.

LFC - LOSS OF DRILLING FLUID CIRCULATION.

WLS - WEATHERED LIMESTONE

HA - NO RECORDED N-VALUE DUE TO HAND AUGERING PROCEDURE

CS - CEMENTED SAND

HD - Hard Drilling

SOIL CLASSIFICATION

CORRELATION OF N - VALUES WITH RELATIVE DENSITY AND CONSISTENCY

COHESIONLESS SOIL

N - VALUE (SAFETY)	N - VALUE (AUTO)	RELATIVE DENSITY
0 - 4	0 - 3	VERY LOOSE
5 - 10	4 - 8	LOOSE
11 - 30	9 - 24	MEDIUM DENSE
31 - 50	25 - 40	DENSE
OVER 50	OVER 40	VERY DENSE

SILTS AND CLAYS

N - VALUE (SAFETY)	N - VALUE (AUTO)	CONSISTENCY
0 - 2	0 - 1	VERY SOFT
3 - 5	2 - 4	SOFT
6 - 7	5 - 6	FIRM
8 - 15	7 - 12	STIFF
16 - 30	13 - 24	VERY STIFF
OVER 30	OVER 24	HARD

CORRELATION OF N - VALUES WITH HARDNESS DESCRIPTION

LIMEROCK

N - VALUE	RELATIVE DENSIT
0 - 50	SOFT
51 - 50 FOR 0"	HARD

APPROXIMATE FINES CONTENT	MODIFIERS
5% TO 15%	SLIGHTLY SILTY OR SLIGHTLY CLAYEY
16% TO 25%	SILTY OR CLAYEY
26% TO 49%	VERY SILTY OR VERY CLAYEY

APPROXIMATE SHELL CONTENT	MODIFIERS
0% TO 5%	WITH A TRACE OF SHELL
6% TO 12%	SLIGHTLY SHELLY
13% TO 30%	SHELLY
31% TO 50%	VERY SHELLY

APPROXIMATE ORGANIC CONTENT	MODIFIERS
2.5% TO 5%	WITH A TRACE
5% TO 20%	WITH ORGANICS
20% TO 75%	HIGHLY ORGANIC
75% TO 100%	PEAT

DEFINITION OF DESCRIPTIVE TERMS OF MODIFIERS FOR SILTS/CLAYS/SHELLS/GRAVELS ARE DESCRIBED AS FOLLOWS:

PERCENTAGE OF MODIFIER MATERIAL	FIRST QUALIFIER	SECOND QUALIFIER
0 - 5	WITH A TRACE OF + MODIFIER	WITH A TRACE
5 - 12	SLIGHTLY + MODIFIER + Y	WITH A LITTLE
12 - 30	MODIFIER + Y	WITH SOME
30 - 50	VERY + MODIFIER + Y	AND

RECORD OF TEST BORINGS

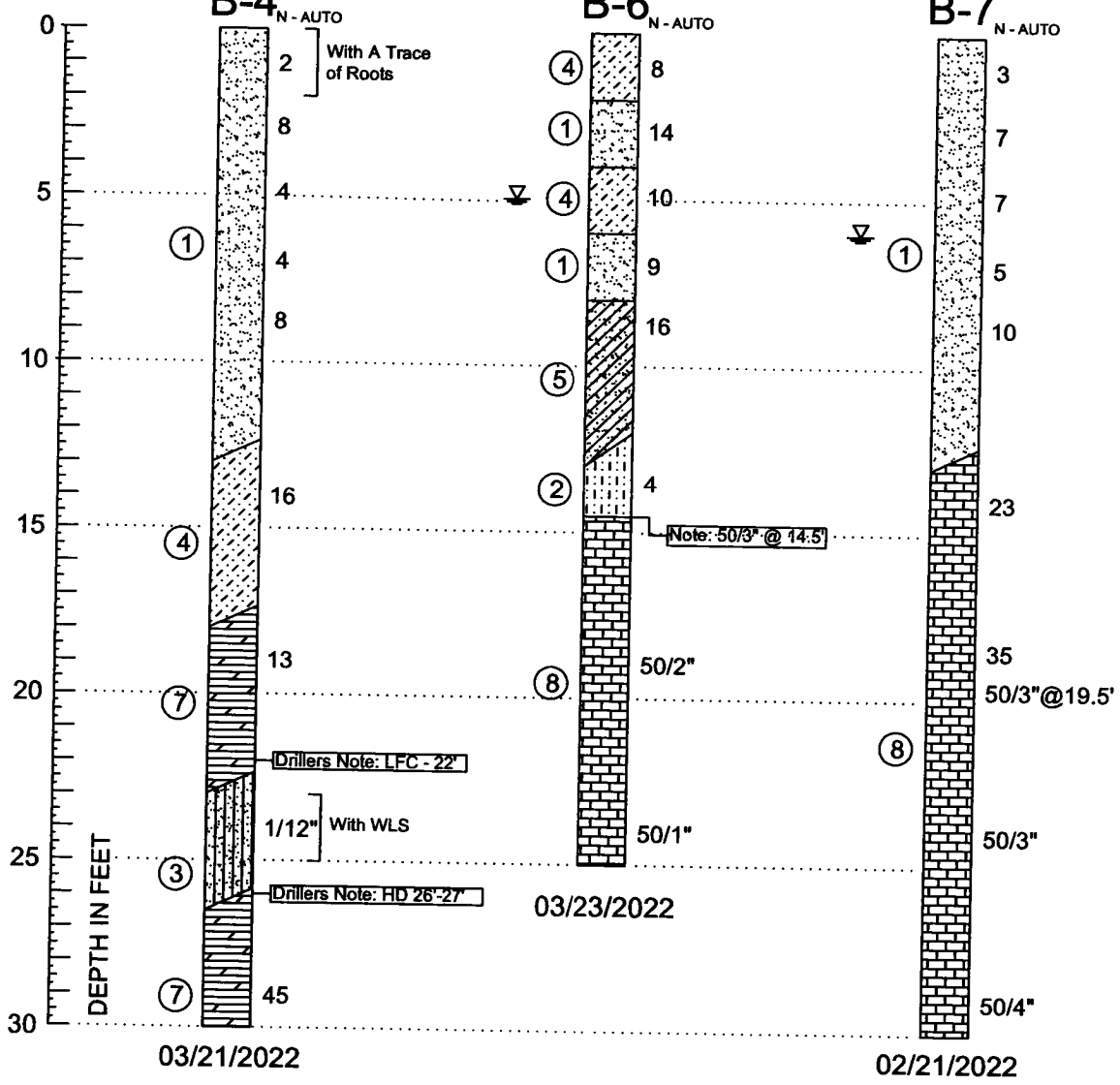
Universal Engineering Sciences
201 Waldo Ave. N.
Lehigh Acres, Florida 33971
239-489-2443
www.universalengineering.com

Client: CAM7 Sub, LLC
Project No.: 0530.2200028.0000
Project:
King Ranch
Corkscrew Rd,
Eastern Lee County, Florida

Date: 04/08/2022
Drilled By: BG/LS
Rig: D50/CME-45
Drawn By: GB
Approved by: AJD

S2024-00006 Lee County ePlan

SOIL PROFILES



SOIL PROFILE LEGEND

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SOIL TYPE ⊗ SOIL SYMBOL — N = SPT TEST VALUE

GROUND WATER LEVEL ▽

INDICATES PRACTICAL REFUSAL TO BORING EQUIPMENT

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SOIL LEGEND

1. Dark to Light Brown, Dark to Light Gray, Orange, T… SAND (SP) Very Loose to Dense
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SOIL CLASSIFICATION

CORRELATION OF N - VALUES WITH RELATIVE DENSITY AND CONSISTENCY

COHESIONLESS SOIL

N - VALUE (SAFETY)	N - VALUE (AUTO)	RELATIVE DENSITY
0 - 4	0 - 3	VERY LOOSE
5 - 10	4 - 8	LOOSE
11 - 30	9 - 24	MEDIUM DENSE
31 - 50	25 - 40	DENSE
OVER 50	OVER 40	VERY DENSE

SILTS AND CLAYS

N - VALUE (SAFETY)	N - VALUE (AUTO)	CONSISTENCY
0 - 2	0 - 1	VERY SOFT
3 - 5	2 - 4	SOFT
6 - 7	5 - 6	FIRM
8 - 15	7 - 12	STIFF
16 - 30	13 - 24	VERY STIFF
OVER 30	OVER 24	HARD

CORRELATION OF N - VALUES WITH HARDNESS DESCRIPTION

LIMEROCK

N - VALUE	RELATIVE DENSIT
0 - 50	SOFT
51 - 50 FOR 0"	HARD

APPROXIMATE FINES CONTENT	MODIFIERS
5% TO 15%	SLIGHTLY SILTY OR SLIGHTLY CLAYEY
16% TO 25%	SILTY OR CLAYEY
26% TO 49%	VERY SILTY OR VERY CLAYEY

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0% TO 5%	WITH A TRACE OF SHELL
6% TO 12%	SLIGHTLY SHELLY
13% TO 30%	SHELLY
31% TO 50%	VERY SHELLY

APPROXIMATE ORGANIC CONTENT	MODIFIERS
2.5% TO 5%	WITH A TRACE
5% TO 20%	WITH ORGANICS
20% TO 75%	HIGHLY ORGANIC
75% TO 100%	PEAT

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0 - 5	WITH A TRACE OF + MODIFIER	WITH A TRACE
5 - 12	SLIGHTLY + MODIFIER + Y	WITH A LITTLE
12 - 30	MODIFIER + Y	WITH SOME
30 - 50	VERY + MODIFIER + Y	AND

RECORD OF TEST BORINGS

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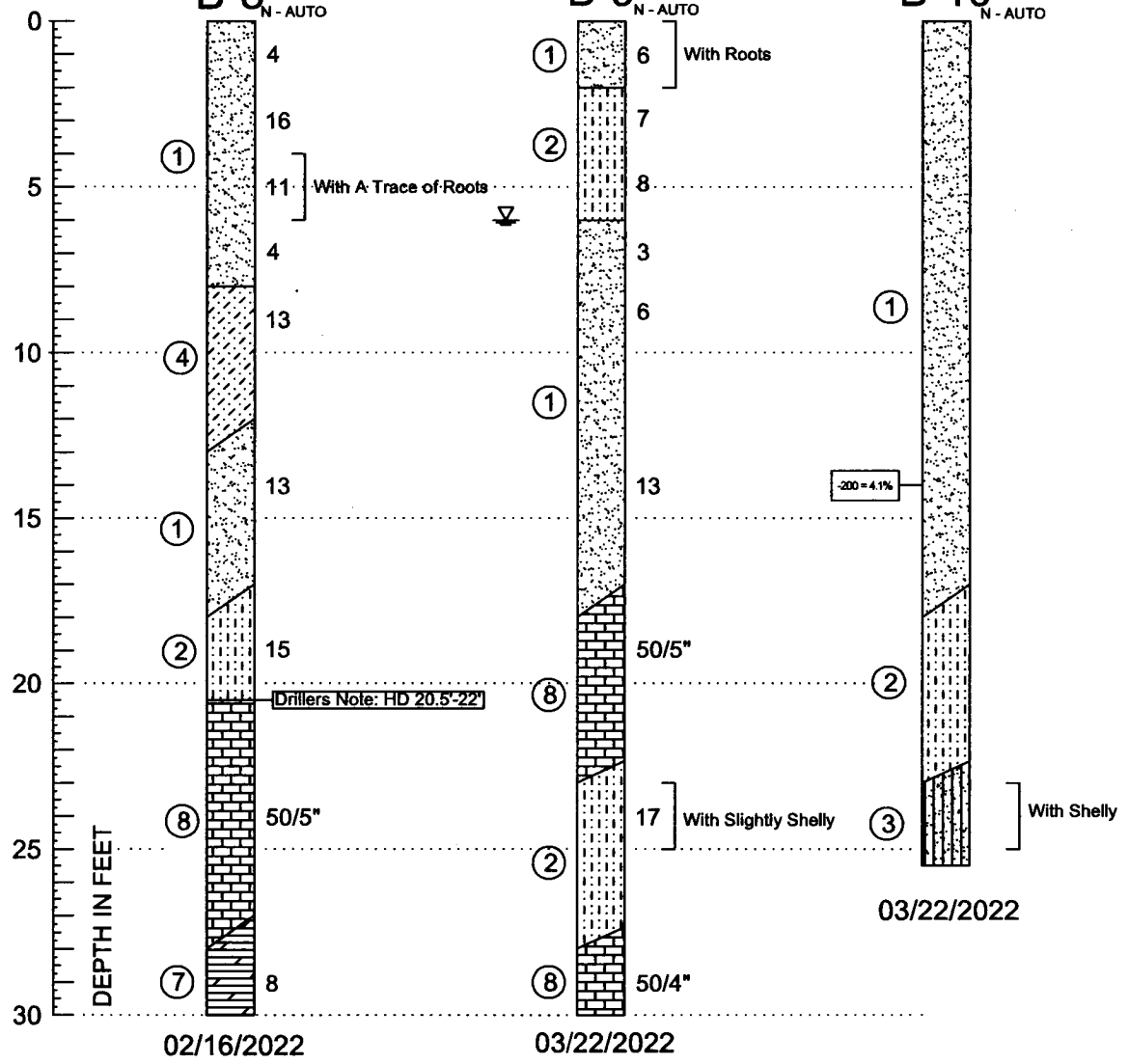

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16 - 30	13 - 24	VERY STIFF
OVER 30	OVER 24	HARD

CORRELATION OF N - VALUES WITH HARDNESS DESCRIPTION

LIMEROCK

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0 - 50	SOFT
51 - 50 FOR 0"	HARD

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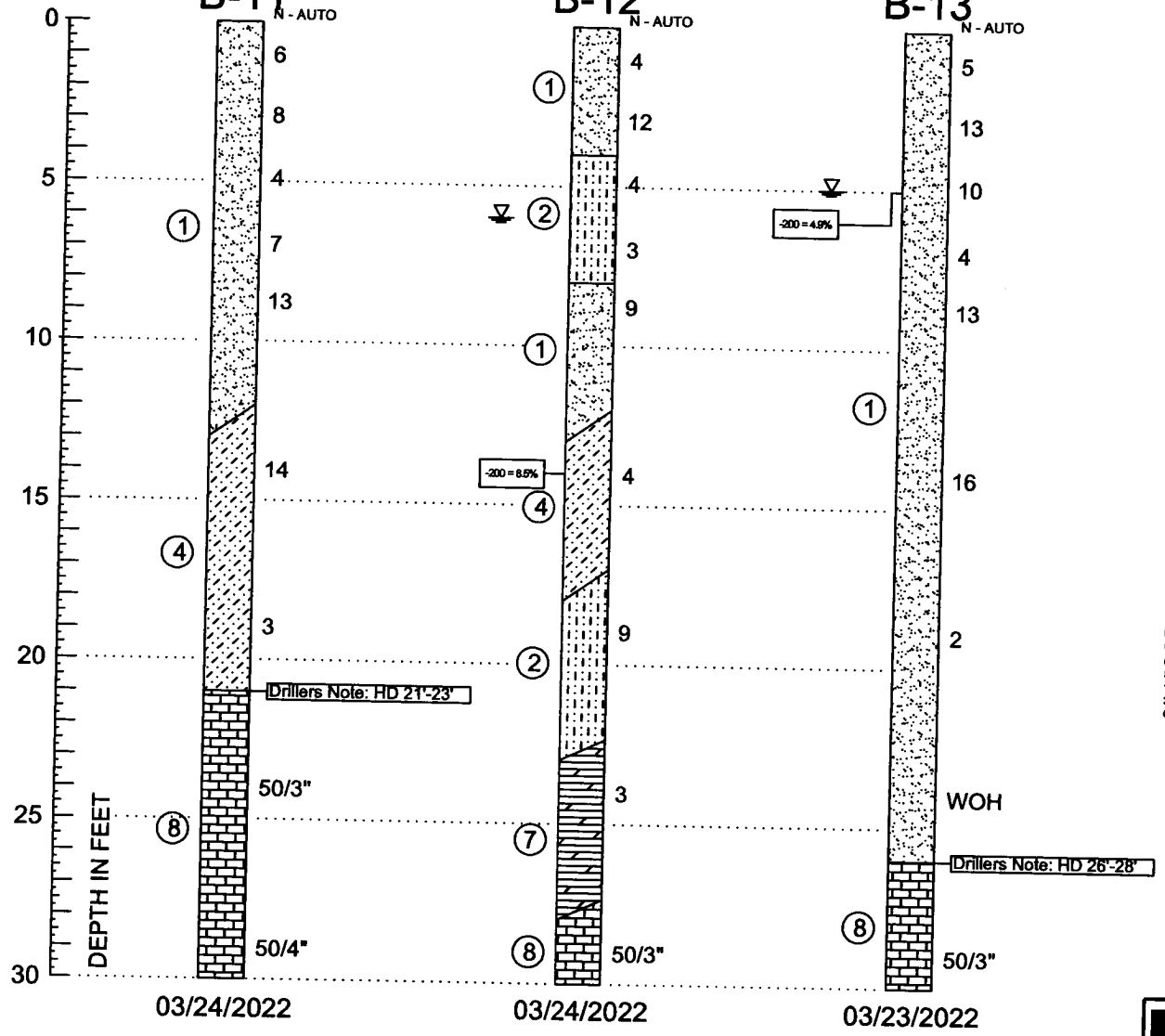

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SOIL SYMBOL

GROUND WATER LEVEL

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SOIL CLASSIFICATION

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2.5% TO 5%	WITH A TRACE
5% TO 20%	WITH ORGANICS
20% TO 75%	HIGHLY ORGANIC
75% TO 100%	PEAT

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Drawn By: GB
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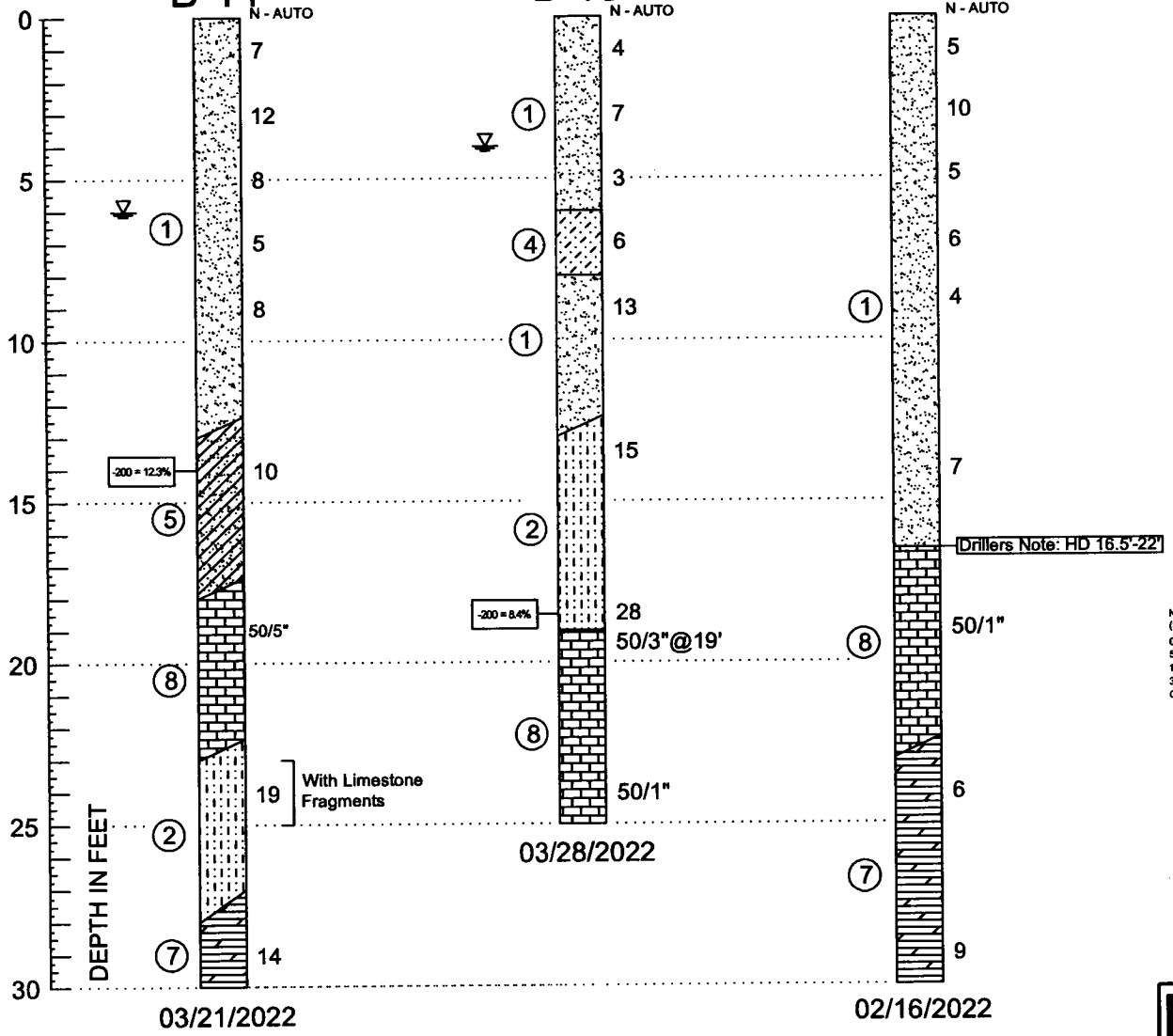
SOIL PROFILES



SOIL PROFILE LEGEND

B-X = BORING NUMBER

SOIL TYPE ⊗ — SOIL SYMBOL — N = SPT TEST VALUE

GROUND WATER LEVEL ▽

INDICATES PRACTICAL REFUSAL TO BORING EQUIPMENT

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LFC - LOSS OF DRILLING FLUID CIRCULATION.

WLS - WEATHERED LIMESTONE

HA - NO RECORDED N-VALUE DUE TO HAND AUGERING PROCEDURE

CS - CEMENTED SAND

SOIL LEGEND

1. Dark to Light Brown, Dark to Light Gray, Orange, Ta SAND (SP) Very Loose to Dense
2. Gray to Light Gray, Tan, Slightly Silty SAND (SP-SM) Very Loose to Dense
3. Gray to Light Gray, Silty SAND (SM) Very Loose to Medium Dense
4. Dark to Light Brown, Gray to Light Gray, Tan, Slightly Clayey SAND (SP-SC) Very Loose to Medium Dense
5. Brown, Gray, Tan, Clayey SAND (SC) Loose to Medium Dense
6. Brown, Gray, CLAY (CL) Stiff to Very Stiff
7. Light Gray, WEATHERED LIMESTONE (WLS) Soft to Hard
8. Gray to Light Gray, LIMESTONE (LS) Soft to Hard

SOIL CLASSIFICATION

CORRELATION OF N - VALUES WITH RELATIVE DENSITY AND CONSISTENCY

COHESIONLESS SOIL

N - VALUE (SAFETY)	N - VALUE (AUTO)	RELATIVE DENSITY
0 - 4	0 - 3	VERY LOOSE
5 - 10	4 - 8	LOOSE
11 - 30	9 - 24	MEDIUM DENSE
31 - 50	25 - 40	DENSE
OVER 50	OVER 40	VERY DENSE

SILTS AND CLAYS

N - VALUE (SAFETY)	N - VALUE (AUTO)	CONSISTENCY
0 - 2	0 - 1	VERY SOFT
3 - 5	2 - 4	SOFT
6 - 7	5 - 6	FIRM
8 - 15	7 - 12	STIFF
16 - 30	13 - 24	VERY STIFF
OVER 30	OVER 24	HARD

CORRELATION OF N - VALUES WITH HARDNESS DESCRIPTION

LIMEROCK

N - VALUE	RELATIVE DENSIT
0 - 50	SOFT
51 - 50 FOR 0"	HARD

APPROXIMATE FINES CONTENT — MODIFIERS

5% TO 15%	SLIGHTLY SILTY OR SLIGHTLY CLAYEY
16% TO 25%	SILTY OR CLAYEY
26% TO 49%	VERY SILTY OR VERY CLAYEY

APPROXIMATE SHELL CONTENT — MODIFIERS

0% TO 5%	WITH A TRACE OF SHELL
6% TO 12%	SLIGHTLY SHELLY
13% TO 30%	SHELLY
31% TO 50%	VERY SHELLY

APPROXIMATE ORGANIC CONTENT — MODIFIERS

2.5% TO 5%	WITH A TRACE
5% TO 20%	WITH ORGANICS
20% TO 75%	HIGHLY ORGANIC
75% TO 100%	PEAT

DEFINITION OF DESCRIPTIVE TERMS OF MODIFIERS FOR SILTS/CLAYS/SHELLS/GRAVELS ARE DESCRIBED AS FOLLOWS:

PERCENTAGE OF MODIFIER MATERIAL	FIRST QUALIFIER	SECOND QUALIFIER
0 - 5	WITH A TRACE OF + MODIFIER	WITH A TRACE
5 - 12	SLIGHTLY + MODIFIER + Y	WITH A LITTLE
12 - 30	MODIFIER + Y	WITH SOME
30 - 50	VERY + MODIFIER + Y	AND

RECORD OF TEST BORINGS

Universal Engineering Sciences
201 Waldo Ave. N.
Lehigh Acres, Florida 33971
239-489-2443
www.universalengineering.com

Client: CAM7 Sub, LLC
Project No.: 0530.2200028.0000
Project:
King Ranch
Corkscrew Rd,
Eastern Lee County, Florida

Date: 04/08/2022
Drilled By: BG/LS
Rig: D50/CME-45
Drawn By: GB
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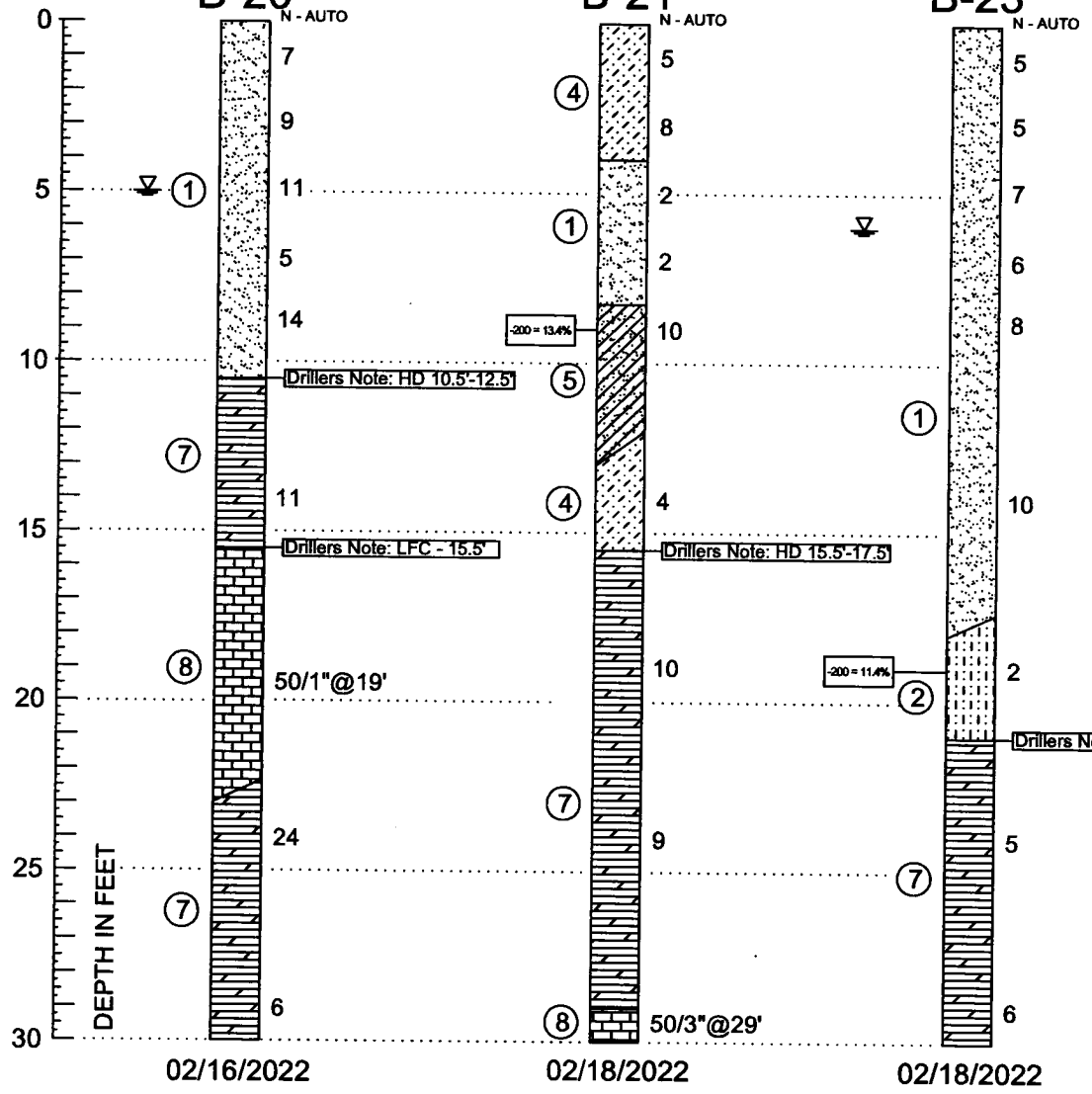

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LIMEROCK

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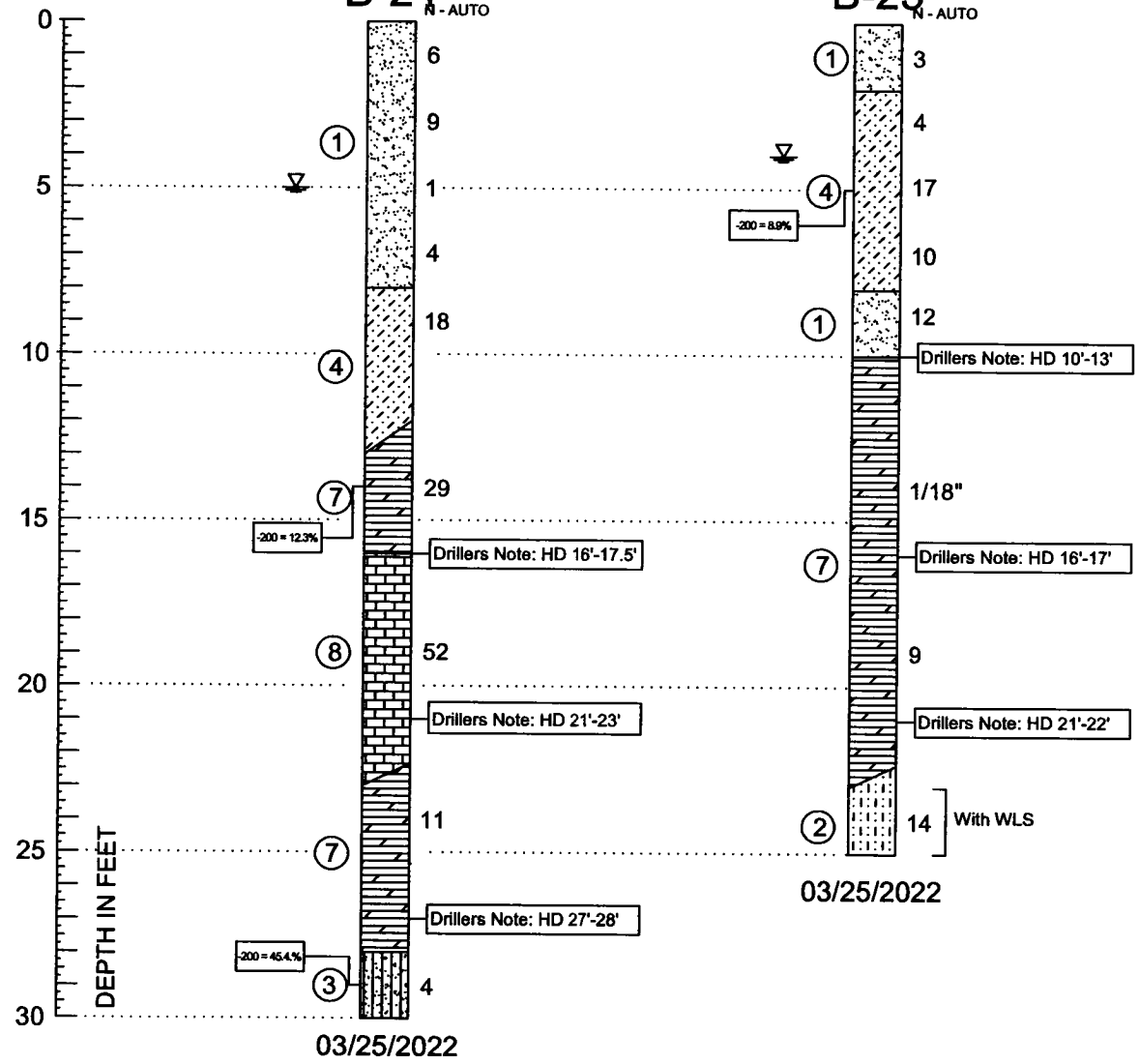

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SOIL SYMBOL

GROUND WATER LEVEL

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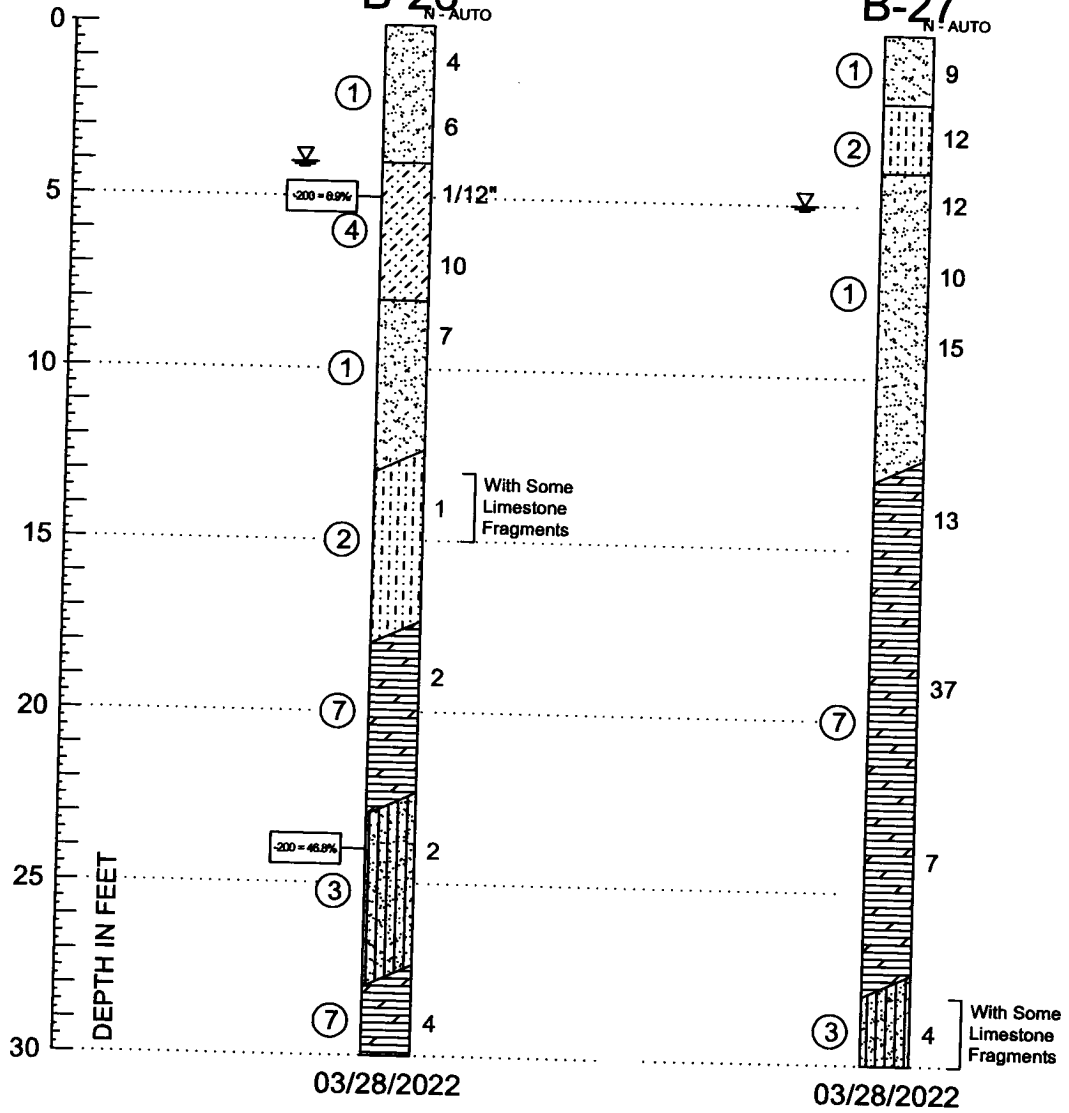

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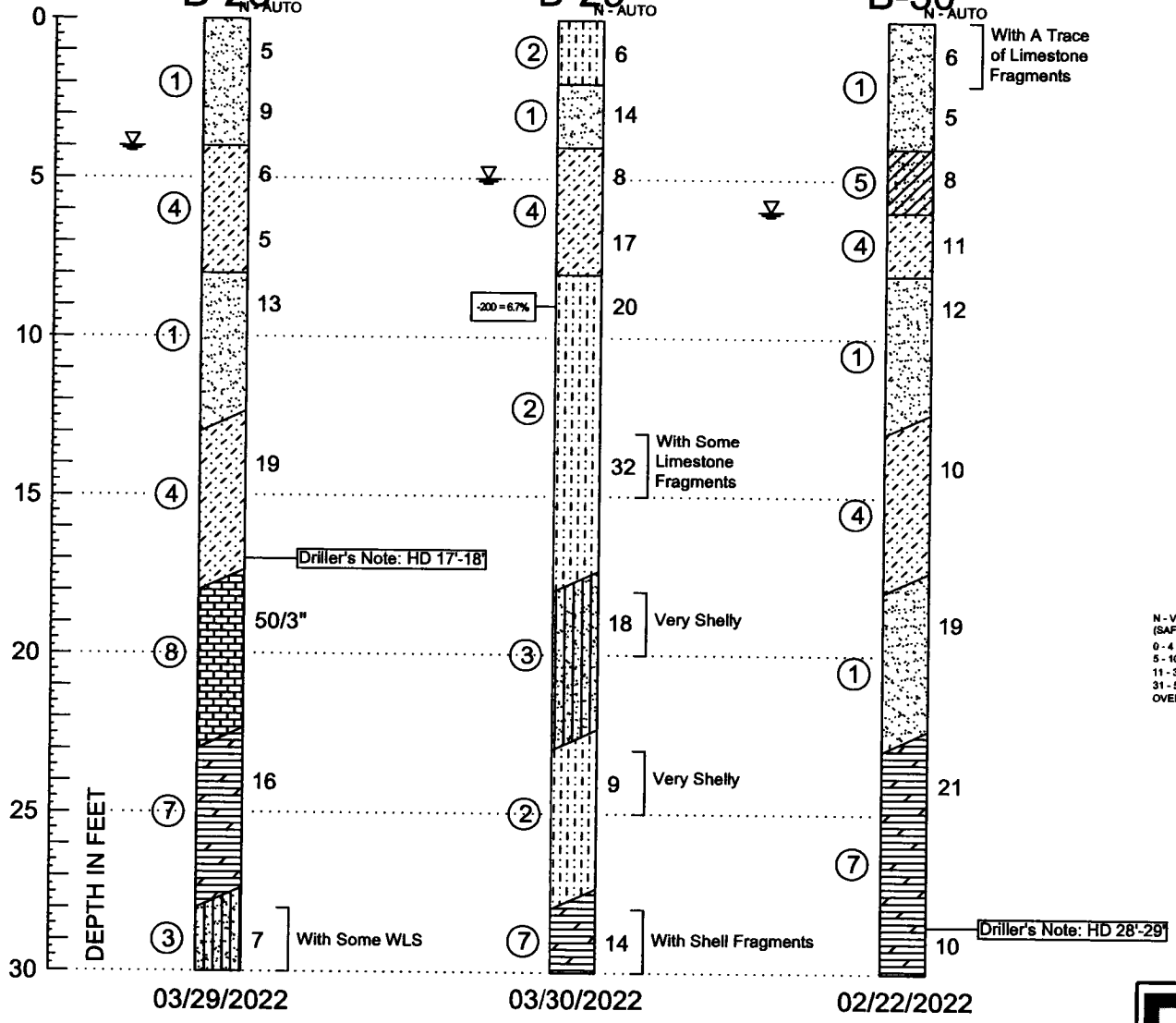

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S2024-00006 Lee County ePlan

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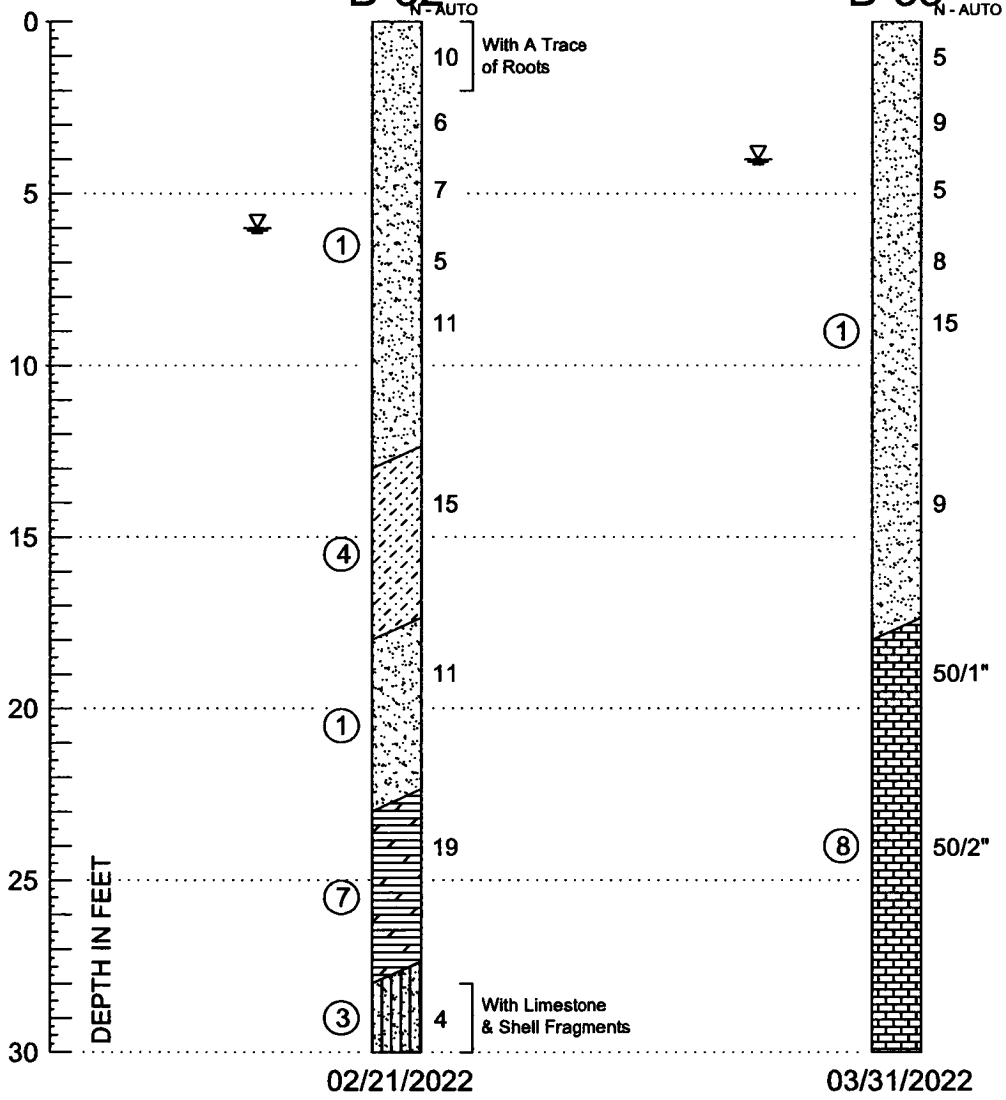

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12 - 30	MODIFIER + Y	WITH SOME
30 - 50	VERY + MODIFIER + Y	AND

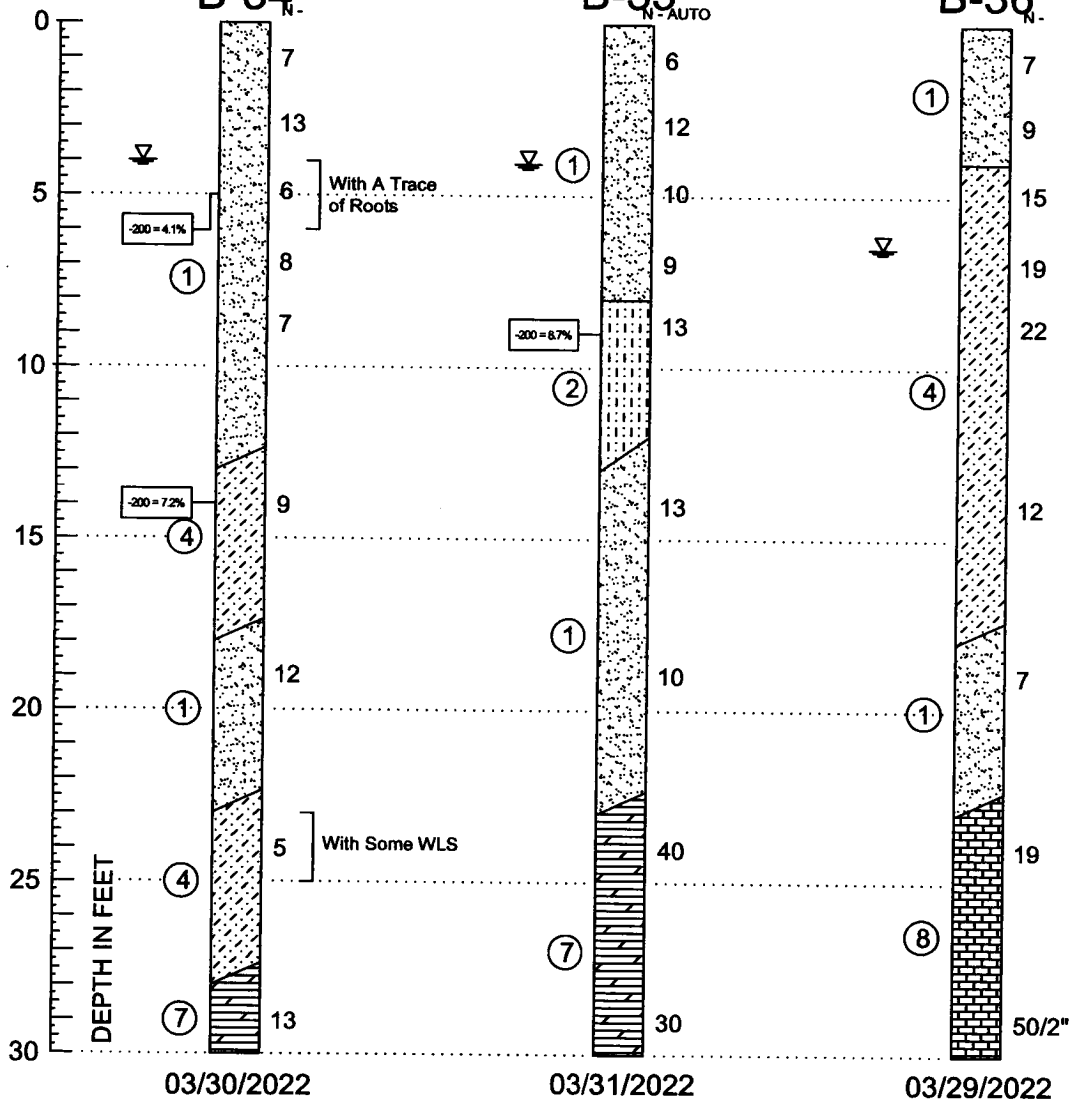
RECORD OF TEST BORINGS

Universal Engineering Sciences
201 Waldo Ave. N.
Lehigh Acres, Florida 33971
239-489-2443
www.universalengineering.com

Client: CAM7 Sub, LLC
Project No.: 0530.2200028.0000
Project:
King Ranch
Corkscrew Rd,
Eastern Lee County, Florida

Date: 04/08/2022
Drilled By: BG/LS
Rig: D50/CME-45
Drawn By: GB
Approved by: AJD

SOIL PROFILES



SOIL PROFILE LEGEND

B-X = BORING NUMBER

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GROUND WATER LEVEL ▽

INDICATES PRACTICAL REFUSAL TO BORING EQUIPMENT

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WLS - WEATHERED LIMESTONE

HA - NO RECORDED N-VALUE DUE TO HAND AUGERING PROCEDURE

CS - CEMENTED SAND

SOIL LEGEND

1. Dark to Light Brown, Dark to Light Gray, Orange, Ti SAND (SP) Very Loose to Dense
2. Gray to Light Gray, Tan, Slightly Silty SAND (SP-SM) Very Loose to Dense
3. Gray to Light Gray, Silty SAND (SM) Very Loose to Medium Dense
4. Dark to Light Brown, Gray to Light Gray, Tan, Slightly Clayey SAND (SP-SC) Very Loose to Medium Dense
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6. Brown, Gray, CLAY (CL) Stiff to Very Stiff
7. Light Gray, WEATHERED LIMESTONE (WLS) Soft to Hard
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SOIL CLASSIFICATION

CORRELATION OF N - VALUES WITH RELATIVE DENSITY AND CONSISTENCY

COHESIONLESS SOIL

N - VALUE (SAFETY)	N - VALUE (AUTO)	RELATIVE DENSITY
0 - 4	0 - 3	VERY LOOSE
5 - 10	4 - 8	LOOSE
11 - 30	9 - 24	MEDIUM DENSE
31 - 50	25 - 40	DENSE
OVER 50	OVER 40	VERY DENSE

SILTS AND CLAYS

N - VALUE (SAFETY)	N - VALUE (AUTO)	CONSISTENCY
0 - 2	0 - 1	VERY SOFT
3 - 5	2 - 4	SOFT
6 - 7	5 - 6	FIRM
8 - 15	7 - 12	STIFF
16 - 30	13 - 24	VERY STIFF
OVER 30	OVER 24	HARD

CORRELATION OF N - VALUES WITH HARDNESS DESCRIPTION

LIMEROCK

N - VALUE	RELATIVE DENSIT
0 - 50	SOFT
51 - 50 FOR 0"	HARD

APPROXIMATE FINES CONTENT	MODIFIERS
5% TO 15%	SLIGHTLY SILTY OR SLIGHTLY CLAYEY
16% TO 25%	SILTY OR CLAYEY
26% TO 49%	VERY SILTY OR VERY CLAYEY

APPROXIMATE SHELL CONTENT	MODIFIERS
0% TO 5%	WITH A TRACE OF SHELL
6% TO 12%	SLIGHTLY SHELLY
13% TO 30%	SHELLY
31% TO 50%	VERY SHELLY

APPROXIMATE ORGANIC CONTENT	MODIFIERS
2.5% TO 5%	WITH A TRACE
5% TO 20%	WITH ORGANICS
20% TO 75%	HIGHLY ORGANIC
75% TO 100%	PEAT

DEFINITION OF DESCRIPTIVE TERMS OF MODIFIERS FOR SILTS/CLAYS/SHELLS/GRAVELS ARE DESCRIBED AS FOLLOWS:

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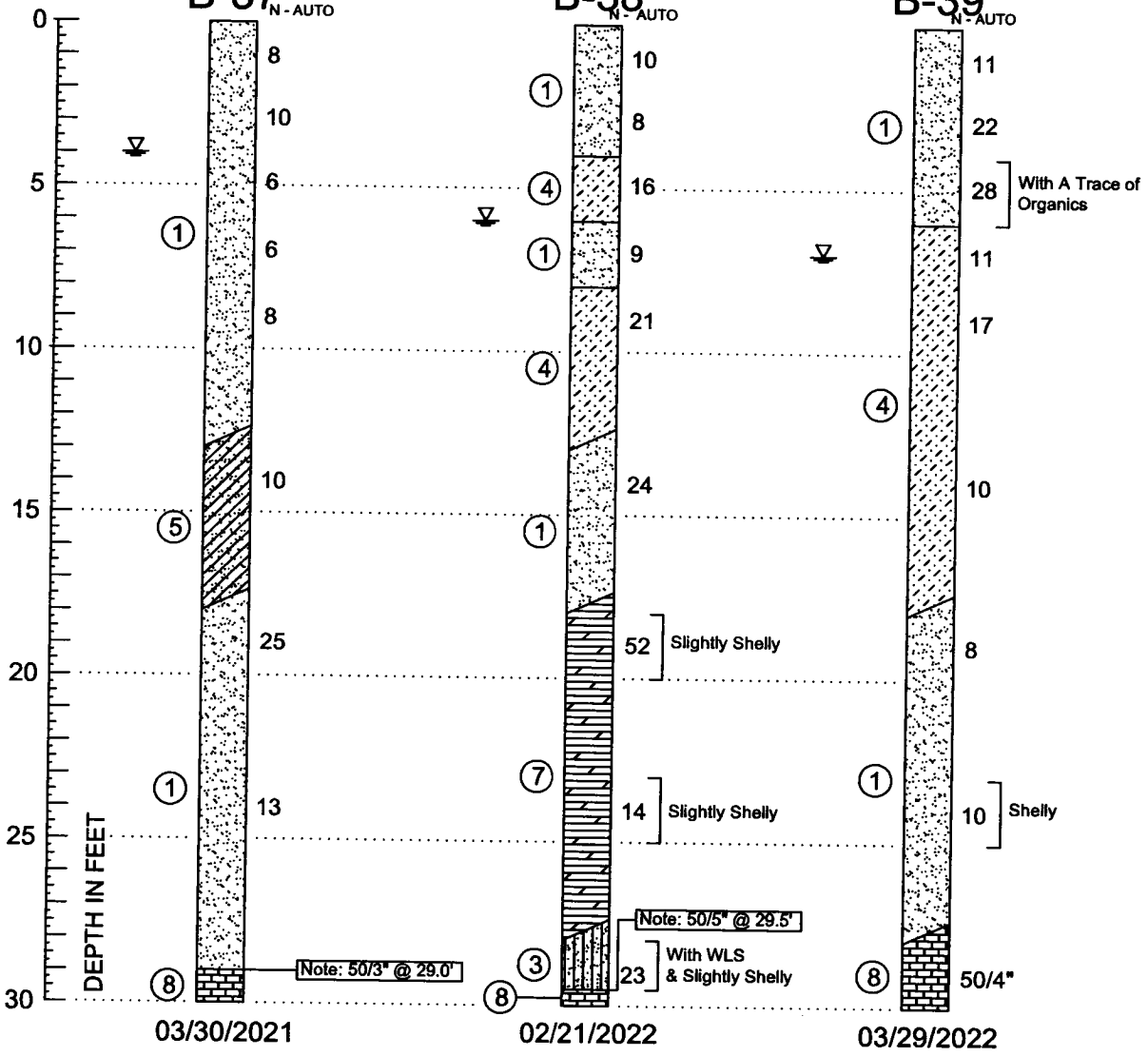

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GROUND WATER LEVEL ▽

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8 - 15	7 - 12	STIFF
16 - 30	13 - 24	VERY STIFF
OVER 30	OVER 24	HARD

CORRELATION OF N - VALUES WITH HARDNESS DESCRIPTION

LIMEROCK

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APPROXIMATE FINES CONTENT	MODIFIERS
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S2024-00006 Lee County ePlan

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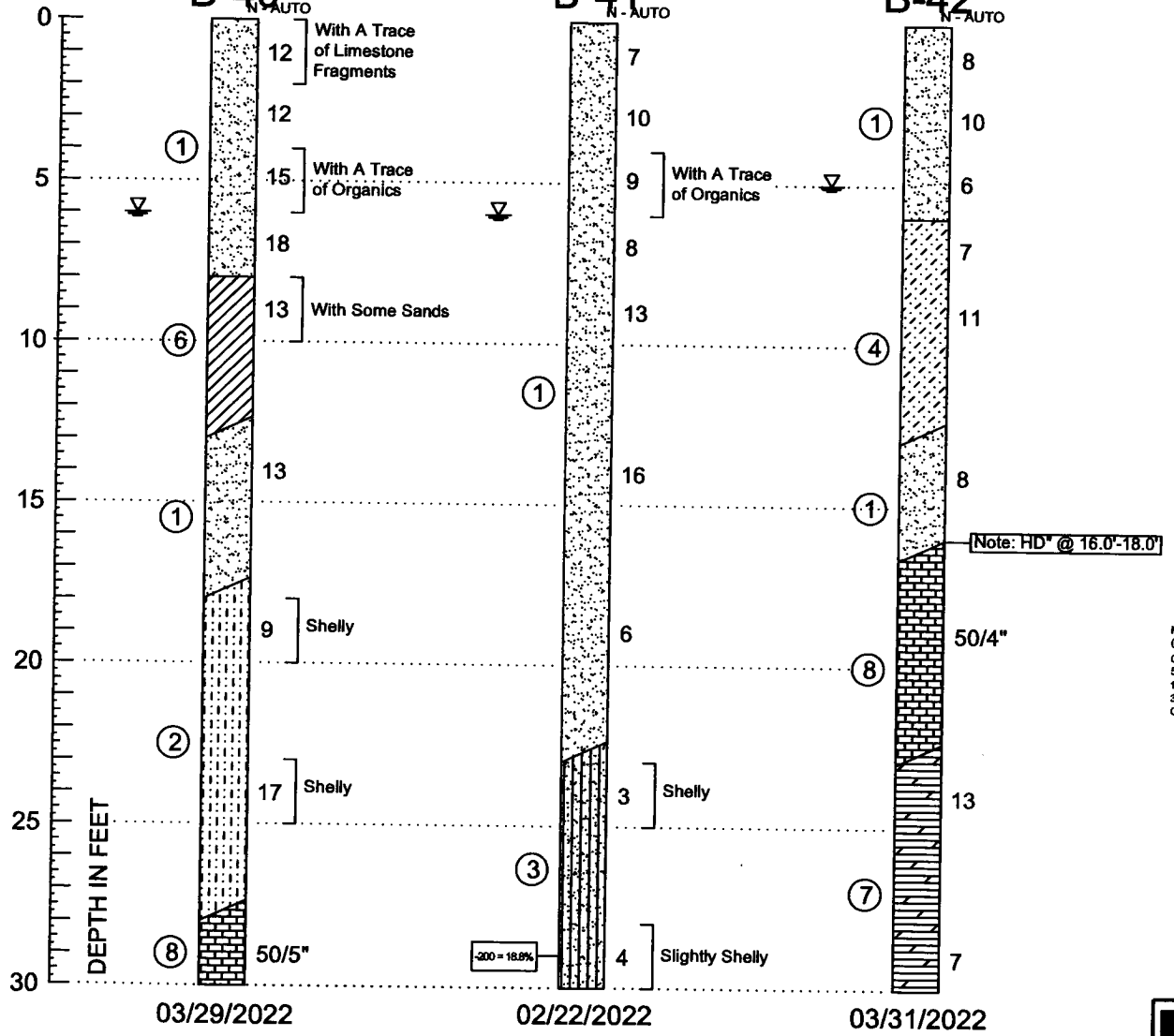

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5 - 10	4 - 8	LOOSE
11 - 30	9 - 24	MEDIUM DENSE
31 - 50	25 - 40	DENSE
OVER 50	OVER 40	VERY DENSE

SILTS AND CLAYS

N - VALUE (SAFETY)	N - VALUE (AUTO)	CONSISTENCY
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3 - 5	2 - 4	SOFT
6 - 7	5 - 6	FIRM
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OVER 30	OVER 24	HARD

CORRELATION OF N - VALUES WITH HARDNESS DESCRIPTION

LIMEROCK

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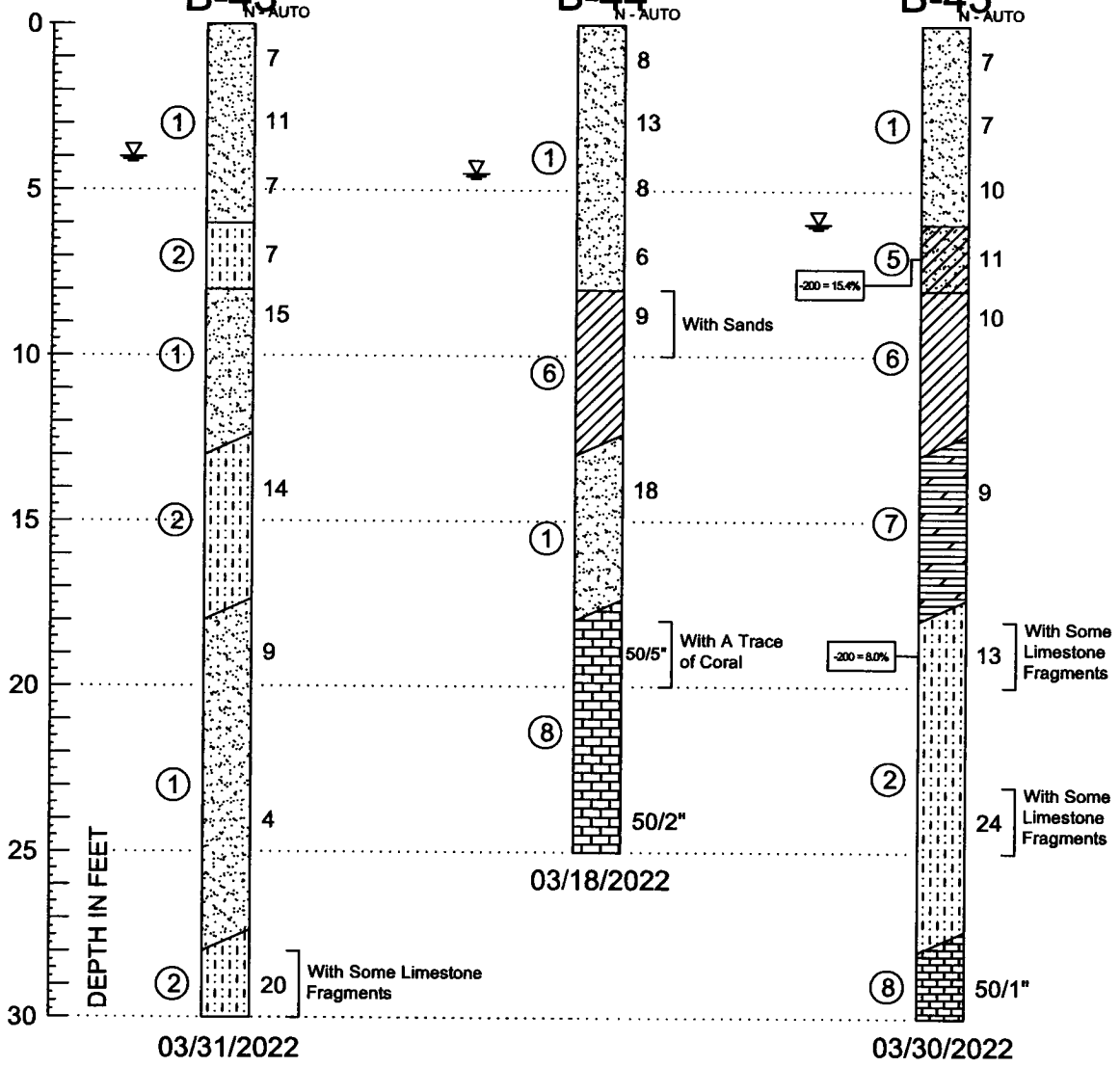

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COHESIONLESS SOIL			SILTS AND CLAYS			CORRELATION OF N - VALUES WITH HARDNESS DESCRIPTION	
						LIMEROCK	
N - VALUE (SAFETY)	N - VALUE (AUTO)	RELATIVE DENSITY	N - VALUE (SAFETY)	N - VALUE (AUTO)	CONSISTENCY	N - VALUE	RELATIVE DENSIT
0 - 4	0 - 3	VERY LOOSE	0 - 2	0 - 1	VERY SOFT	0 - 50	SOFT
5 - 10	4 - 8	LOOSE	3 - 5	2 - 4	SOFT	51 - 50 FOR 0"	HARD
11 - 30	9 - 24	MEDIUM DENSE	6 - 7	5 - 6	FIRM		
31 - 50	25 - 40	DENSE	8 - 15	7 - 12	STIFF		
OVER 50	OVER 40	VERY DENSE	16 - 30	13 - 24	VERY STIFF		
			OVER 30	OVER 24	HARD		

APPROXIMATE FINES CONTENT	MODIFIERS	APPROXIMATE SHELL CONTENT	MODIFIERS	APPROXIMATE ORGANIC CONTENT	MODIFIERS
5% TO 15%	SLIGHTLY SILTY OR SLIGHTLY CLAYEY	0% TO 5%	WITH A TRACE OF SHELL	2.5% TO 5%	WITH A TRACE
16% TO 25%	SILTY OR CLAYEY	6% TO 12%	SLIGHTLY SHELLY	5% TO 20%	WITH ORGANICS
26% TO 49%	VERY SILTY OR VERY CLAYEY	13% TO 30%	SHELLY	20% TO 75%	HIGHLY ORGANIC
		31% TO 50%	VERY SHELLY	75% TO 100%	PEAT

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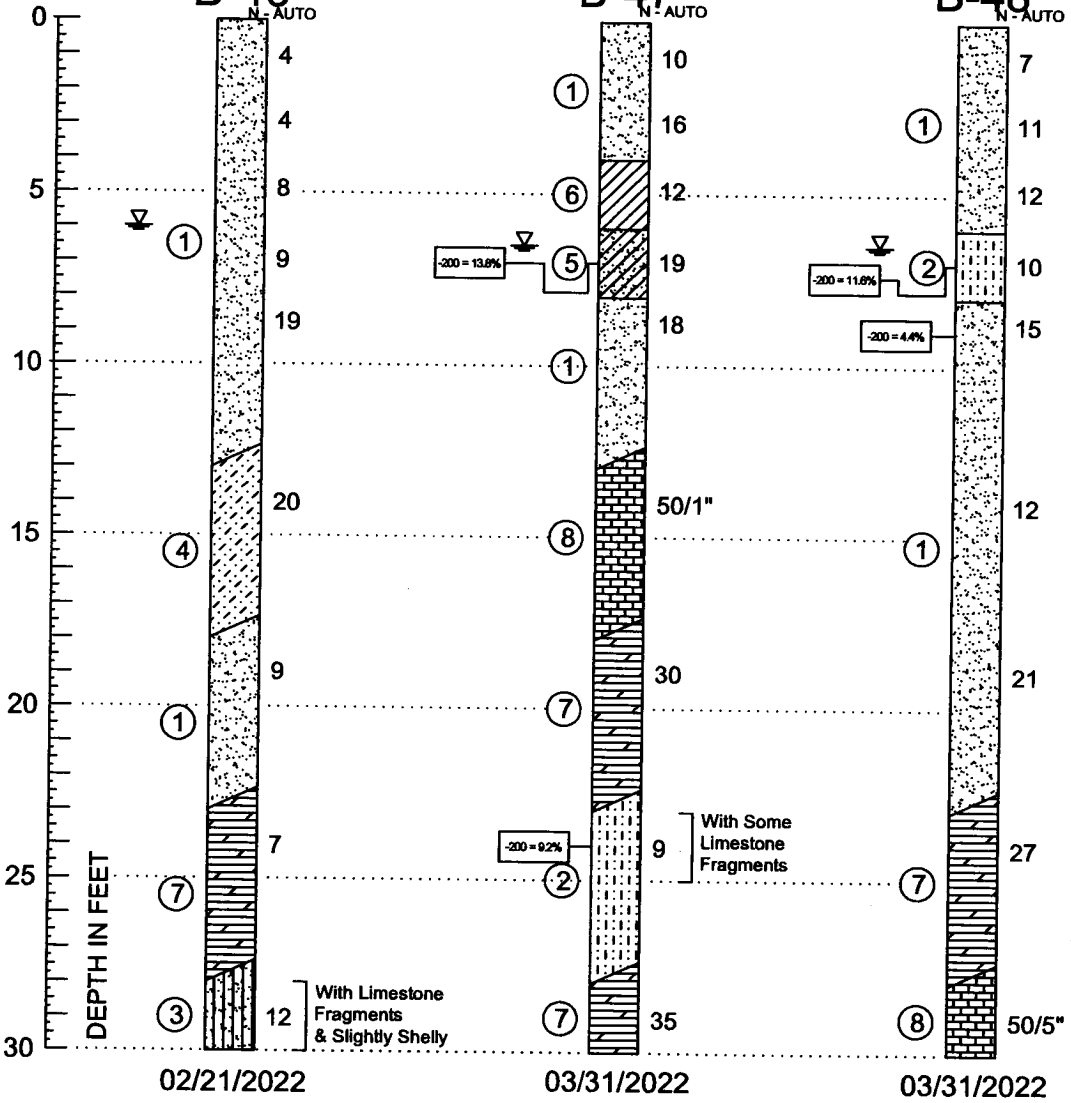

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LIMEROCK

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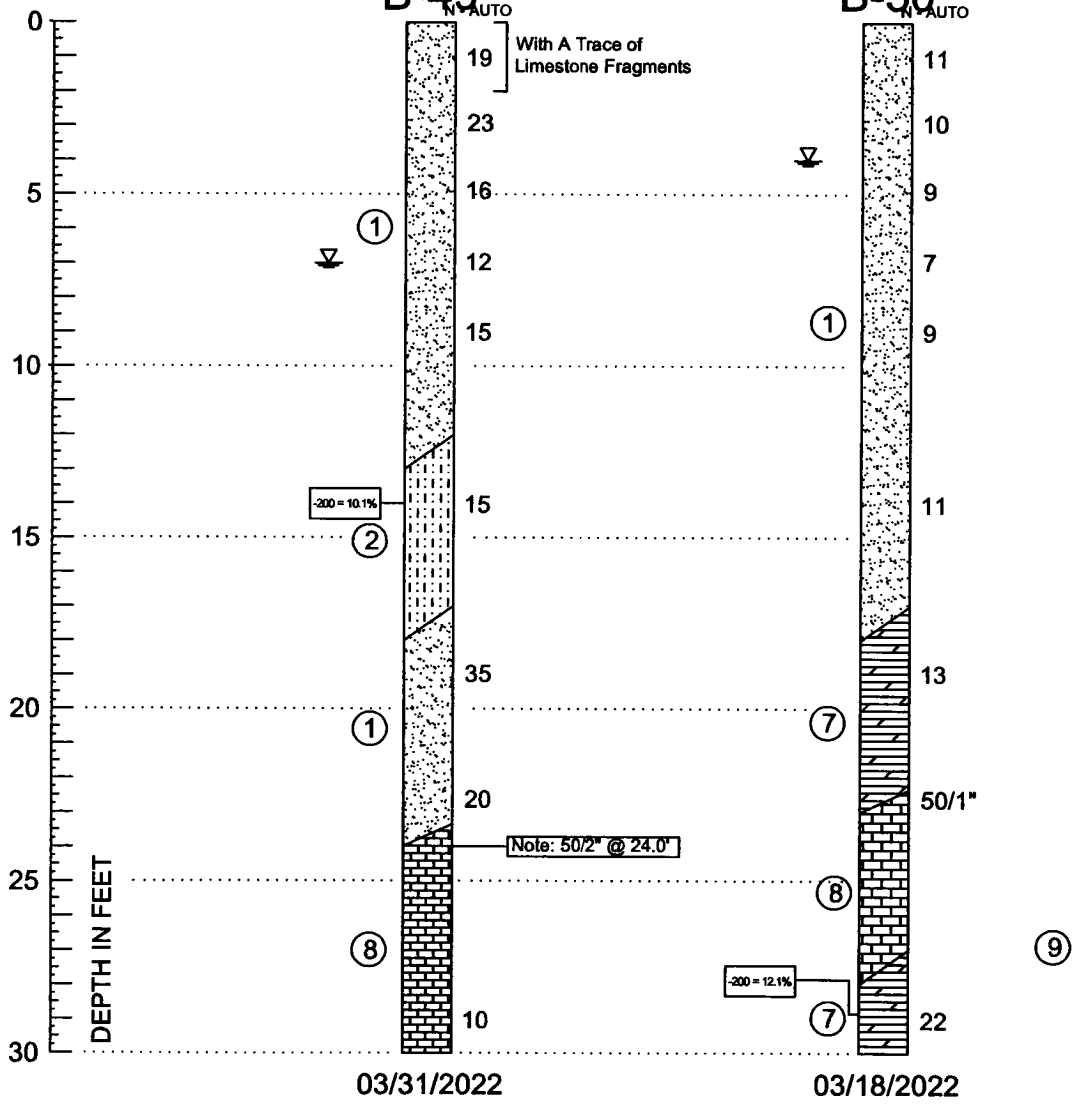

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APPROXIMATE SHELL CONTENT	MODIFIERS
0% TO 5%	WITH A TRACE OF SHELL
6% TO 12%	SLIGHTLY SHELLY
13% TO 30%	SHELLY
31% TO 50%	VERY SHELLY

APPROXIMATE ORGANIC CONTENT	MODIFIERS
2.5% TO 5%	WITH A TRACE
5% TO 20%	WITH ORGANICS
20% TO 75%	HIGHLY ORGANIC
75% TO 100%	PEAT

DEFINITION OF DESCRIPTIVE TERMS OF MODIFIERS FOR SILTS/CLAYS/SHELLS/GRAVELS ARE DESCRIBED AS FOLLOWS:

PERCENTAGE OF MODIFIER MATERIAL	FIRST QUALIFIER	SECOND QUALIFIER
0 - 5	WITH A TRACE OF + MODIFIER	WITH A TRACE
5 - 12	SLIGHTLY + MODIFIER + Y	WITH A LITTLE
12 - 30	MODIFIER + Y	WITH SOME
30 - 50	VERY + MODIFIER + Y	AND

RECORD OF TEST BORINGS

Universal Engineering Sciences
201 Waldo Ave. N.
Lehigh Acres, Florida 33971
239-489-2443
www.universalengineering.com

Client: CAM7 Sub, LLC
Project No.: 0530.2200028.0000
Project:
King Ranch
Corkscrew Rd,
Eastern Lee County, Florida

Date: 04/08/2022
Drilled By: BG/LS
Rig: D50/CME-45
Drawn By: GB
Approved by: AJD

Appendix E: Discussion of Soil Groups

DISCUSSION OF SOIL GROUPS

COARSE GRAINED SOILS

GW and SW GROUPS. These groups comprise well-graded gravelly and sandy soils having little or no plastic fines (less than 5 percent passing the No. 200 sieve). The presence of the fines must not noticeably change the strength characteristics of the coarse-grained fraction and must not interface with it's free-draining characteristics.

GP and SP GROUPS. Poorly graded gravels and sands containing little of no plastic fines (less than 5 percent passing the No. 200 sieve) are classed in GP and SP groups. The materials may be called uniform gravels, uniform sands or non-uniform mixtures of very coarse material and very fine sands, with intermediate sizes lacking (sometimes called skip-graded, gap-graded or step-graded). This last group often results from borrow pit excavation in which gravel and sand layers are mixed.

GM and SM GROUPS. In general, the GM and SM groups comprise gravels or sands with fines (more than 12 percent passing the No. 200 sieve) having low or no plasticity. The plasticity index and liquid limit of soils in the group should plot below the "A" line on the plasticity chart. The gradation of the material is not considered significant and both well and poorly graded materials are included.

GC and SC GROUPS. In general, the GC and SC groups comprise gravelly or sandy soils with fines (more than 12 percent passing the No. 200 sieve), which have a fairly high plasticity. The liquid limit and plasticity index should plot above the "A" line on the plasticity chart.

FINE GRAINED SOILS

ML and MH GROUPS. In these groups, the symbol M has been used to designate predominantly silty material. The symbols L and H represent low and high liquid limits, respectively, and an arbitrary dividing line between the two is set at a liquid limit of 50. The soils in the ML and MH groups are sandy silts, clayey silts or inorganic silts with relatively low plasticity. Also included are loess type soils and rock flours.

CL and CH GROUPS. In these groups the symbol C stands for clay, with L and H denoting low or high liquid limits, with the dividing line again set at a liquid limit of 50. The soils are primarily inorganic clays. Low plasticity clays are classified as CL and are usually lean clays, sandy clays or silty clays. The medium and high plasticity clays are classified as CH. These include the fat clays, gumbo clays and some volcanic clays.

OL and OH GROUPS. The soil in the OL and OH groups are characterized by the presence of organic odor or color, hence the symbol O. Organic silts and clays are classified in these groups. The materials have a plasticity range that corresponds with the ML and MH groups.

HIGHLY ORGANIC SOILS

The highly organic soils are usually very soft and compressible and have undesirable construction characteristics. Particles of leaves, grasses, branches, or other fibrous vegetable matter are common components of these soils. They are not subdivided and are classified into one group with the symbol PT. Peat humus and swamp soils with a highly organic texture are typical soils of the group.

Appendix F: Laboratory Testing Results

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UNIVERSAL ENGINEERING SCIENCES

Fines Content Determination (200 Wash)
ASTM C117

Project: King Ranch
Client: CAM7-Sub, LLC
Client Address: 21101 Design Parc Lane, STE 103, Estero, Florida 3
Material Location: See below
Sampled By: A. Neela
Tested By: CG
Material Description: See respective boring logs
Material Classificatio 0

Project ID: 0530.2200028.0000
Report ID: 0
Lab/MAC ID: 21-0962 to 21-0968
Date Sampled: 4/6/2021
Date Tested: 4/14/2021
Method: A

B-49 (13'-15')	487.3	438.3	10.1	SP-SM
B-48 (6'-8')	367.8	325.3	11.6	SP-SM
B-48 (8'-10')	461.8	441.6	4.4	SP
B-47 (6'-8')	232.5	200.4	13.8	SC
B-47 (23'-25')	737.2	669.4	9.2	SP-SM
B-45 (6'-8')	348.9	295.2	15.4	SC
B-45 (18'-20')	394.2	362.6	8.0	SP-SM

Respectfully Submitted
UNIVERSAL ENGINEERING SCIENCES, LLC
REGISTRY #0549

4/12/2022
Adam J. Domacker, P.E
Registered Engineer # 85319
State of Florida

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UNIVERSAL ENGINEERING SCIENCES

Fines Content Determination (200 Wash)
ASTM C117

Project: King Ranch
Client: CAM7-Sub, LLC
Client Address: 21101 Design Parc Lane, STE 103, Estero, Florida 3
Material Location: See below
Sampled By: A. Neela
Tested By: CG
Material Description: See respective boring logs
Material Classificatio 0

Project ID: 0530.2200028.0000
Report ID: 0
Lab/MAC ID: 21-0969 to 21-0975
Date Sampled: 4/6/2021
Date Tested: 4/14/2021
Method: A

B-26 (4'-6')	922.5	859.0	6.9	SP-SC
B-25 (4'-6')	894.7	815.4	8.9	SP-SC
B-34 (4'-6')	851.2	816.0	4.1	SP
B-34 (13'-15')	688.0	638.6	7.2	SP-SC
B-29 (8'-10')	1135.0	1058.5	6.7	SP-SM
B-35 (8'-10')	785.4	717.4	8.7	SP-SM
B-12 (13'-15')	722.5	660.9	8.5	SP-SC

Respectfully Submitted
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REGISTRY #0549

4/12/2022
Adam J. Dornacker, P.E
Registered Engineer # 85319
State of Florida

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UNIVERSAL ENGINEERING SCIENCES

Fines Content Determination (200 Wash)
ASTM C117

Project: King Ranch
Client: CAM7-Sub, LLC
Client Address: 21101 Design Parc Lane, STE 103, Estero, Florida 3
Material Location: See below
Sampled By: A. Neela
Tested By: CG
Material Description: See respective boring logs
Material Classificatio 0

Project ID: 0530.2200028.0000
Report ID: 0
Lab/MAC ID: 21-0976 to 21-0982
Date Sampled: 4/6/2021
Date Tested: 4/14/2021
Method: A

B-21 (8'-10')	808.8	700.4	13.4	SC
B-13 (4'-6')	738.3	702.2	4.9	SP
B-10 (13'-15')	772.0	740.7	4.1	SP
B-14 (13'-15')	523.4	458.9	12.3	SC
B-23 (18'-20')	464.0	411.3	11.4	SP-SM
B-41 (28'-30')	453.1	367.9	18.8	SM
B-50 (28'-30')	674.0	592.4	12.1	SM

Respectfully Submitted
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REGISTRY #0549

4/12/2022
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UNIVERSAL ENGINEERING SCIENCES

Fines Content Determination (200 Wash)
ASTM C117

Project: King Ranch
Client: CAM7-Sub, LLC
Client Address: 21101 Design Parc Lane, STE 103, Estero, Florida 3
Material Location: See below
Sampled By: A. Neela
Tested By: CG
Material Description: See respective boring logs
Material Classificatio 0

Project ID: 0530.2200028.0000
Report ID: 0
Lab/MAC ID: 21-0983 to 21-0986
Date Sampled: 4/6/2021
Date Tested: 4/14/2021
Method: A

B-24 (13'-15')	978.2	857.7	12.3	SM
B-26 (23'-25')	504.2	268.4	46.8	SM
B-15 (18'-20')	506.1	463.7	8.4	SP-SM
B-24 (28'-30')	457.0	249.6	45.4	SM

Respectfully Submitted
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REGISTRY #0549

4/12/2022
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Registered Engineer # 85319
State of Florida

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APPENDIX C

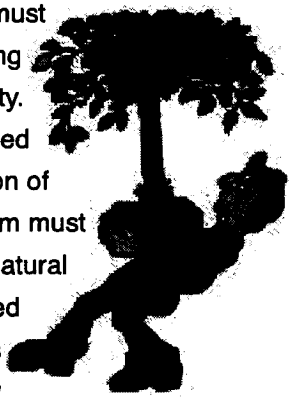
Lee County Fertilizer Ordinance No. 08-08

LEE COUNTY FERTILIZER ORDINANCE [08-08]

APPLICATION: This ordinance applies to anyone performing lawn care and maintenance on turf and/or landscape plants within unincorporated Lee County as a "professional landscape business" or an "institutional landscaper". This ordinance does not apply to individual homeowners who perform their own landscape maintenance.

EFFECTIVE DATE: This ordinance goes in to effect on May 13, 2009.

REGISTRATION:



- All professional landscape businesses must register with Lee County prior to performing landscaping within unincorporated Lee County. At least one (1) employee must be a Certified Professional Landscaper. Proof of completion of a Lee County approved BMP training program must be provided to the Division of Lee County Natural Resources. At least one (1) BMP trained employee must be on site while fertilizers are applied. A registration decal provided by the division must be displayed on all company vehicles. NOTE: An example of a professional landscape business is any company you hire to perform landscaping at your home.
- All institutional landscapers must follow the same registration guidelines as professional landscape businesses with the exception of displaying a registration decal on company vehicles. NOTE: An example of an institutional landscaper is the in-house landscape maintenance staff at Shadow Wood.

TRAINING & CERTIFICATION:

- Florida Green BMP training & certification can be completed through the Lee County Extension Service. This must be done prior to registration.
- Non-professional landscapers are not required to complete the Florida Green BMP training & certification, but are strongly encouraged to participate in the University of Florida IFAS Florida Yards & Neighborhoods Outreach & Public Education Program. This applies to individual owners of single-family residential units who perform lawn care and maintenance on turf and/or landscape plants.

TIMING OF FERTILIZER APPLICATION: Fertilizers containing Nitrogen (N) and/or Phosphorus (P) may not be applied on turf and/or landscape plants from June 1 through September 30.

FERTILIZER CONTENT/APPLICATION RATE:

- Phosphorus (P) in any fertilizer may not exceed a rate of 0.25 lb. per 1,000 sq. ft. per application.
- Phosphorus (P) in any fertilizer may not exceed a rate of 0.50 lbs. per 1,000 sq. ft. per year.
- All fertilizers applied must contain at least 50% slow release nitrogen (N).
- Nitrogen (N) in any fertilizer may not exceed a rate of 4 lbs. per 1,000 sq. ft. per year.

IMPERVIOUS SURFACES: No fertilizers should be deposited, intentionally or accidentally, on an impervious surface such as a driveway, sidewalk or street.

BUFFER ZONES: No fertilizers shall be applied on turf and/or landscape plants within ten (10) feet of a water body, seawall or wetland. (See Florida DEP chapter 62-340)

MODE OF FERTILIZER APPLICATION: When using a rotary spreader, use of a deflector shield is required to deflect fertilizers away from water bodies, seawalls and wetlands.

LOW MAINTENANCE ZONES (NO MOW): A voluntary six (6) foot low maintenance zone is strongly recommended from any water body, seawall or wetland.

GRASS CLIPPINGS/VEGETATIVE MATERIAL: No grass clippings or vegetative materials shall be deposited into storm drains, ditches, water bodies, roadways or other impervious surfaces.

EXEMPTIONS (ordinance does not apply to):

- New landscaping in place for less than sixty (60) days.
- Vegetable gardens as long as they are not within fifteen (15) feet of a water body, seawall or wetland.
- Yard waste, compost or mulches applied to improve the soil.
- Reclaimed water used for irrigation which usually contains high amounts of nitrogen and phosphorus.
- Farm operations.
- Pastures used for grazing livestock.
- Golf courses.
- Specialized turf areas (parks, cemeteries, athletic fields, golf practice areas).

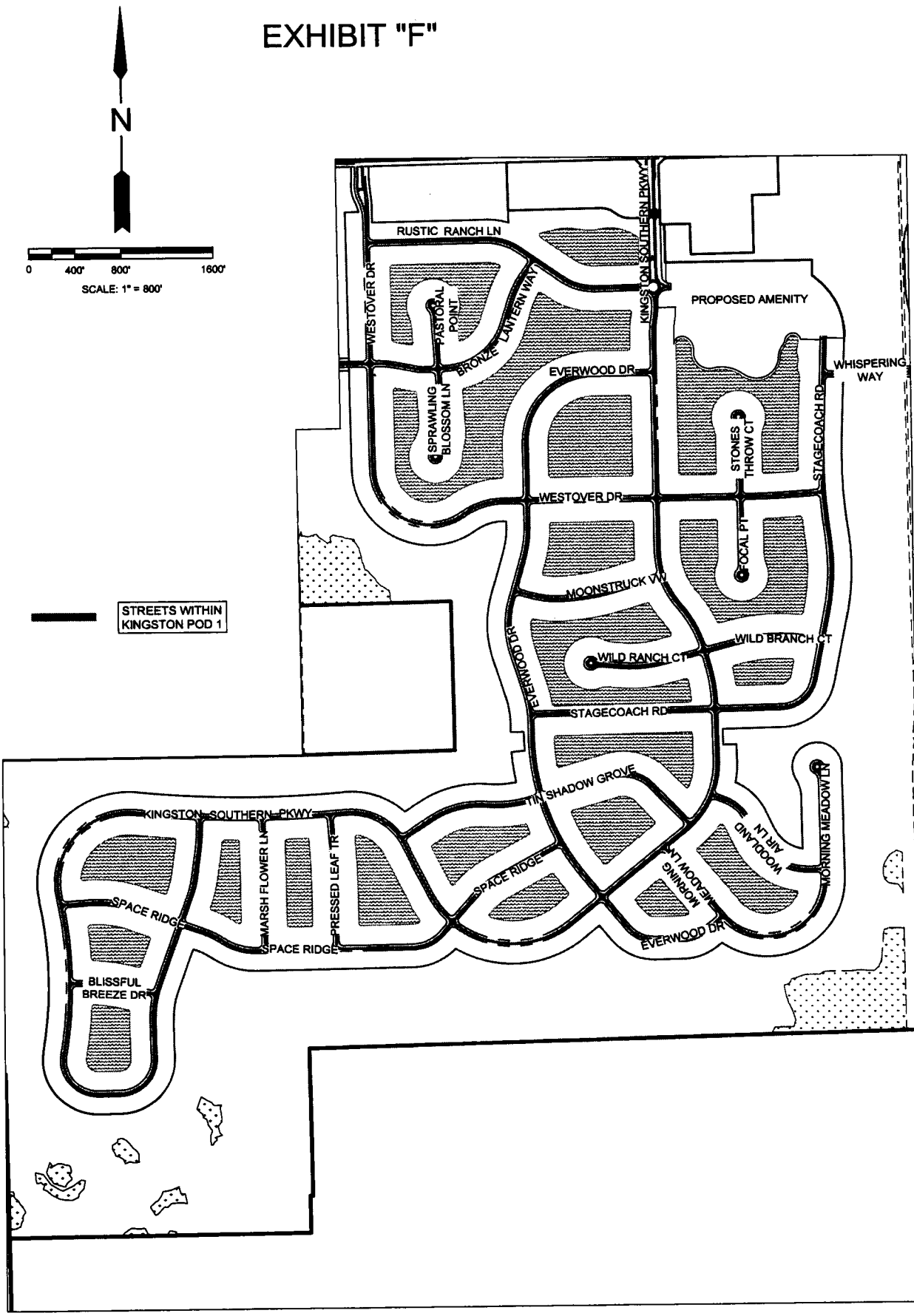
ENFORCEMENT & PENALTIES:

- This ordinance shall be enforced by designated Lee County officials and/or inspectors.
- First violation...$100.00
- Second violation...$250.00
- Third and subsequent violations...$500.00

EXHIBIT "F"

ACCESS MANAGEMENT PLAN

EXHIBIT "F"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WESTOVER DR
PASTORAL POINT
BRONZE LANTERN WAY
KINGSTON SOUTHERN PKWY
PROPOSED AMENITY
WHISPERING WAY
EVERWOOD DR
SPRAWLING BLOSSOM LN
STONES THROW CT
STAGECOACH RD
WESTOVER DR
FOCAL PT
MOONSTRUCK VW
WILD BRANCH CT
WILD RANCH CT
EVERWOOD DR
STAGECOACH RD
TIN SHADOW GROVE
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KINGSTON SOUTHERN PKWY
WOODLAND AIR LN
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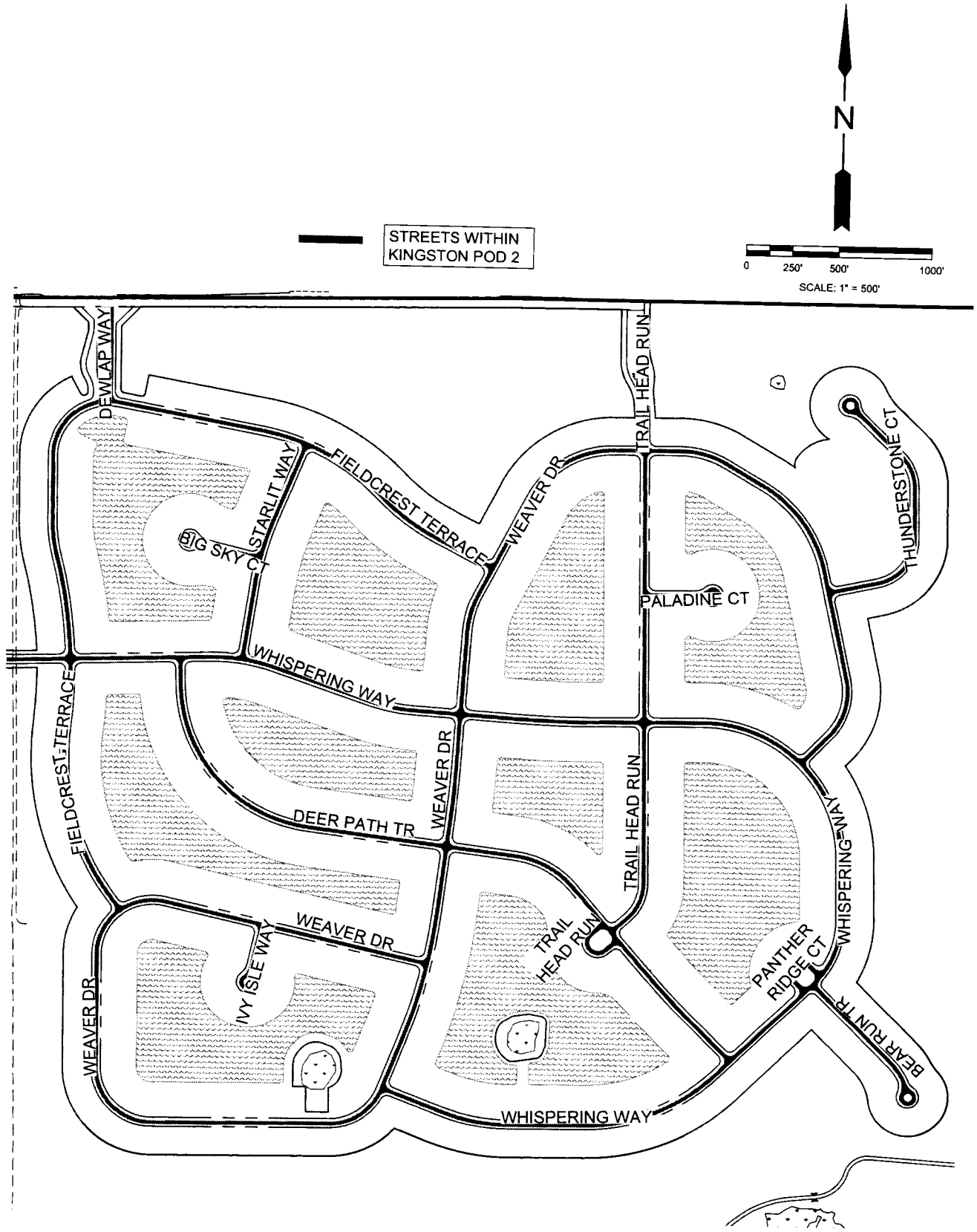
BLISSFUL BREEZE DR



J.R. EVANS ENGINEERING

KINGSTON

POD 2

00857-01-E02 POD 2 STREET NAMES 02.03.26.DWG

February 4, 2026