

This instrument was prepared by
Record and Return to:
Vogler Ashton, PLLC
2411-A Manatee Ave. W.
Bradenton, Florida 34205

DECLARATION OF CONDOMINIUM OF RICHMOND PARK MASTER CONDOMINIUM, A
CONDOMINIUM

NEAL COMMUNITIES ON THE BRADEN RIVER, LLC, a Florida limited liability
company, does hereby declare as follows:

1. INTRODUCTION AND SUBMISSION.

- 1.1 The Master Property. The Developer owns the fee title to certain real property located in Collier County, Florida, as more particularly described in Exhibit "A" annexed hereto and made a part hereof (the "Master Property"). Condominium I of the Master Property is more particularly described and depicted in Exhibit "B-I", and further, upon submission to the condominium form of ownership, Additional condominiums which may be created are more particularly described and depicted in Exhibit "B-II". Exhibits "B-I" and "B-II" are attached hereto and incorporated herein.
- 1.2 Submission Statement. The Developer hereby submits the Master Property and all infrastructure improvements and amenities developed or to be developed thereon, all rights and appurtenants belonging thereto, now or hereafter situated on, under, or within the Master Property to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and to the provisions and terms of this Declaration of Condominium of Richmond Park Master Condominium, a Condominium, (the "Master Declaration"). The terms and provisions of this Declaration shall be binding upon the Master Property and all owners thereof, including their successors and assigns, the provisions of which shall restrict the Master Property and shall run with the land.
- 1.3 Designation of Master Unit. For purposes of the Master Declaration, the land area upon which the Amenities Center is constructed and developed shall hereinafter be defined as the "Master Unit".
- 1.4 Name. The name by which this condominium is to be identified is RICHMOND PARK MASTER CONDOMINIUM, A CONDOMINIUM (hereinafter called the "Master Condominium").
- 1.5 Richmond Park Community. The Master Property is a planned residential development known as Richmond Park. The Developer intends to develop and construct master infrastructure improvements to the Master Property and amenities for use in connection with a condominium development known as Richmond Park. The Developer contemplates that Richmond Park will consist of two (2) or more

condominiums which will be developed and constructed on the lands defined as Condominium I and Additional Condominiums herein. Also, the Master Condominium will be operated by and subject to a master association that will own, operate, maintain, repair, and replace, for the benefit of Richmond Park and any of the individual condominiums developed and constructed, the master infrastructure including the roadways, lakes, drainage systems, entry gates, conservation and preservation areas, and such recreational facilities, amenities, and other services provided by the Developer at its option. The maximum number of Units entitled to use the Master Infrastructure shall be one hundred four (104).

2. **DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 2.2 "Additional Condominiums" means Condominium II, more particularly described and depicted in Exhibit B-II ("Condominium II"), which Developer may, but shall not be obligated to, submit to condominium ownership.
- 2.3 "Amenities Center" means the Common elements described in Section 4.
- 2.4 "Board" or "Board of Directors" means the representative body that is responsible for administration of the Master Association.
- 2.5 "Building(s)" means the structure(s) situated on the Master Property in which the Amenities Center is located.
- 2.6 "Common Elements" means and includes the Master Infrastructure and the Amenities Center and any other parts of the Master Property designated as Common Elements in this Master Declaration or the Act, which shall specifically include the Surface Water Management System Facilities located on or appurtenant to the Master Property, including but not limited to storm piping, and lake(s), if any.
- 2.7 "Common Expenses" mean all expenses properly incurred by the Master Association in the performance of its duties for the operation, management, maintenance, repair, replacement or protection of the Common Elements and Master Association Property, if any, the costs of carrying out the powers and duties of the Master Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Master Declaration, the Master Articles or the Master By-Laws. For all purposes of this Master Declaration, "Common Expenses" shall also include, without limitation: (a) all reserves required by the Act or otherwise established by the Master Association, regardless of when reserve funds are expended; (b) the cost and expense of any and all Utility Services utilized by the Master Association; (c) costs relating to

reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (d) roadway repair and replacement; (e) the cost of landscaping, lawn maintenance, limited access entry gate(s), signage, and perimeter boundary wall or fence, if any; (f) performance and management of the conservation easement conveyed to Collier County, Florida; (g) the real property taxes, assessments and other maintenance expenses attributable to the master Property and any Master Association Property; (h) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Master Association rather than being owned by it; (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined); (j) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (k) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance and bonds for officers and directors of the Master Association; (l) costs resulting from damage to the Master Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Common Expenses shall not include any separate obligations of individual Unit Owners or the condominiums established on the Individual Condominium Parcels.

- 2.8 "Common Surplus" means the amount of all receipts or revenues, including Master Assessments, rents or profits collected by the Master Association which exceeds Common Expenses.
- 2.9 "County" means County of Collier, Florida.
- 2.10 "Developer" or "Declarant" means NEAL COMMUNITIES ON THE BRADEN RIVER, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Master Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- 2.11 "Dispute", for purposes of Article 18 of the Master By-Laws, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Master Declaration, the Master Articles or Master By-Laws; (b) the failure of the Master Association, when required by law or this Master Declaration, the Master Articles or Master By-Laws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute"

shall not include any disagreement that primarily involves title to any Common Element; the interpretation or enforcement of any claim against the Developer, or the levy of a fee or Master Assessment or the collection of a Master Assessment levied against a responsible party.

- 2.12 "Life Safety Systems" mean and refer to any and all emergency lighting, audio and visual signals, security systems, and sprinkler and smoke detection systems, if any, which have been installed in the Building, pursuant to the requirements of the applicable governmental authority having jurisdiction over same. All such Life Safety Systems, if any, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements.
- 2.13 "Individual Condominium(s)" means Condominium I, and, upon submission to the condominium form of ownership, Condominium II.
- 2.14 "Master Articles" or "Master Articles of Incorporation" mean the Articles of Incorporation of the Master Association, as amended from time to time, and attached hereto as Exhibit "C".
- 2.15 "Master Assessment" means a share of the funds that are required for the payment of Common Expenses of the Master Association that from time to time is assessed against the Individual Condominiums.
- 2.16 "Master Association" or "Master Condominium Association" means RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Master Condominium.
- 2.17 "Master Association Property" means the Master Property, the Common Elements, and any real and personal property, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Master Association for the use and benefit of its Members.
- 2.18 "Master By-Laws" mean the By-Laws of the Master Association, as they are amended from time to time, and attached hereto as Exhibit "D".
- 2.19 "Master Property" means the lands, leaseholds, improvements and other personal property described in Subsection 1.1 and the Amenities Center, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Master Condominium.
- 2.20 "Master Declaration" or "Master Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.21 "Master Infrastructure" mean all structures and artificial changes to the natural environment located on the Master Property, including, but not limited to, the

Buildings, the roadways, lakes, ponds, drainage systems and facilities, retention areas, entry gates, conservation and preservation areas, and such recreational facilities, amenities, and other services provided by the Developer at its option on the Master Property.

- 2.22 "Master Association" means RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Master Infrastructure.
- 2.23 "Member" means the Unit Owners of the Individual Condominiums who are members of the Master Association.
- 2.24 "Condominium I" refers to the real property and improvements thereon more particularly described in Exhibit "B-I" which Developer is simultaneously submitting to condominium ownership pursuant to a Declaration of Condominium for Richmond Park I, a condominium.
- 2.25 "Surface Water Management System Facilities" means all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and the like, if any, located on the Common Elements of the Condominium Property and not included as part of the Master Infrastructure.
- 2.26 "Unit" means a part of the Master Property which is subject to exclusive ownership.
- 2.27 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Unit within any Individual Condominium.
- 2.28 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration, By-Laws, and Articles of Incorporation, shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable or satellite television, telephone, communication devices and elements, digital service, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. GRANT AND RESERVATION OF EASEMENTS. The following non-exclusive rights and easements shall exist and are hereby declared and established to the benefit of Developer and Owners, their successors, transferees and assigns, lessees, invitees, guests, and all those persons that derive a right of occupancy and use by and through an Owner, the Master Association, and an Individual Condominium, all as more fully set forth herein, which non-exclusive rights and easements shall be (i) an appurtenance to each Individual Condominium, Owner, the Master Association, and the Master Property, and (ii) a burden upon the Individual Condominiums and the Master Property. The non-exclusive rights and easements granted herein shall be private. Persons engaged in civic, public, charitable, or political activities on the Master Property, including, but not limited to the activities set forth below, shall not be authorized to use all or any portion of the non-exclusive rights and easements provided for herein, to wit: (i) exhibiting any

placard, sign or notice; (ii) distributing any circular, handbill, placard or booklet; (iii) soliciting memberships or contributions for private, civic, public, charitable or political purposes; and (iv) parading, picketing, or demonstrating. The non-exclusive rights and easements include the following:

3.1 Ingress and Egress. A perpetual, non-exclusive easement of vehicular and pedestrian ingress and egress over and upon driveways, entrances, exits, drive aisles, sidewalks, paths and pedestrian ways, as the same may exist from time to time, from, over, upon and across all areas of the Master Property (collectively referred to as the "Access Easement"). Location of the Access Easement may be altered, modified, moved or relocated by Developer, and use of the Access Easement is limited to vehicular and pedestrian ingress and egress only by the Developer and Owners, their successors, transferees and assigns, lessees, invitees, guests, and all those persons that derive a right of occupancy and use by and through an Owner, the Master Association, and an Individual Condominium, for the sole purpose of permitting reasonable amounts and types of travel between the Master Property and the Individual Condominiums and the private easements and public rights of way that serve and are appurtenant to the Master Property.

3.2 Utilities. A perpetual, non-exclusive easement, right, license and privilege, as necessary, on, to, over and across the Master Property, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all water, sewer, drainage, electric, gas, telephone, telecommunications, irrigation and other utilities, utility lines and related facilities, over, above, along, under, in and across the Master Property, wherever such utilities, utility lines and related facilities may be presently located or are to be located (the "Utility Easement"). Provided however (i) no utilities may be installed or extended over, along, across or under the Buildings or other improvements existing on the Master Tract unless otherwise approved by the Master Association in writing; (ii) the installation, operation, maintenance of such utilities shall not materially interfere with uses existing on the Master Property, and (iii) unless otherwise approved by the Master Association in writing, all utilities shall be located underground (excluding above ground transformers, and connection boxes directly affixed to Buildings, signs and other improvements).

3.3 Drainage. A perpetual, non-exclusive easement to tap into, maintain and use, any and all storm sewer lines and related facilities (including any retention or detention lakes or ponds) now or hereafter located on or serving the Master Property, including the right to construct, install, lay and maintain any underground stormwater drainage lines, junction boxes and related facilities, all in accordance with and subject to drainage and grading plans approved by the County and the Developer (hereinafter the "Drainage Easement").

3.4 Parking. A perpetual, non-exclusive easement, right, license and privilege as necessary, on, to, over and across the Master Property, for the purpose of vehicular parking in the parking spaces as may exist from time to time on the Master Property, including the approximately twenty-four (24) parking spaces planned for development on the Master Property (hereinafter the "Parking Easement").

3.5 Reserved Easements. Non-exclusive easements are reserved under, through and over the Condominium Property, for the Developer and the Master Association, as may be required from time to time, for drainage, access, maintenance, utility, cable television, communications and monitoring systems, digital satellite systems, other satellite systems, broadband communications, Life Safety Systems, security systems, and other services in order to serve the Master Property and the Individual Condominiums. The aforementioned easements are perpetual and shall run with the land; they may not be terminated, extinguished or restricted.

3.6 Construction; Maintenance. The Developer (including its affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Master Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof, or any part thereof, or any Master Infrastructure located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

3.7 Sales and Leasing Activity. For as long as there are any unsold Units within any Individual Condominium, the Developer, its designees, successors and assigns, shall have the right to use any portion of the Master Property, including the Amenities Center, for sales, leasing, management, administration and construction offices, to coordinate the showing of model Units to prospective purchasers and tenants of Units, and to erect on the Master Property signs and other promotional material to advertise Units for sale or lease.

3.8 Cable TV and Communication Devices. The Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any satellite, digital, wireless, closed circuit, master antenna or similar device, community antenna or cable television system or the like (including any and all related conduits, wires, amplifiers, antennas, dish, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Master Property (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"), (ii) Ownership of any digital satellite system and/or other device for internet website communication or the future equivalent (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it or one of its successors, assigns, designees or nominees installs in part or in whole on the Master Property (any such system and its related apparatus and equipment being hereinafter referred to as the "DSS System") (iii) a perpetual easement over, through and across the Master Property for the installation, servicing, maintenance, repair, replacement and removal of the CATV System the DSS System, or any part thereof, (iv) the right to connect the CATV System and/or the DSS System to whatever receiving source the owner of the CATV System or the DSS System deems appropriate, (v) the right to enter the Units within Individual Condominiums, upon reasonable notice to the Unit Owner for the purpose of repairing or replacing any portion of any closed circuit, master antenna, community antenna, digital satellite dish, wireless, or cable television system of which he has retained ownership, and (vi) the right to provide (or cause to be provided) mandatory or non-mandatory services to Units through the CATV System and/or the Digital System (and related, ancillary services to Units, including, but not limited to, security-related and other consumer services) at charges not to exceed those normally paid for like services by residents of single-family homes or condominium units within the general vicinity of the

Condominium, and to retain or assign all such charges. The Master Association intends to enter into a Communication Services Installation and Service Agreement and Bulk Services Addendum with Hotwire Communications, Ltd., a Pennsylvania Limited Liability Company (the "Bulk Agreement"). The Developer approves the Bulk Agreement, and, in furtherance of the authority retained herein, the landowner, Neal Communities on the Braden River, LLC intends to execute and deliver a Grant of Telecommunications Easement for use in connection with the Bulk Agreement.

3.9 Additional Easements. The Developer and the Master Association, thereafter, each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Master Property, and to grant access easements or relocate any existing access easements in any portion of the Master Property, as the Developer or the Master Association shall deem necessary or desirable for the proper operation and maintenance of the Master Infrastructure, or any portion thereof, or for the purpose of carrying out any provisions of this Master Declaration.

3.10 Conservation Easements. Any conservation and/or preservation areas or easements designated or conveyed on the Master Property shall be maintained by the Master Association in accordance with the approved County Resource management plan and the Code. The following acts and activities are expressly prohibited within the boundaries of the areas designated or conveyed as Conservation Easements without the prior consent of the County; provided however, all construction, activities and use of the Conservation Easement consistent with the approved Preliminary and Final Site Plans, Construction Drawings, Development Approvals and the like for the Master Property shall be permitted uses of the Conservation Easement area without further consent by the County: a) construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground; b) construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization; c) dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials; d) removal, mowing, or trimming of trees, shrubs or other vegetation, except for permitted maintenance; e) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface; f) surface use except for purposes that permit the land or water areas to remain in its natural condition; g) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation; h) acts or uses detrimental to such retention of land or water areas; i) application of fertilizers, pesticides, or herbicides.

3.11 Developer's Future Development Easement. The Developer, for itself and its successors and/or assigns, including future grantees and including its affiliates and its or their designees and contractors, reserves an easement on, over, under, and across the Master Property for temporary or permanent ingress, egress and for the future development and construction of improvements and all actions incident thereto, including the right to tie into existing utility installations or services, or to lay additional lines, cables or other installations, for the benefit of the property located adjacent to the Master Property, whether now owned by Developer or acquired in the future, including but not limited to ingress and egress for construction and sales. Notwithstanding the foregoing, in the event Developer, its successors and/or assigns causes physical

damage to the Master Property or improvements thereon in connection with the future development of the adjacent property, with the aforementioned easement rights, it shall have the obligation to restore the property so damaged to substantially the same condition in which it existed prior to such damage. Notwithstanding the foregoing, Developer, its successors and/or assigns, shall not be liable for consequential damages arising from or related to its utilization of the easement. This easement shall benefit Developer's successors and assigns, including, but not limited to, the successors, assigns, guests, invitees, licensees, and grantees of lots, units or any portion of the adjacent property that Developer may acquire and may subsequently convey. In the event such easement develops into an easement for the permanent ingress and egress for the lot or unit owners of the aforementioned adjacent property, then the owners of the adjacent property shall share in the cost of the maintenance, repair and replacement of the roadways and the utility lines tied into and utilized in the percentage share arrived at in accordance with the following formula: the numerator shall be the number of lots and/or units located on the benefited adjacent property, and the denominator shall be the total number of lots and/or units of the benefited adjacent property plus the number of Units in the Individual Condominiums.

3.12 Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Master Condominium, and, notwithstanding any other provisions of this Master Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose.

3.13 Devolution. The easements reserved in this section shall expressly survive the transfer of control of the Master Association to board members other than those appointed by the Developer. Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 24.16 herein.

4. COMMON ELEMENTS. The Common Elements include:

4.1 Amenities Center. The Amenities Center shall be a Common Element of the Master Condominium and shall include:

(a) Pool facilities including (i) an articulated shaped, heated swimming pool consisting of approximately 1,024 square feet of surface area averaging 4 feet in depth with a capacity of approximately 36 persons at any one time, and (ii) a pool deck area consisting of approximately 3,874 square feet and having a capacity of approximately 258 people at any one time. The pool facilities are located at the intersection of Richmond Park Lane and Woodcrest Drive.

(b) A 1,600 square foot amenity center building with a total occupant capacity of approximately 63 persons at any one time, including (i) a gathering room area consisting of approximately 898 square feet of total area having a capacity of 60 persons at any one time; (ii) a kitchen and serving area consisting of approximately 213 square feet of total area having a capacity of approximately 1 person at any one time; (iii) a storage and mechanical area consisting of approximately 49 square feet; (iv) a men's and

women's restroom area each consisting of approximately 178 square feet of total area [for a total restroom area of 356 square feet] having a capacity of approximately 1 person in each restroom at any one time.

4.2 Access Easement. The Access Easement and related facilities as identified and described in Section 3.1 hereof.

4.3 Building. The Building and related facilities as identified and described in Section 2.5 hereof.

4.4 Conservation Easement. The Conservation Easement and related facilities as identified and described in Section 3.10 hereof.

4.5 Drainage Easement. The Drainage Easement and related facilities as identified and described in Section 3.3 hereof.

4.6 Master Infrastructure. The Master Infrastructure and related facilities as identified and described in Section 2.21 hereof.

4.7 Parking Easement. The Parking Easement and related facilities as identified and described in Section 3.4 hereof.

4.8 Surface Water Management System Facilities. The Surface Water Management System Facilities and related facilities as identified and described in Section 2.25 hereof.

4.9 Utility Easement. The Utility Easement and related facilities as identified and described in Section 3.2 hereof.

4.10 Utility Services. The Utility Services and related facilities as identified and described in Section 2.27 hereof.

4.11 No Partition. The undivided share in the Common Elements and Common Surplus shall not be separated therefrom and shall pass with the title to the Master Property, whether or not separately described. The respective shares in the Common Elements shall remain undivided, and no action for partition of the Common Elements, the Master Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Master Condominium.

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Individual Condominium shall be (i) 53.85% for Condominium I, and (ii) 46.15% for Condominium II.

- 5.2 Voting. Each Unit shall be entitled to one (1) vote which vote shall be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President and attested by the Secretary or the Assistant Secretary of the said corporation, and filed with the Secretary of the Association. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by a General Partner. If a Unit is owned by a limited liability company, it shall designate a member entitled to cast the Unit's vote by executing a certificate to be filed with the Association, signed by the Managing Member. The person designated in any such certificate shall be known as the "Voting Member" and such person need not be a Unit Owner. If, for a Unit owned by more than one person, by a corporation or a partnership, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) They may, but they shall not be required to, designate a Voting Member; (b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote. A person or entity owning more than one Unit may be designated as a voting member for each such Unit which it or he owns. The Developer shall be deemed an Owner and Voting Member of and for each unsold Unit.
- 5.3 Additional Condominium Voting. Prior to submitting Additional Condominiums to the condominium form of ownership, the Developer shall retain and be entitled to forty-eight (48) votes for Condominium II in accordance with the provisions of the Master By-Laws and Master Articles of Incorporation of the Master Association.
6. AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:
- 6.1 By the Master Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors of the Association. Directors and

members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, by ballot or limited proxy, where required by the Act, provided that such approval is delivered to the secretary at or prior to the meeting.

- 6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Master Declaration, no amendment shall materially affect the rights or interests of mortgagees of Units, without the consent of said mortgagees which are materially affected in each instance, which consent may not be unreasonably withheld. The acquisition of property by the Master Association, if in accordance with the provisions of this Master Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units and accordingly, shall not constitute a Material Amendment.
- 6.3 Mortgagee's and Developer's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to any mortgagees of Units, or the Developer, without the consent of said mortgagees, or Developer. The provisions of this Section 6.3 may not be amended in any manner.
- 6.4 By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to appoint or elect a majority of the Board of Directors of the Master Association, the Master Declaration, the Master Articles of Incorporation or the Master By-Laws of the Master Association may be amended by the Developer alone, without requiring the consent of any other party, to affect such change whatsoever. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors in this Master Declaration or any of its exhibits or amendments. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.
- 6.6 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Master Declaration, shall be evidenced by a certificate of the Master Association which shall include recording data identifying the Master Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Master Declaration is effective when the applicable certificate is properly recorded in the Public Records of Collier County.

No provision of this Master Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Master Declaration shall contain the full text of the provision to be amended; new words shall be inserted and the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this

procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Master Declaration. See provision ... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

7. MAINTENANCE, REPAIRS AND REPLACEMENTS. All maintenance, repairs and replacements of the Common Elements, whether structural or nonstructural, ordinary or extraordinary, shall be performed by the Master Association. Notwithstanding the foregoing, any repair or replacement to a Common Element occasioned as a result of the negligence or intentional act of an Owner, his/her family, tenants, guests or invitees of a Unit, the cost of such repair or replacement shall be charged to the Owner of such Unit.

8. OPERATION OF THE MASTER CONDOMINIUM BY THE MASTER ASSOCIATION; POWERS AND DUTIES.

8.1 Powers and Duties. The Master Association shall be the entity responsible for the operation of the Master Condominium. The powers and duties of the Master Association shall include those set forth in the Master Articles of Incorporation and Master By-Laws of the Master Association, as amended from time to time. In addition, the Master Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida, and as set for specifically in Section 617.0302, Florida Statutes, (2018), as amended from time to time; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Master Declaration, including without limitation:

- (a) The power to make and collect Master Assessments and to regulate, administer, convey, lease, maintain, repair, replace and mortgage the Common Elements and/or Master Association Property.
- (b) The power to acquire title to property and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Master Association Property, including the right to grant, modify or relocate easements which are part of or cross the Common Elements or Master Association Property.
- (c) The duty to maintain accounting records according to good accounting practices.
- (d) The power to contract for the management and maintenance of the Master Association Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of

proposals, collection of Master Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted in this Master Declaration and the Act, including, but not limited to, the making of Master Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Master Association.
- (f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and the Master Association Property.
- (g) The power to charge a fee for the temporary exclusive use of Common Elements or Master Association Property to anyone being granted, by the Master Association, a right to such temporary exclusive use.
- (h) The power to execute all documents or consents as required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Master Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (i) The Master Association shall assume all of Developer's and/or its affiliates' responsibilities to governmental authorities issuing permits and authorizations, including, without implied limitation, the County, the State of Florida and the United States of America and its governmental and quasi-governmental agencies, bureaus, subdivisions and similar entities of any kind with respect to the Master Association Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by such entities, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Master Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Master Association's failure to fulfill those responsibilities.
- (j) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Master Association and the terms and provisions of this Master Declaration, or the exhibits attached hereto, this Master Declaration shall take precedence over the Master Articles of Incorporation, Master By-Laws and applicable rules and regulations; the Master Articles of Incorporation shall take precedence over the Master By-Laws and applicable rules and regulations; and the Master By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Master Declaration or its exhibits to the contrary, the Master Association shall at all times be the entity having ultimate control over the Master Condominium, consistent with the Act.

- 8.2 Limitation Upon Liability of Master Association. Notwithstanding the duty of the Master Association to maintain, repair and replace parts of the Master Association Property, the Master Association shall not be liable to Unit Owners for injury or damage.
9. DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Master Condominium and the Master Association, determine the amount of Assessments payable to meet the Common Expenses of the Master Condominium and allocate and assess such expenses among the Individual Condominiums in accordance with the provisions of this Master Declaration and the Master By-Laws. The Board of Directors shall promptly advise in writing as to the amount of the Master Assessments payable by each of the responsible parties as aforesaid and shall furnish copies of each budget, on which such Master Assessments are based, to such responsible parties, including the Individual Condominiums. The Common Expenses shall include the expenses of a reserve for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Master Association Property, costs of carrying out the powers and duties of the Master Association and any other expenses designated as Common Expenses by the Act, this Master Declaration, the Master Articles or Master By-Laws of the Master Association, and applicable rules and regulations of the Master Association. Incidental income to the Master Association, if any, may be used to pay regular or extraordinary Master Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Master By-Laws.
10. COLLECTION OF ASSESSMENTS.
- 10.1 Liability for Assessments. The liability for Master Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements.
- 10.2 Special and Capital Improvement Assessments. In addition to Master Assessments levied by the Master Association to meet the Common Expenses of the Master Condominium and the Master Association, the Board of Directors may levy "Special

Assessments” and “Capital Improvement Assessments” upon the following terms and conditions:

(a) “Special Assessments” shall mean and refer to a charge representing the costs incurred by the Master Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) “Capital Improvement Assessments” shall mean and refer to a charge representing the costs incurred by the Master Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Master Association Property.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board.

10.3 Default in Payment of Master Assessments for Common Expenses. Master Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Master Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act (as the Act may be amended from time to time) on Assessments and installments thereof not paid when due. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the Assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

(a) If an Individual Condominium does not timely pay the Master Assessments, Special Assessments, or Capital Improvement Assessments, then all Unit Owners and any other persons deriving rights and entitlements through such Unit Owners shall not be entitled to use or utilize the Building, the Amenities Center, or any other portion of the Common Elements as determined by the board of directors of the Master Association, from time to time.

(b) In the event the Individual Condominium timely pays the Master Assessments, Special Assessments, or Capital Improvement Assessments, but identifies certain individual Unit Owners which have not paid their assessments to the Individual Condominium (the “Delinquent Unit Owners”) together with the description of the Unit, the name of the record Owner, and the amount due and the due dates, then, the Delinquent Unit Owners and any other persons deriving rights and entitlements through such Unit Owners shall not be entitled to use or utilize the Building, the Amenities Center, or any other portion of the Common Elements as determined by the board of directors of the Master Association, from time to time.

(c) At its option, the Master Association shall have a lien on each Unit of any Delinquent Unit Owners to secure that Delinquent Unit Owner's allocated portion of the Master Assessments, Special Assessments, or Capital Improvement Assessments. The lien is for the benefit of the Individual Condominium and shall be effective from and shall relate back to the recording of this Master Declaration. However, as to an Institutional First Mortgagee of record, the lien is effective as of the date of the recording of a claim of lien in the Public Records of Collier County, stating the description of the Unit subject to lien, the name of the record Owner, the name and address of the Master Association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Master Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Master Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Master Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Delinquent Unit Owner or any other person claiming an interest in the Unit subject to lien. The claim of lien shall secure (whether or not stated therein) all unpaid Master Assessments, Special Assessments, or Capital Improvement Assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Master Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Master Association may bring an action in its name to foreclose a lien for unpaid Master Assessments, Special Assessments, or Capital Improvement Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Master Assessments, Special Assessments, or Capital Improvement Assessments without waiving any claim of lien. The Master Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Master Association, upon default in the payment as aforesaid and after thirty (30) days prior written notice to the applicable Unit Owner, the Master Association may declare the installments for the remainder of the budget year in which a claim of lien has been filed to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Master Association may declare Master Assessments to the maximum extent permitted under the Act to be accelerated) and such amount shall thereupon be immediately due and payable on the date the claim of lien is filed. In the event the amount of such installments changes during the period for which Master Assessments were accelerated, the Delinquent Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

- 10.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Master Association gives written notice to the Delinquent Unit Owner of its intention to foreclose its lien to collect the unpaid Master Assessments, Special Assessments, or Capital Improvement Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Master Assessments, Special Assessments, or Capital Improvement Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Master Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Delinquent Unit Owner or by certified or registered mail, return receipt requested, addressed to the Delinquent Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Delinquent Unit Owner or a mailing address at which the Delinquent Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Delinquent Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 10.5 Rental After Judgment. If the Delinquent Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Delinquent Unit Owner to pay a reasonable rental for the Unit.
- 10.6 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of Common Expenses or Master Assessments, Special Assessments, or Capital Improvement Assessments, or other charges imposed by the Master Association pertaining to such Unit which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the mortgagee's liability is limited to a certain period of time, and in no event to exceed the maximum percentage amount of the original mortgage debt, all as set forth in the Act as same may be amended from time to time.
- 10.7 Developer's Liability for Master Assessments. The Developer has guaranteed that the Master Assessments for Common Expenses of the Master Condominium imposed upon the Individual Condominiums shall not increase over the amount set forth in an exhibit to the Prospectus delivered to purchasers from the Developer, commencing on the date the first Unit in an Individual Condominium is conveyed to a purchaser by the Developer and ending on December 31 of that year. ("Initial Guarantee Period"). During the Initial Guarantee Period, the Developer will not be required to make payments for Master Assessments attributable to Units owned and offered for sale by the Developer, including but not limited to assessments for reserves, if any, but, instead, will be obligated to pay any amount of Common

Expenses incurred during that period and not produced by the Master Assessments at the guaranteed level receivable from other Unit Owners. The foregoing provisions are pursuant to Florida Statutes Section 718.116(9)(a). After the Initial Guarantee Period, the Developer shall have the option, but not the obligation, to extend the guarantee for up to six (6) additional periods of one (1) year each commencing at the expiration of the Initial Guarantee Period, and as otherwise authorized by the Act. If Developer does not provide notice that it elects not to extend the Guarantee Period, then the Guarantee Period shall be deemed extended. The Guarantee Period shall automatically terminate on the earlier of (i) the date of the meeting of the Members at which Turnover of the Master Association occurs, or (ii) the date on which Developer has conveyed all Units in the Individual Condominiums to third party Unit Owners, none of whom have received an assignment of Developer's rights hereunder.

No funds receivable from Unit purchasers or Owners and payable to the Master Association, including capital contributions or start up funds, or collected from Unit purchasers at closing, may be used for payment of such Common Expenses by the Developer on behalf of the Master Association prior to the expiration of the Developer's guarantee, other than regular periodic Master Assessments for Common Expenses as provided in this Master Declaration and disclosed in the Estimated Operating Budget referred to above.

Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units in an Individual Condominium on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Master Association as required by Section 718.111(11)(a) of the Act.

The provisions of this Subsection 13.7 are paramount to and superior to the provisions of Subsection 5.1 and all other provisions of this Section 13 of this Master Declaration as to the matters set forth in this Paragraph. For further information as to the Developer's guarantee, reference should be made to the Developer's Prospectus and the initial Estimated Operating Budgets.

- 10.8 Condominium Working Capital Fund. At the Developers option, a contribution to the working capital fund in the sum not to exceed two hundred fifty dollars (\$250.00) shall be payable to the Master Association at the time of closing. This contribution is not to be considered as advance maintenance payments or funds of the Master Association, but rather as a purchaser's share of the initial expenses of the Master Condominium itself, such as payments for deposits, permits, and licenses. The Master Condominium working capital fund may be used for the

purposes of emergency needs, initial items and non-recurring capital expenses, but the working capital fund may not be used for the payment of Common Expense, or in connection with litigation. Developer is entitled to be reimbursed by the Master Association for any proper expenditures from the working capital fund advanced by it from time to time by way of a credit against obligations Developer may have to pay to the Master Association. However, as provided herein, the capital contributions of purchasers to the Master Association may not be used for the payment of Common Expense as long as the Developer's maintenance guaranty is in effect.

- 10.9 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Master Association shall provide a certificate stating whether (i) all Master Assessments and other moneys owed to the Master Association by the Unit Owner with respect to his Unit have been paid, or (ii) that the Unit Owner has not identified by the Individual Condominium as a Delinquent Unit Owner. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Master Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.
- 10.10 Installments. Regular Master Assessments shall be collected quarterly, in advance.
- 10.11 Use of Common Elements. The Master Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Master Association Property unless otherwise provided for in this Master Declaration or by a majority vote of the board of directors of the Master Association or unless the charges relate to expenses incurred by a Unit Owner having the temporary exclusive use of the Common Elements or Master Association Property.
11. INSURANCE. Insurance covering the Master Association Property shall be governed by the following provisions:
- 11.1 Purchase, Custody and Payment.
- (a) Purchase. All insurance policies described herein covering portions of the Master Association Property shall be purchased by the Master Association and shall be issued by an insurance company authorized to do business in Florida.
 - (b) Mortgagees. No policy or insurance coverage shall impair the security of the Primary Institutional First Mortgagee without its consent.
 - (c) Named Insured. The named insured shall be the Master Association, individually, and as agent for the Individual Condominiums and the Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Individual Condominiums and the Unit Owners and their mortgagees shall be deemed additional insureds.

- (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed and as hereinafter defined in sub-article 14.6), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
- (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Master Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Requested copies or certificates shall be furnished not less than ten (10) days after same is available from the insurance company.

11.2 Coverage. A Unit-Owner controlled Master Association shall use its best efforts to maintain insurance covering the following, and if the Master Association is Developer-controlled, the Master Association shall exercise due diligence to obtain and maintain such insurance:

- (a) Casualty. The Buildings [including all fixtures, installations or additions comprising that part of the Buildings] and Amenities Center, together with all fixtures, equipment, personal property and supplies constituting the Common Elements or owned by the Master Association (collectively the "Insured Property"), shall be insured in an amount not less than one hundred (100%) percent of the full insurable replacement value thereof, excluding foundation and excavation costs and a commercially reasonable deductible as determined by the Board. The policies shall cover:
 - (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
 - (ii) Such Other Risks as from time to time are customarily covered with respect to Buildings, improvements, and personal property similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Common Elements and the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Common Elements and the Insured Property, with such coverage as shall be required by the Board of Directors of the Master Association, but with combined single limit liability of not less than One Million (\$1,000,000.00) Dollars for each accident or occurrence, One Hundred Thousand (\$100,000.00) Dollars per person and Fifty Thousand (\$50,000.00) Dollars for property damage, and with a cross liability

endorsement to cover liabilities of the Individual Condominiums and their Unit Owners as a group, and vice versa.

- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance if required by the Primary Institutional First Mortgagee or if the Master Association so elects.
- (e) Fidelity Insurance. The Master Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Master Association. 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, or in an amount not less than the minimum sum required by law. As used in this paragraph, the term "persons who control or disburse funds of the Master Association" includes, but is not limited to, those individuals authorized to sign checks and the president, vice president, secretary, and treasurer of the Master Association. All persons providing management services to the Master Association and required to be licensed pursuant to law shall provide the Master Association with a certificate of insurance covering such persons under a fidelity bond in an amount not less than the minimum sum required by law. The Master Association shall bear the cost of, or reimburse for the cost of, bonding.
- (f) Master Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Master Association Property, where such coverage is available.
- (g) Such Other Insurance as the Board of Directors of the Master Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Master Association and against the Individual Condominiums and their Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Master Association, a member of the Board of Directors of the Master Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of Individual Condominiums or their Unit Owners that are not under the control of the Master Association, and that the policy shall be primary, even if an Individual Condominium or their Unit Owner has other insurance that covers the same loss.

- 11.3 Additional Provisions. Upon and after turnover of control of the Master Association as required by this Master Declaration and Section 718, Florida Statutes (hereinafter "Turnover"), all policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice of all of the named insureds. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 11.4 Premiums. Premiums upon insurance policies purchased by the Master Association shall be paid by the Master Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 11.5 Master Association as Agent. The Master Association is hereby irrevocably appointed as agent and attorney-in-fact to adjust all claims arising under insurance policies purchased by the Master Association and to execute and deliver releases upon the payment of claims.
- 11.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Master Association shall be for the benefit of the Master Association, the Individual Condominiums and their Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. If an Insurance Trustee has not been appointed by the Master Association, then the Master Association is hereby irrevocably appointed as an agent and attorney-in-fact to adjust and settle any and all claims arising under any insurance policy purchased by the Master Association and to execute and deliver releases upon the payment of claims, if any. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if an Insurance Trustee has not been appointed or designated. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Master Association.
- 11.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs may be held by the Master Association to defer operating expenses.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 14.6 above.
- (d) Certificate. In making distributions the Insurance Trustee (if appointed) may rely upon a certificate of the Master Association made by its President and Secretary.

11.8 Insurance Trustee Optional. The Board of Directors of the Master Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Master Association fails or elects not to appoint such Insurance Trustee, the Master Association will perform directly all obligations imposed upon such Insurance Trustee by this Master Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

12. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

12.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

12.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Master Association and then applicable building and other codes.

12.4 Assessments for Reconstruction and Repair. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Master Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Master Assessments shall be made in sufficient amounts to provide funds for the payment of such costs.

13. CONDEMNATION.

13.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Master Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed).

13.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

14. TERMINATION OF CONDOMINIUM. The Condominium shall continue until as provided in this master Declaration or as authorized by the Act.

15. RESTRICTIONS AND EASEMENTS. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for rights of way in favor of the County, permits, easements for Utility Service, for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency.

16. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.

16.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Master Condominium documents and the Master Association's books and records, (ii) receive a copy of the Master Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Master Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Delinquent Unit Owner, on whose Unit such Institutional First Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Delinquent Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Master Association Property.

16.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Master Association Property, (ii) a notice that its encumbered Unit Owner is a Delinquent Unit Owner, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association, (iv) any proposed termination of the Master Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

- 16.3 The approval of a Majority of Institutional First Mortgagees shall be required to effect an amendment to the Master Declaration which materially alters, or adds, a provision relating to: (i) assessments and lien rights; (ii) insurance or fidelity bonds; and (iii) maintenance responsibilities for the various portions of the Master Association Property.
17. COVENANT RUNNING WITH THE LAND. All provisions of this Master Declaration, the Master Articles, Master By-Laws and applicable rules and regulations of the Master Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Master Association Property or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, lessees, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Master Declaration and such Master Articles, Master By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Master Declaration, and the Master Articles, Master By-Laws and applicable rules and regulations of the Master Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
18. ADDITIONAL PROVISIONS.
- 18.1 Notices. All notices to the Master Association required or desired hereunder or under the Master By-Laws of the Master Association shall be sent by certified mail (return receipt requested) or registered mail to the Master Association in care of its address set forth on the records of the Secretary of State of the State of Florida. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Master Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.
- 18.2 Interpretation. The Board of Directors of the Master Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the

Master Association is not unreasonable shall conclusively establish the validity of such interpretation.

- 18.3 Exhibits. There is hereby incorporated in this Master Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 18.4 Signature of President and Secretary. Wherever the signature of the President of the Master Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Master Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Master Association in two separate capacities.
- 18.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Master Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 18.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Master Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 18.7 Waiver. No provisions contained in this Master Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 18.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Master Declaration, and the Master Articles and Master By-Laws of the Master Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 18.9 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Master Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Master Association Property as such plan may be hereafter amended, and each such Owner

further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this subsection may not be amended without the consent of the Developer.

- 18.10 Sales Activity and Developer's Rights. That until the date the Developer has completed and sold all the units, the Developer may use and utilize the Common Elements and the Master Association Property for the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials, and the maintenance of an administrative and construction office. The Developer shall have the right to use the Parking Easement and other parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of the Developer.
- 18.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 18.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 18.13 Access of Developer to Building and to Reports. For as long as Developer remains liable to the Master Association, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development or construction of the master Association Property, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time upon the granting of access thereto by the Master Association to enter the Master Association Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Master Association to grant such access may result in the appropriate warranty being nullified and of no further force or effect.

For as long as the Developer remains liable to the Master Association under any warranty, whether statutory, express or implied, or for any act or omission of the Developer relative to the development or construction of the Master Association Property, the Master Association shall furnish to the Developer all documentation prepared on behalf of the Master Association concerning the inspection, testing and surveying of the Common Elements relative to analyzing such areas for compliance with all such warranties. Failure of the Master Association to provide such access to reports and/or documentation shall result in the appropriate warranty being nullified and being of no further force or effect.

18.14 Restrictions Relating to Surface Water Management System Facilities. The Surface Water Management System Facilities is part of the Master Infrastructure. The terms “stormwater management system facilities” or “surface water management system facilities”, as both terms may be used interchangeably herein, are hereby defined to include, but are not limited to, all drainage areas, drainage structures and drainage devices that are part of the stormwater or surface water system approved by the County, which includes all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. All Property is subject to the requirements of the Surface Water Management Permit(s) issued by the South Florida Water Management District (the “District”) and the Code. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the project includes a wetland mitigation area, as defined by the South Florida Water Management District’s regulations, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District, and the Master Association shall be responsible for monitoring the wetland mitigation areas and meeting all requirements of the Permit, defined below, in perpetuity as set forth herein. Construction and maintenance activities that are consistent with the design and permit conditions approved by the District in that certain Environmental Resource Permit granted in favor of Developer and/or Master Association dated August 12, 2015 (the “Permit”) may be conducted without specific written approval from the District. A copy of the Permit shall be attached hereto this Declaration as Exhibit “E.” The Master Association shall maintain copies of the Permit and all permitting actions of an affecting the Permit and the surface water management system facilities.

The Master Association shall be responsible for the operation and maintenance of the Surface Water Management System Facilities as required by and pursuant to the Permit. Upon Turnover of the Master Condominium, as required by Section 718, Florida Statutes, fee simple title and ownership of the Master Property, upon which the Surface Water Management System Facilities are situate, shall be transferred by Developer to Master Association.

The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Master Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities or in the mitigation or conservation areas of the Master Condominium Property.

Notwithstanding anything contained in this Declaration to the contrary, any amendment of this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of same, including the conservation areas

and conservation easements on the Property and any water management portions of the Master Property, shall have the prior written approval of the District.

The Master Association shall exist in perpetuity as provided for herein the Master Declaration and Ch. 718, Florida Statutes. The Master Declaration and restrictions herein this Section 18.14 shall remain in effect for at least twenty-five (25) years with automatic renewal periods thereafter.

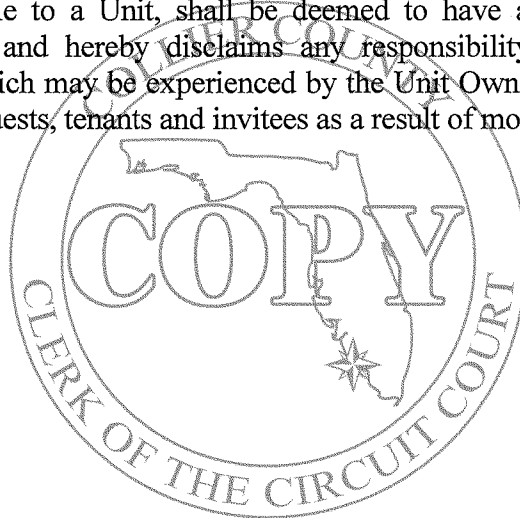
In the event the Master Association ceases to exist, the Unit Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Permit, unless and until the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to the appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be conveyed to a non-profit corporation similar to the Master Association. All Unit Owners must be members of the Master Association.

The method of assessing funds and collecting the assessed funds by the Master Association for operation, maintenance and replacement of the Surface Water Management System Facilities shall be a Common Expense and assessed to Unit Owners as a regular Master Assessment of the Master Condominium as set forth in Article 10 of this Master Declaration.

- 18.15 Disclaimer of Warranties. Except only for those warranties specifically provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful, Developer hereby disclaims any and all and each and every express or implied warranties, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Master Association Property and has not received nor relied on any warranties and/or representations from Developer (or his representatives, agents and employees) of any kind, other than as expressly provided herein.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

Further, the Unit Owner by accepting title to his Unit thereby expressly acknowledges, agrees and understands that given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Master Association Property. Each Unit Owner acknowledges that he/she is aware that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to use the Common Elements, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees as a result of mold, mildew, fungus or spores.



IN WITNESS WHEREOF, the Developer has caused this Master Declaration to be duly executed this 12 day of April, 2018.

Signed, sealed and delivered

NEAL COMMUNITIES ON THE BRADEN RIVER, LLC,
a Florida limited liability company

in the presence of:

J. P. Villarreal
Witness signature

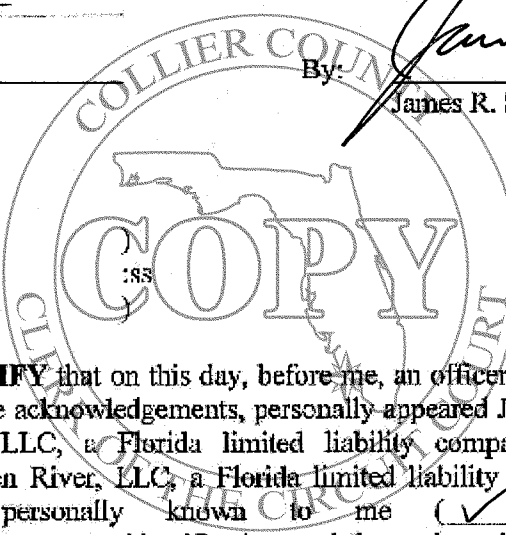
By: NCDG Management, LLC
a Florida limited liability company, its
Manager

Jennifer Villarreal
Witness print name

Ashley Adams
Witness signature

Ashley Adams
Witness print name

By: James R. Schier
James R. Schier, its Manager



STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared James R. Schier, as Manager of NCDG Management, LLC, a Florida limited liability company, as Manager of Neal Communities on the Braden River, LLC, a Florida limited liability company, on behalf of the companies, who is personally known to me () or who produced _____ as identification, and they acknowledged the execution thereof to be their free act and deed, on behalf of the company and for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 12th day of April, 2018.

Ashley Adams 4/12/18
NOTARY PUBLIC, State of Florida

My Commission Expires: June 9, 2019



JOINDER

RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by The provisions of this Master Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 12 day of April, 2018.

Signed, sealed and delivered
in the presence of:

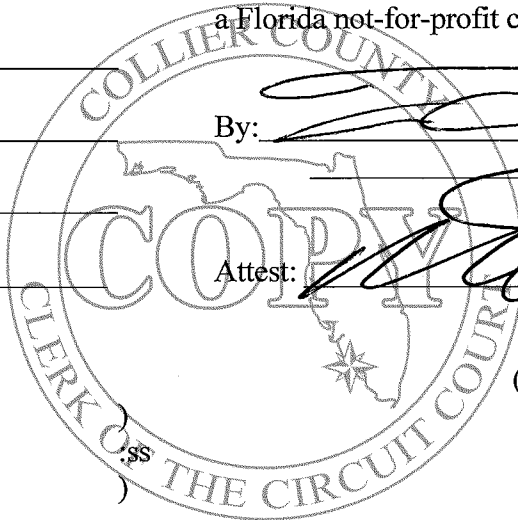
RICHMOND PARK MASTER CONDOMINIUM
ASSOCIATION, INC.,
a Florida not-for-profit corporation

[Signature]
Witness signature
Celie Frost
Witness print name

By: [Signature], President

[Signature]
Witness signature
Shawna A. Lynn
Witness print name

Attest: [Signature]
Secretary

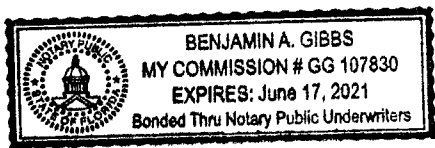


(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and county aforesaid to take acknowledgments, personally appeared TIMOTHY OAK, as President of RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, personally known to me () or who produced _____ as identification, and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 12 day of April, 2018.



[Signature]
Notary Public, State of Florida

Benjamin Gibbs

Notary Public – print name

My Commission Expires:

EXHIBITS TO MASTER DECLARATION

EXHIBIT "A"	Legal Description of Overall Parcel
EXHIBIT "B-I"	Legal Description of Condominium I
EXHIBIT "B-II"	Legal Description of Condominium II
EXHIBIT "C"	Master Association Articles of Incorporation
EXHIBIT "D"	Master Association By-Laws
EXHIBIT "E"	South Florida Water Management District Permit



EXHIBIT "A"

[Legal Description of Overall Parcel]



Z:\ABACO RICHMOND PARK 15-999\condon\2016-747\can1.dwg, 3/22/2017 8:29:15 AM

RICHMOND PARK MASTER ASSOCIATION, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

SHEET 1 OF 3

SURVEYOR'S DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

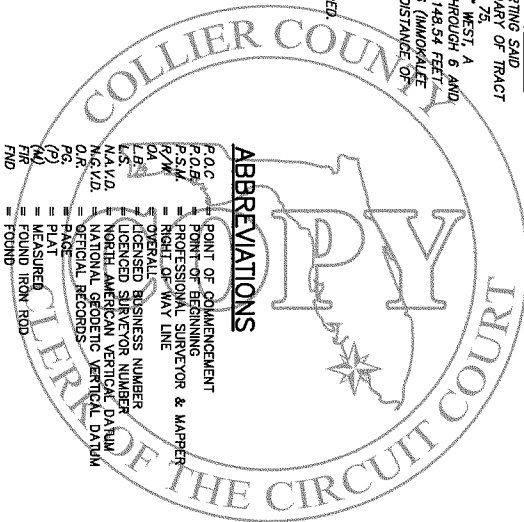
COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, THENCE ALONG THE EAST LINE OF SAID SECTION 26 SOUTH 02°18'18" EAST A DISTANCE OF 189.07 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 26, NORTH 89°57'53" WEST, A DISTANCE OF 54.94 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 846 (IMMOKALEE ROAD, RIGHT OF WAY WIDTH VARIES) AND THE WESTERLY RIGHT OF WAY OF WOODCREST DRIVE (RIGHT OF WAY WIDTH VARIES) AND TO THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF WOODCREST DRIVE THE FOLLOWING THREE COURSES: COURSE ONE, SOUTH 02°19'40" EAST, A DISTANCE OF 896.16 FEET; COURSE TWO, THENCE SOUTH 88°30'22" WEST, A DISTANCE OF 10.00 FEET; COURSE THREE, THENCE SOUTH 02°19'40" EAST, A DISTANCE OF 281.91 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY OF WOODCREST DRIVE, AND ALONG THE NORTHERLY BOUNDARY OF TRACT 11 OF BENT CREEK PRESERVE, AS RECORDED IN PLAT BOOK 59 PAGES 61 THROUGH 75, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, NORTH 89°59'05" WEST, A DISTANCE OF 595.31 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF LOTS 21 THROUGH 6 AND TRACT 2 OF SAID BENT CREEK PRESERVE, NORTH 02°19'18" WEST, A DISTANCE OF 1,148.54 FEET AND TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 846 (IMMOKALEE ROAD); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 89°57'53" EAST, A DISTANCE OF 605.20 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 15.89 ACRES, OR 691,995 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, RECORDED AND UNRECORDED.

SHEET INDEX

SHEET 1	BOUNDARY DESCRIPTION AND NOTES
SHEET 2	OVERALL BOUNDARY SURVEY
SHEET 3	OVERALL SITE PLAN



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- R/W RIGHT OF WAY LINE
- DA OVERALL
- LS LICENSED BUSINESS NUMBER
- LS/LD LICENSED SURVEYOR NUMBER
- N.S. NATIONAL SPHERICAL DATUM
- N.C. NATIONAL GEODETIC CONTROL DATUM
- O.R. ORIGINAL RECORDS
- Pg. PAGE
- (P) PLAT
- (M) MEASURED
- FR FOUND
- FRD FOUND

NOTES:

1. SURVEY BASED ON DEEDS PROVIDED BY CLIENT, EXISTING MONUMENTATION AND TITLE OPINION, PREPARED BY VOGLET ASHTON, PLLC, DATED APRIL 1, 2016, 5:00 P.M.
2. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT) WITH THE EAST LINE OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, AS BEARING SOUTH 02°18'18" EAST.
3. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
4. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS.
5. THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION IS NOT A GUARANTEE OF ANY REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.
6. PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM OUR LOCAL PERMITTING, PLANNING, AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.
7. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY.
9. UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.
10. THE REAL PROPERTY DESCRIBED IN SURVEYOR'S DESCRIPTION ABOVE IS THE SAME REAL PROPERTY AS DESCRIBED IN EXHIBIT "A" OF THE TITLE OPINION.
11. ELEVATIONS ARE BASED ON NGS BENCHMARK J 534, ELEV. 13.76 NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)

FOR: NEAL COMMUNITIES

CERTIFICATION:

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5A-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

JOHN SCOTT RHODES PSM #5739

FLOOD ZONE: AH 14.5
 PANEL NO.: 12021C-0218H
 MAP REVISION DATE: MAY 16, 2012

EXHIBIT "A"

RICHMOND PARK MASTER ASSOCIATION,
 A CONDOMINIUM

BOUNDARY DESCRIPTION AND NOTES

THIS INSTRUMENT PREPARED BY:
 JOHN SCOTT RHODES PSM #5739
RHODES & RHODES
 LAND SURVEYING, INC.

28100 BONITA GRANDE DRIVE, UNIT #107
 BONITA SPRINGS, FLORIDA 34135
 (239) 405-8166 FAX NO. (239) 405-8163
 FLORIDA BUSINESS LICENSE NO. LB 6897

RICHMOND PARK MASTER ASSOCIATION, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

SHEET 3 OF 3

BENT CREEK PRESERVE
PLAT BOOK 55, PAGE 61

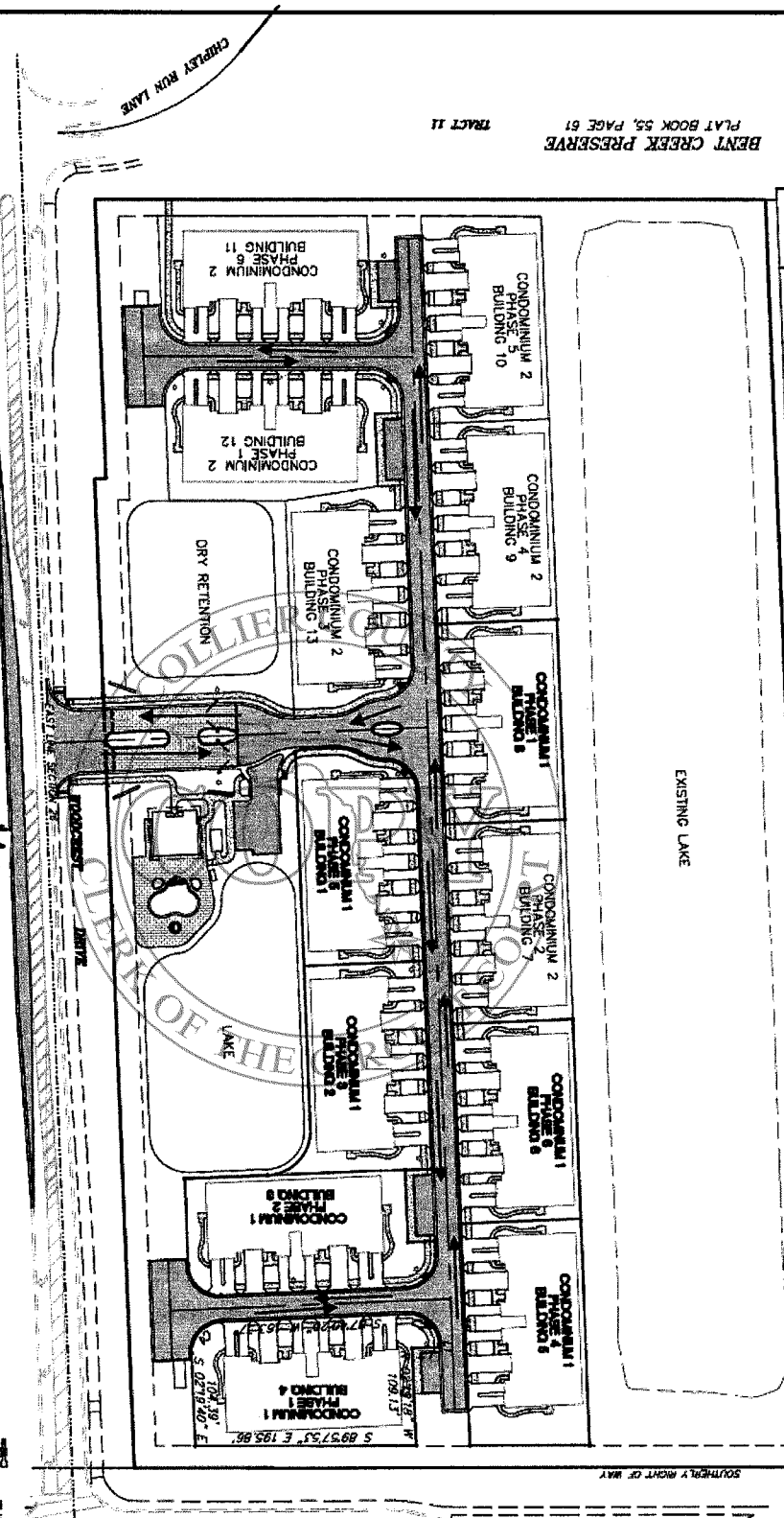


EXHIBIT A
RICHMOND PARK MASTER ASSOCIATION,
A CONDOMINIUM
OVERALL SITE PLAN

28100 BONITA GRANDE DRIVE, UNIT #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES, PSW #5739
RHODES & RHODES
LAND SURVEYING, INC.

DOKALIE ROAD
(CROSS-ROAD -1/4- PRESERVE
R/R, WITH TANKS)

SOUTH LINE SECTION 23
NORTH LINE SECTION 26
NORTHERLY RIGHT OF WAY
SOUTHERLY RIGHT OF WAY

QUARRY PHASE 1A
PLAT BOOK 42, PAGE 31

BENT CREEK PRESERVE
PLAT BOOK 55, PAGE 61

TRACT 11

TRACT 2

CHERRY RUN LAKE

EXISTING LAKE

CONDOMINIUM 2
PHASE 4
BUILDING 9

CONDOMINIUM 2
BUILDING 12

CONDOMINIUM 2
PHASE 6
BUILDING 11

CONDOMINIUM 2
PHASE 5
BUILDING 10

CONDOMINIUM 1
BUILDING 8

CONDOMINIUM 1
PHASE 2
BUILDING 7

CONDOMINIUM 1
PHASE 3
BUILDING 8

CONDOMINIUM 1
BUILDING 9

CONDOMINIUM 1
PHASE 2
BUILDING 8

CONDOMINIUM 1
PHASE 1
BUILDING 4

CONDOMINIUM 1
PHASE 1
BUILDING 4

CONDOMINIUM 1
PHASE 1
BUILDING 4

CONDOMINIUM 1
PHASE 1
BUILDING 4

CONDOMINIUM 1
PHASE 1
BUILDING 4

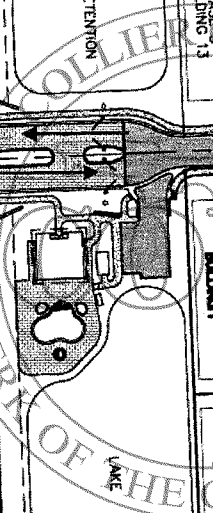


EXHIBIT "B-I"

[Legal Description of Condominium I]

EXHIBIT "B-II"

[Legal Description of Condominium II]



RICHMOND PARK I, A CONDOMINIUM
A CONDOMINIUM LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

OVERALL DESCRIPTION

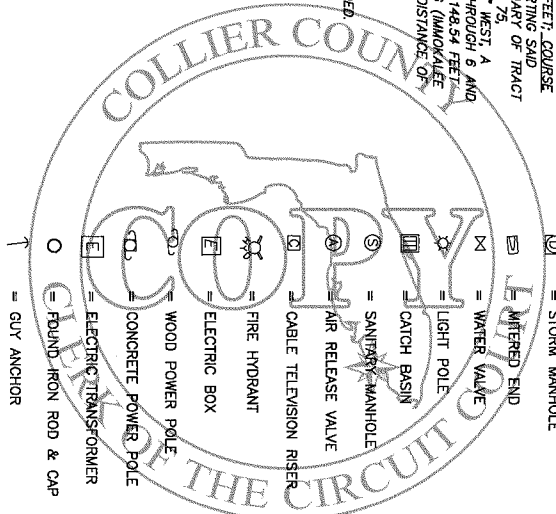
A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTH-EAST CORNER OF SECTION 26, THENCE ALONG THE EAST LINE OF SAID SECTION 26 SOUTH 02°18'18" EAST, A DISTANCE OF 189.07 FEET; THENCE DEPARTING SAID EAST LINE OF SECTION 26, NORTH 89°57'53" WEST, A DISTANCE OF 54.94 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 946 (IMMOKALEE ROAD, RIGHT OF WAY WIDTH VARIES) AND THE WESTERLY RIGHT OF WAY OF WOODCREST DRIVE (RIGHT OF WAY WIDTH VARIES) AND TO THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF WOODCREST DRIVE, THE FOLLOWING THREE COURSES: COURSE ONE: SOUTH 02°19'40" EAST, A DISTANCE OF 896.16 FEET; COURSE TWO: THENCE SOUTH 88°50'22" WEST, A DISTANCE OF 10.00 FEET; COURSE THREE: THENCE SOUTH 02°19'40" EAST, A DISTANCE OF 251.91 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY OF WOODCREST DRIVE, AND ALONG THE NORTHERLY BOUNDARY OF TRACT 11 OF BENT CREEK PRESERVE, AS RECORDED IN PLAT BOOK 55 PAGES 61 THROUGH 75, INCLUSIVE OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, NORTH 89°59'05" WEST, A DISTANCE OF 595.31 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF LOTS 21 THROUGH 6 AND TRACT 2 OF SAID BENT CREEK PRESERVE, NORTH 02°19'18" WEST, A DISTANCE OF 1,148.54 FEET AND TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 846 (IMMOKALEE ROAD); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 89°57'53" EAST, A DISTANCE OF 605.20 FEET TO THE POINT OF BEGINNING.
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ABBREVIATIONS

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P.O.B.	= POINT OF BEGINNING
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER
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OB	= OVERALL
LB	= LICENSED BUSINESS NUMBER
N.S.	= NORTH AMERICAN DATUM
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM
O.R.	= OFFICIAL RECORDS
P.G.	= PAGE
(P)	= PLAT
(M)	= MEASURED
F.R.	= FOUND IRON ROD
F.N.D.	= FOUND NAIL
L.C.E.	= LIMITED COMMON ELEMENT
L.C.E.	= LIMITED COMMON ELEMENT



LEGEND

FLOOD ZONE:	PANEL NO.:	MAP REVISION DATE
HA 14.5	12021C-0218H	MAY 16, 2012

EXHIBIT "B1"
RICHMOND PARK I, A CONDOMINIUM
BOUNDARY DESCRIPTION AND NOTES

NOTES:


1. SURVEY BASED ON DEEDS PROVIDED BY CLIENT. EXISTING MONUMENTATION AND TITLE OPINION, PREPARED BY VOGLER ASHTON, P.L.C. DATED APRIL 1, 2016, 5:00 P.M.
2. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT) WITH THE EAST LINE OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, AS BEARING SOUTH 02°18'18" EAST.
3. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
4. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS.
5. THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERTINENT REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.
6. PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM OUR LOCAL PERMITTING, PLANNING, AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.
7. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY.
9. UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.
10. THE REAL PROPERTY DESCRIBED IN SURVEYOR'S DESCRIPTION ABOVE IS THE SAME REAL PROPERTY AS DESCRIBED IN EXHIBIT "A" OF THE TITLE OPINION.
11. ELEVATIONS ARE BASED ON NOS BENCHMARK J 534, ELEV. 13.76 NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)

FOR: NEAL COMMUNITIES

JOHN SCOTT RHODES PSM #5739

CERTIFICATION:

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT CHAPTER 472.027, FLORIDA STATUTES.


 THIS INSTRUMENT PREPARED BY:
 JOHN SCOTT RHODES PSM #5739
RHODES & RHODES
LAND SURVEYING, INC.
 28100 BONITA GRANDE DRIVE, UNIT #107
 BONITA SPRINGS, FLORIDA 34135
 (239) 405-8166 FAX NO. (239) 405-8163
 FLORIDA BUSINESS LICENSE NO. LB 6897

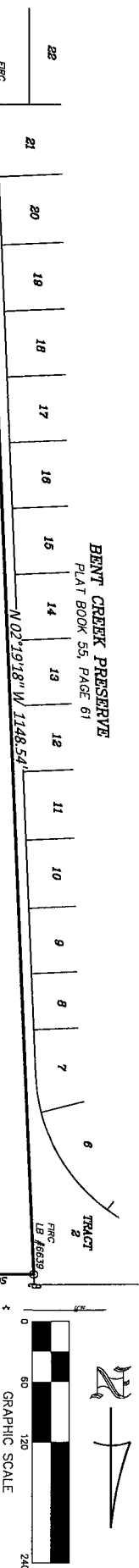
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RICHMOND PARK I, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

SHEET 2 OF 3

BENT CREEK PRESERVE
PLAT BOOK 55, PAGE 61



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	28.00'	90°00'00"	43.98'	39.60'	S 42°40'20" W
C2	28.00'	90°00'22"	43.99'	39.60'	N 47°19'29" W
C3	40.00'	89°59'38"	62.83'	56.57'	S 42°40'31" W
C4	23.00'	22°31'14"	8.04'	8.98'	S 76°24'43" W
C5	48.00'	30°43'22"	25.74'	25.43'	N 76°57'59" W
C6	42.00'	27°57'09"	22.63'	22.20'	N 25°14'50" W
C7	28.00'	87°14'04"	42.63'	38.63'	N 45°56'20" W
C8	28.00'	89°59'38"	43.98'	39.60'	N 42°40'31" W
C9	28.00'	90°00'00"	43.98'	39.60'	S 47°19'40" E

LINE TABLE

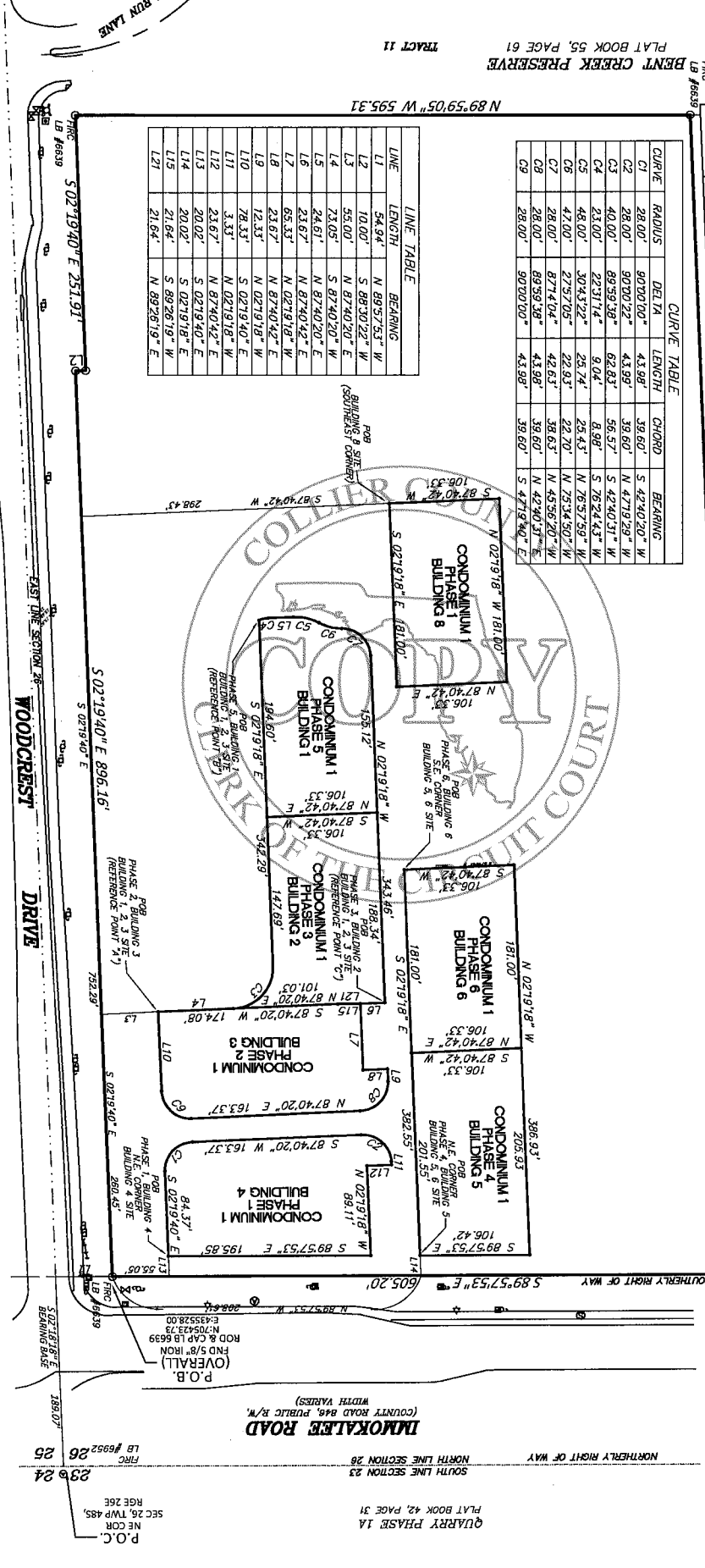
LINE	LENGTH	BEARING
L1	54.94'	N 89°57'53" W
L2	10.00'	S 89°30'27" W
L3	55.00'	N 87°40'20" E
L4	73.05'	S 87°40'20" W
L5	24.61'	N 87°40'20" E
L6	23.67'	N 87°40'20" E
L7	65.33'	N 02°19'18" W
L8	23.67'	N 87°40'20" E
L9	12.33'	N 02°19'18" W
L10	78.33'	S 02°19'40" E
L11	3.33'	N 02°19'18" W
L12	23.67'	N 87°40'20" E
L13	20.02'	S 02°19'18" E
L14	20.02'	S 02°19'18" E
L15	21.64'	S 89°26'19" W
L21	21.64'	N 89°26'19" E

- NOTES**
1. DESCRIPTIONS ATTACHED HERETO.
 2. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
 3. THE SCALE OF THIS DRAWING IS 8 1/2" X 14". DRAWINGS IN ANY OTHER SCALE SHALL BE VOID.
 4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENTS IS A COMMON ELEMENT.

EXHIBIT "B1"
RICHMOND PARK I, A CONDOMINIUM
BOUNDARY SURVEY AND BUILDING SITES

28100 BONITA GRANDE DRIVE, UNIT #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES PSM #8739
RHODES & RHODES
LAND SURVEYING, INC.



Z:\ABACO RICHMOND PARK 15-969\condos\Phase I (small vers\skn)\2016-747\con\small.dwg, 5/15/2017 10:41:52 AM

RICHMOND PARK I, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

SHEET 3 OF 3

BENT CREEK PRESERVE
PLAT BOOK 55, PAGE 61

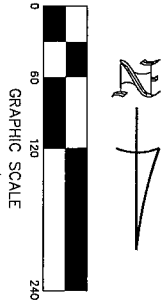
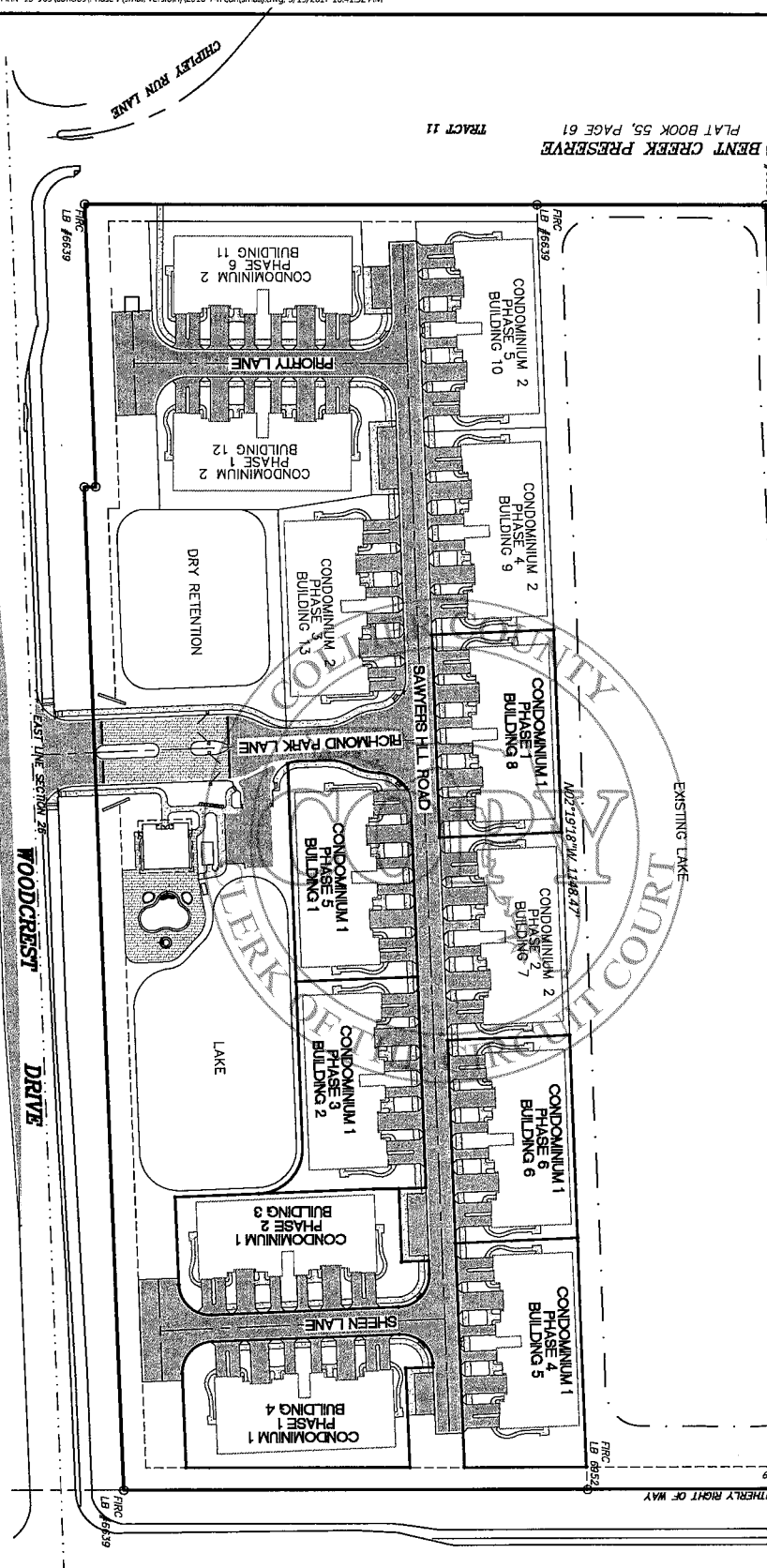
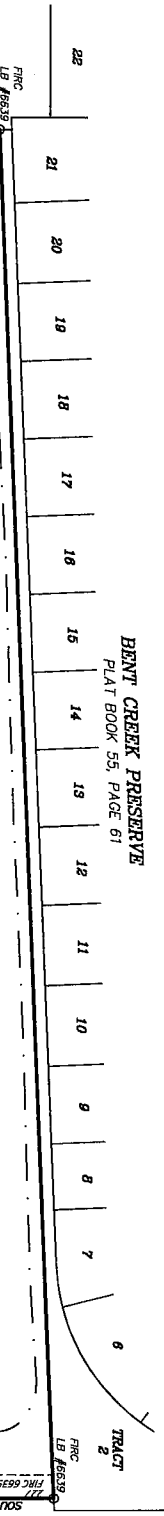


EXHIBIT "B1"
RICHMOND PARK I, A CONDOMINIUM
OVERALL SITE PLAN

28100 BONITA GRANDE DRIVE, UNIT #107
BONITA SPRINGS, FLORIDA 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES PSM #5739
RHODES & RHODES
LAND SURVEYING, INC.

DUNOKALEE ROAD
(COUNTY ROAD 646 PUBLIC R/W)
WIDTH VARIES

SOUTH LINE SECTION 23
NORTH LINE SECTION 26
NORTHERLY RIGHT OF WAY
PLAT BOOK 42, PAGE 31

SOUTHERLY RIGHT OF WAY
FIRC LB #6897

WOODCREST DRIVE
EAST LINE SECTION 26
FIRC LB #6839

BENT CREEK PRESERVE
PLAT BOOK 55, PAGE 61
TRACT 11
FIRC LB #6839

TRACT 2
FIRC LB #6839

23 24
25 26 25

RICHMOND PARK II, A CONDOMINIUM
A CONDOMINIUM LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

SURVEYOR'S DESCRIPTION

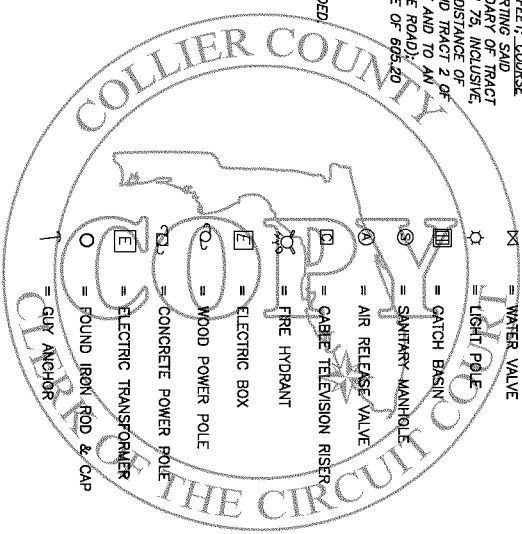
A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, THENCE ALONG THE EAST LINE OF SAID SECTION 26 SOUTH 02°18'18" EAST, A DISTANCE OF 188.07 FEET, THENCE DEPARTING SAID EAST LINE OF SECTION 26, NORTH 69°57'53" WEST, A DISTANCE OF 54.94 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 846 (IMMOKALEE ROAD, RIGHT OF WAY WIDTH VARIES) AND THE WESTERLY RIGHT OF WAY OF WOODCREST DRIVE (RIGHT OF WAY WIDTH VARIES) AND TO THE POINT OF BEGINNING, THENCE ALONG SAID WESTERLY RIGHT OF WAY OF WOODCREST DRIVE THE FOLLOWING THREE COURSES: COURSE ONE: SOUTH 02°19'40" EAST, A DISTANCE OF 896.16 FEET; COURSE TWO: THENCE SOUTH 88°30'22" WEST, A DISTANCE OF 10.00 FEET; COURSE THREE: THENCE SOUTH 02°19'40" EAST, A DISTANCE OF 251.91 FEET, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY OF WOODCREST DRIVE, AND ALONG THE NORTHERLY BOUNDARY OF TRACT 11 OF BENT CREEK PRESERVE, AS RECORDED IN PLAT BOOK 55 PAGES 61 THROUGH 75, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, NORTH 89°59'05" WEST, A DISTANCE OF 595.31 FEET, THENCE ALONG THE EASTERN BOUNDARY OF LOTS 21 THROUGH 6 AND TRACT 2 OF SAID BENT CREEK PRESERVE, NORTH 02°19'18" WEST, A DISTANCE OF 1,148.54 FEET AND TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY OF STATE ROAD 846 (IMMOKALEE ROAD); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, SOUTH 89°57'53" EAST, A DISTANCE OF 605.20 FEET TO THE POINT OF BEGINNING.
 PARCEL CONTAINS 15.89 ACRES, OR 691,995 SQUARE FEET, MORE OR LESS.
 SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD, RECORDED AND UNRECORDED.

SHEET INDEX

- SHEET 1 BOUNDARY DESCRIPTION AND NOTES
- SHEET 2 OVERALL BOUNDARY SURVEY
- SHEET 3 OVERALL SITE PLAN

ABBREVIATIONS

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- R/W = RIGHT OF WAY LINE
- OR = OVERALL
- LB = LICENSED BUSINESS NUMBER
- LS = LICENSED SURVEYOR LICENSE NUMBER
- N.A.M.D. = NORTH AMERICAN DATUM
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
- O.R. = OFFICIAL RECORDS
- P.C. = PAGE
- (P) = PLAT
- (M) = MEASURED
- TR = FOUND IRON ROD
- FND = FOUND



LEGEND

- ☐ = STORM MANHOLE
- ⊞ = INTERRED END
- ⊗ = WATER VALVE
- ⊙ = LIGHT POLE
- ⊠ = CATCH BASIN
- ⊡ = SAWHARK-MANHOLE
- ⊚ = AIR RELEASE VALVE
- ⊛ = CABLE TELEVISION RISER
- ⊜ = FIRE HYDRANT
- ⊝ = ELECTRIC BOX
- ⊞ = WOOD POWER POLE
- ⊟ = CONCRETE POWER POLE
- ⊠ = ELECTRIC TRANSFORMER
- ⊡ = FOUND IRON ROD & CAP
- ⊚ = GUY ANCHOR

FLOOD ZONE:
AH 14.5

PANEL NO.:
12021C--0218H

MAP REVISION DATE:
MAY 16, 2012

EXHIBIT "B2"
RICHMOND PARK II, A CONDOMINIUM
BOUNDARY DESCRIPTION AND NOTES

NOTES:

1. SURVEY BASED ON DEEDS PROVIDED BY CLIENT, EXISTING MONUMENTATION AND TITLE OPINION, PREPARED BY VOGLER ASHTON, PLLC, DATED APRIL 1, 2016, 5:00 P.M.
2. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE FLORIDA EAST ZONE, (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT) WITH THE EAST LINE OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, AS BEARING SOUTH 02°18'18" EAST.
3. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
4. FIELD MEASUREMENTS ARE IN SUBSTANTIAL AGREEMENT WITH PLAT AND/OR DEED CALLS.
5. THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FLOOD INSURANCE RATE CENTER. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY AGENCIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.
6. PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM OUR LOCAL PERMITTING, PLANNING, AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.
7. SURVEYOR'S CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. NO OTHER PERSONS OR ENTITIES, OTHER THAN SHOWN, MAY RELY ON THIS SURVEY.
9. UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.
10. THE REAL PROPERTY DESCRIBED IN SURVEYOR'S DESCRIPTION ABOVE IS THE SAME REAL PROPERTY AS DESCRIBED IN EXHIBIT "A" OF THE TITLE OPINION.
11. ELEVATIONS ARE BASED ON NGS BENCHMARK J 534, ELEV. 1376 NORTH AMERICAN VERTICAL DATUM 1988 (MAYD 88)

FOR: NEAL COMMUNITIES

CERTIFICATION:

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5L-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT CHAPTER 472.027, FLORIDA STATUTES.

JOHN SCOTT RHODES PSM #57739

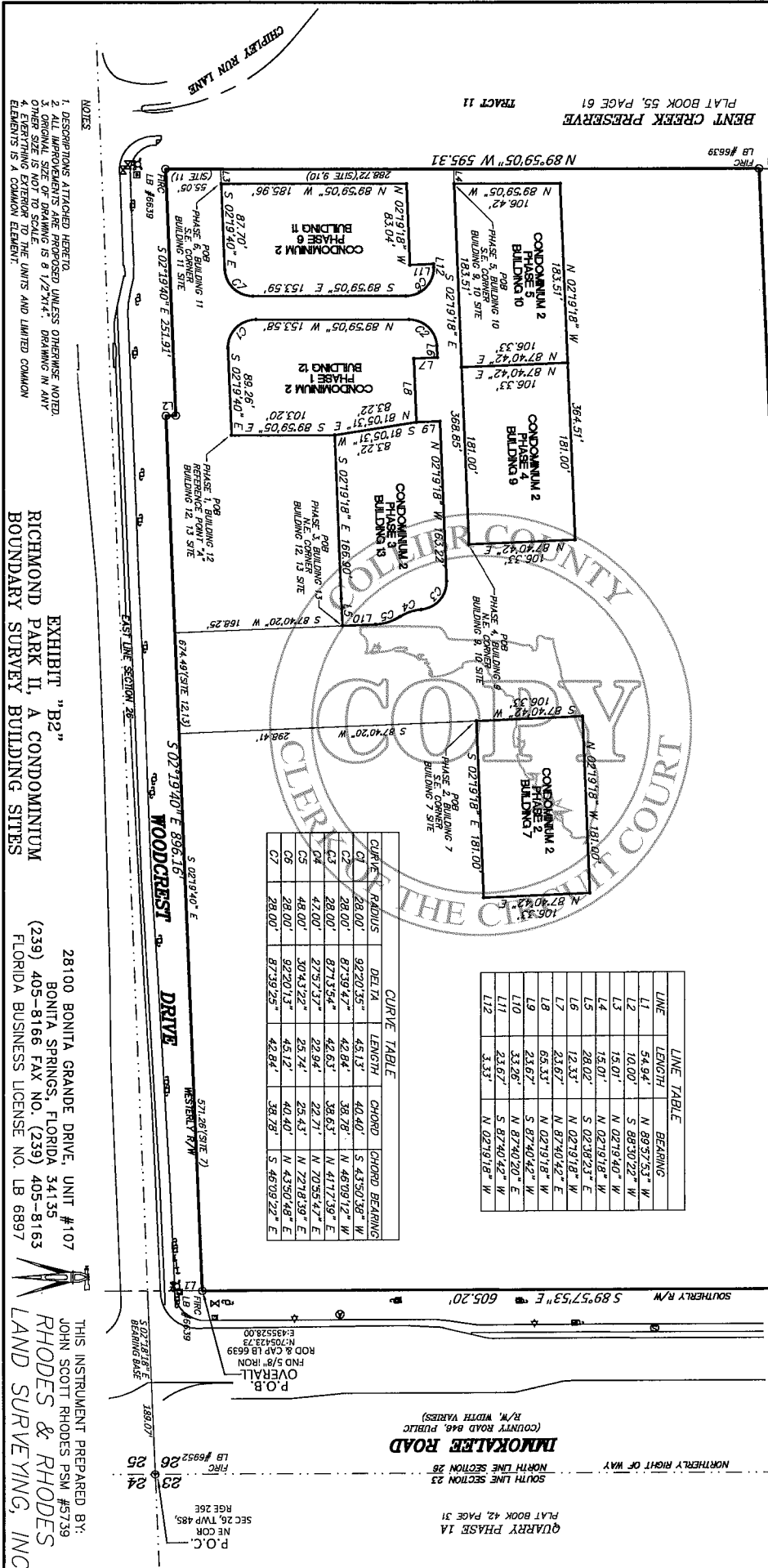
THIS INSTRUMENT PREPARED BY:
 JOHN SCOTT RHODES PSM #57739
RHODES & RHODES
LAND SURVEYING, INC.
 28100 BONITA GRANDE DRIVE, UNIT #107
 BONITA SPRINGS, FLORIDA 34135
 (739) 405-8166 FAX NO. (739) 405-8163
 FLORIDA BUSINESS LICENSE NO. LB 6697

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RICHMOND PARK, A CONDOMINIUM
 A CONDOMINIUM LIVING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

SHEET 2 OF 3

BENT CREEK PRESERVE
 PLAT BOOK 55, PAGE 61



LINE TABLE

LINE	LENGTH	BEARING
L1	54.94	N 89°57'53" W
L2	10.00	S 88°50'22" W
L3	15.01	N 02°19'18" W
L4	15.01	N 02°19'18" W
L5	28.02	S 02°19'18" E
L6	12.83	N 02°19'18" W
L7	23.87	N 02°19'18" E
L8	65.33	N 02°19'18" W
L9	23.67	S 02°19'18" W
L10	33.66	S 87°40'42" E
L11	23.67	S 87°40'42" W
L12	3.33	N 02°19'18" W

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	28.00	92°20'55"	45.13	40.40	S 43°30'38" W
C2	28.00	87°59'47"	42.84	38.78	N 46°09'12" W
C3	28.00	87°53'54"	42.83	38.63	N 41°7'59" E
C4	47.00	27°53'37"	22.94	22.71	N 70°55'47" E
C5	48.00	30°43'32"	25.74	25.43	N 72°18'59" E
C6	28.00	92°20'13"	45.12	40.40	N 43°30'48" E
C7	28.00	87°59'25"	42.84	38.78	S 46°09'22" E

- NOTES**
1. DESCRIPTIONS ATTACHED HERETO.
 2. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
 3. ORIGINAL SIZE OF DRAWING IS 8 1/2" X 11 1/4".
 4. OVER SIZE IS NOTED ON SHEET.
 5. DIMENSIONS OF LOTS AND LIMITED COMMON ELEMENTS IS A COMMON ELEMENT.

EXHIBIT "B2"
 RICHMOND PARK II, A CONDOMINIUM
 BOUNDARY SURVEY BUILDING SITES

28100 BONITA GRANDE DRIVE, UNIT #107
 BONITA SPRINGS, FLORIDA 34135
 (239) 405-8166 FAX NO. (239) 405-8163
 FLORIDA BUSINESS LICENSE NO. LB 6897

THIS INSTRUMENT PREPARED BY:
 JOHN SCOTT RHODES PSM #5739
RHODES & RHODES
 LAND SURVEYING, INC.

IMMOKALEE ROAD
 (COUNTY ROAD 848, PUBLIC R/W WIDTH VARIES)

QUARRY PHASE 1A
 PLAT BOOK 42, PAGE 31

SOUTH LINE SECTION 23
 NORTH LINE SECTION 26

P.O.B.
 NE COR.
 SEC 26, TWP 48S,
 RGE 26E

OVERALL
 FND 5/6" IRON
 ROD & CAP LB 6639
 N: 055423.73
 E: 055218.00

EXHIBIT "C"

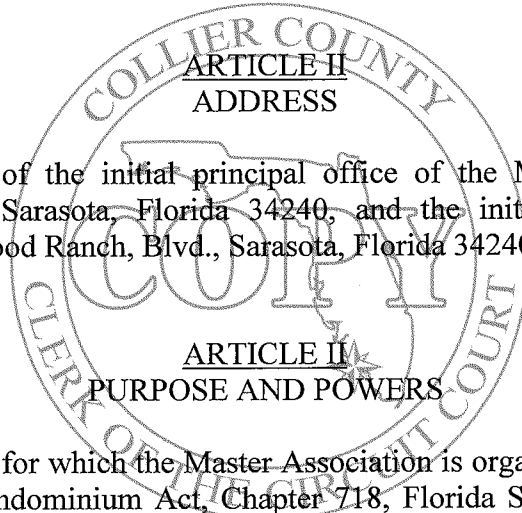
ARTICLES OF INCORPORATION
OF
RICHMOND PARK MASTER
CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NAME

The name of the corporation is RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, (the "Association").

ARTICLE II
ADDRESS

The street address of the initial principal office of the Master Association is 5800 Lakewood Ranch, Blvd., Sarasota, Florida 34240, and the initial mailing address of the Association is 5800 Lakewood Ranch, Blvd., Sarasota, Florida 34240.



ARTICLE II
PURPOSE AND POWERS

A. The purpose for which the Master Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, for the operation of RICHMOND PARK MASTER CONDOMINIUM, a Condominium, located in Collier County, Florida; and the Master Association shall have those corporate powers as set forth in Section 617.0302, Florida Statutes (2018).

B. The Master Association is organized and shall exist upon a non-stock basis as a corporation not-for-profit under the laws of the State of Florida and no portion of any earnings of the Master Association shall be distributed or inure to the private benefit of any member, director or officer of the Master Association. For the accomplishment of its purposes, the Master Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under the laws of the State of Florida, except as limited or modified by these Master Articles, the Master Declaration of Condominium, the Master By-Laws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Master Condominium pursuant to the Master Declaration and as it may hereafter be amended, including but not limited to the following:

a. To make and collect assessments against members of the Master Association, or other responsible parties, to defray the costs, expenses and losses of the Master Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.

- b. To maintain, repair, replace and operate the Master Association Property.
- c. To purchase insurance upon the Master Association Property for the protection of the Master Association, its members, and their mortgagees.
- d. To reconstruct improvements after casualty and to make further improvements of the property.
- e. To make, amend and enforce reasonable rules and regulations governing the use of the Common Elements.
- f. To enforce the provisions of the Condominium Act, the Master Declaration of Condominium, these Master Articles, and the Master By-Laws of the Master Association.
- g. To contract for the management and maintenance of the condominium and to delegate any powers and duties of the Master Association in connection therewith except each as are specifically required by the Master Declaration of Condominium to be exercised by the Board of Directors or the membership of the Master Association.
- h. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the condominium.

All funds and the title to all property acquired by the Master Association shall be held for the benefit of the members in accordance with the provisions of the Master Declaration of Condominium, these Master Articles of Incorporation and the Master By-Laws.

ARTICLE IV
MEMBERSHIP

A. The members of the Association shall consist of the Unit Owners of the Individual Condominiums and the Developer prior to submission of an Additional Condominiums to condominium ownership, and as further provided in the By-Laws; after termination of the Master Condominium the members shall consist of those who are members at the time of such termination.

B. The share of a member in the funds and assets of the Master Association cannot be assigned or transferred in any manner except as permitted by law.

C. The owners of each unit, collectively, shall be entitled to one vote in Association matters as set forth in the Master Declaration of Condominium and Master By-Laws. The manner of exercising voting rights shall be as set forth in the Master By-Laws.

ARTICLE V
TERM

The term of the Master Association shall be perpetual.

ARTICLE VI
AMENDMENTS

A. Except as otherwise required for by Florida law, these Master Articles of Incorporation may be amended by vote of two-thirds (2/3) of the voting interest at any annual or special meeting, or by approval in writing of the owners of two-thirds (2/3) of the voting interest without a meeting, provided that notice of any proposed amendment has been given to the members of the Master Association and that the notice contains a copy of the proposed Amendment.

B. An Amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Collier County, Florida.

ARTICLE VII
DIRECTORS AND OFFICERS

A. The affairs of the Master Association will be administered by a Board of Directors consisting of the number of Directors determined by the Master By-Laws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Except for Directors appointed by the Developer, all Directors must be members of the Master Association or spouses of members.

B. Directors of the Association shall be elected by the members in the manner determined by the Master By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Master By-Laws.

C. The business of the Association shall be conducted by the officers designated in the Master By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board.

ARTICLE VIII
INCORPORATOR

The name and address of the incorporator is: Neal Communities on the Braden River, LLC, 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240.

**ARTICLE IX
INITIAL REGISTERED AGENT**

A. The initial registered office of the Master Association shall be at: 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240.

B. The initial registered agent at said address shall be: Neal Communities on the Braden River, LLC.

**ARTICLE X
INDEMNIFICATION**

A. The Master Association shall indemnify every Director and every officer of the Master Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) in which he or she may be a party because of his being or having been a Director or officer of the Master Association to the fullest extent that may be permitted by law.

B. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

WHEREFORE, the incorporator has caused these presents to be executed this 12 day of April, 2018.

Witnesses:

J. J. Villaveal
Barbely Odara

NEAL COMMUNITIES ON THE
BRADEN RIVER, LLC, a Florida limited
liability company

By: NCDG MANAGEMENT, L.L.C.,
a Florida limited liability company

By: James R. Schier
James R. Schier, Manager

NOTICE OF APPOINTMENT OF REGISTERED AGENT,
ACCEPTANCE, AND DESIGNATION OF CORPORATE OFFICE

The undersigned, Neal Communities On The Braden River, LLC, a Florida limited liability company, having a street address of 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, having been appointed by the Directors of RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., as registered agent, states as follows:

1. The corporation shall maintain an office at 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, and shall notify the Department of State of any change in address of this officer or the name of the registered agent at this address.

2. He accepts the appointment and consents to serve as registered agent of the corporation pursuant to Section 617.023, Florida Statutes.

NEAL COMMUNITIES ON THE BRADEN RIVER, LLC, a
Florida limited liability company

By: NCDG Management, J.L.C, a Florida limited liability
company, its Manager

By: 
James R. Schier, its Manager

EXHIBIT "D"

BY-LAWS OF

RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized under the laws of the State of Florida

1. Identity. These are the Master By-Laws of Richmond Park Master Condominium Association, Inc., (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain master condominium located in Collier County, Florida, and known as Richmond Park Master Condominium, a Condominium (the "Master Condominium").

1.1. Principal Office. The principal office of the Association shall be 5800 Lakewood Ranch Blvd., Sarasota, Florida, 34240, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Master Association shall be kept in Collier County, Florida or at such other place as may be permitted by the Act from time to time.

1.2. Fiscal Year. The fiscal year of the Master Association shall be the calendar year.

1.3. Seal. The seal of the Master Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. Definitions. For convenience, the Master By-Laws shall be referred to as the "Master By-Laws" and the Master Articles of Incorporation of the Association as the "Master Articles". The term "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date the Declaration is recorded in the Public Records of Collier County, Florida. The other terms used in these Master By-Laws shall have the same definition and meaning as those set forth in the Master Declaration for the Master Condominium unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1. Annual Meeting. The annual members' meeting shall be held on the date, at the place located upon the Master Association Property and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held during July of the year following the date of filing of the Master Declaration, at such time, place and date as the Board shall determine.

3.2. Special Meeting. Special members' meeting shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the

Board of Directors of the Master Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the voting members of the Master Association or upon receipt of a written application of twenty percent (20%) of the voting interests to the Board or such other percentage as may be required by the Act. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.

3.3 Notice of Meeting, Waiver of Notice. Written notice of a meeting of members, which shall incorporate an identification of agenda items and state the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Master Association Property at least fourteen (14) continuous days preceding the meeting. The notice of the meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

(a) Notice of specific meeting(s) may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

(b) An officer of the Master Association shall provide an affidavit, to be included in the official records of the Master Association, affirming that notices of the Master Association meeting were mailed or hand delivered in accordance with this Section of the Act, to each Unit Owner at the address last furnished to the Master Association. No other proof of notice of a meeting shall be required.

3.3.1. Special Provisions Relating to Election of Board of Directors. Regular election of the Board of Directors shall occur on the date of the annual meeting. In addition to the foregoing notice provisions, not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to a vote a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary not less than forty (40) days before a scheduled election. Thereafter, no less than fourteen (14) days and no more than thirty-four (34) days before a scheduled election, the Association shall mail or deliver a second notice of the meeting and the agenda to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates.

3.4. Quorum. A quorum at members' meetings shall be attained by the presence either in person or by proxy of at least one-half (1/2) of the persons entitled to cast the votes of members.

3.5. Voting.

(a) Number of Votes. Except as provided in paragraph 3.10 hereof, in any meeting of members, the Owners of Units shall be entitled to cast one (1) vote for each Unit owned, and prior to submitting Additional Condominiums to the condominium form of ownership, the Developer shall retain and be entitled to cast forty-eight (48) votes for Condominium II. In the event two (2) or more Units shall be combined to create one (1) Unit, the new Unit shall be attributed a fractional interest and share equal to the number of combined Units. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy, if allowed, at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Master Declaration, the Master Articles or these Master By-Laws. As used in these Master By-Laws, the Master Articles or the Master Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Master Declaration or Master Articles, it shall mean such greater percentage of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained.

(c) Voting Member. If a Unit is owned by one person, the right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.6. Proxies. Votes may be cast in person and limited proxies, but not general proxies. However, limited proxies and general proxies may be used for purposes of establishing a quorum. Limited proxies may be used for votes taken to waive or reduce reserve accounts for capital expenditures and deferred maintenance, for votes taken to waive financial statement requirements in accordance with the Act, for votes taken to amend the Master Declaration, Master Articles or these Master By-Laws, or for any other matter for which the members are required or permitted to vote. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any

proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as set forth in 3.5 above), name the person(s) voting the proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the appointed time of each meeting for which it is given. Each proxy shall also contain the date, time and place of the meeting for which it is given and shall set forth the matter on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies shall be Unit Owners or the spouse of a Unit Owner. Notwithstanding proxy as prescribed herein, such forms of limited proxy required by the Act as may be amended from time to time shall prevail where in conflict herewith.

3.7. Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the time and date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Collection of Election Ballots.
- (b) Call to order by President.
- (c) Appointment by the President of a chairman of the meeting (who need not be a member or a Director).
- (d) Proof of notice of the meeting or waiver of notice.
- (e) Reading of minutes.
- (f) Reports of officers.
- (g) Reports of committees.
- (h) Appointment of inspectors of election.
- (i) Determination of number of Directors to be elected.
- (j) Election of Directors.
- (k) Unfinished business.
- (l) New business.

(m) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9. Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.10. Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors

4.1. Membership. Prior to Turnover, the affairs of the Association shall be governed by a Board of not less than three (3) Directors. After Turnover, the affairs of the Association shall be governed by not less than three (3) Directors, the number of Directors to be established from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number. Except for Directors appointed by the Developer, Directors shall be Unit Owners or the spouses of Unit Owners, and shall be elected for a staggered term. Upon Turnover, individual Directors shall be elected for a designated one year term, a two-year term and a three year-term.

4.2. Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.

(b) Any Unit Owner or spouse of a Unit Owner desiring to be a candidate for the Board of Directors shall give written notice of such desire to the Secretary of the Association not less than forty (40) days before a scheduled election. Thereafter, no less than fourteen (14) days and no more than thirty-four (34) days before a scheduled election, the Association shall mail or deliver, along with the agenda and second notice of meeting described in Section 3.3.1 hereof, a ballot which shall list all the candidates. Any Unit Owner or other eligible personal properly serving notice of candidacy may request that the ballot and notice be accompanied by an information sheet provided by the candidate, which information sheet shall be no larger than

8-1/2 inches by 11 inches. Nominations for Directors and additional directorships created at the election meeting shall be those contained in the ballot only.

(c) The election shall be by written ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4.3. Vacancies and Removal

(a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer.

(b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of the Owners of all Units. In the event that removal of any Director results in less than a majority of the board members being removed, the vacancy in the Board of Directors so created shall be filled by the affirmative vote of a majority of the remaining members of the Board of Directors. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director. In the event that removal of one or more directors results in removal of a majority or more of the members of the Board of Directors, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, of the Department of Business and Professional Regulation.

(c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these Master By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Master Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Master Association and post in a conspicuous place on the Master Association Property a notice describing the intended action and giving the Master Association an opportunity to fill the vacancy(ies) in accordance with these Master By-Laws. If during such time, the Master Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Master Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Master Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Master By-Laws.

4.4. Term. Except as provided herein to the contrary for the staggered terms designated upon election for each identified Director, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office or until he is removed in the manner elsewhere provided.

4.5. Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed. Notice of the organizational meeting shall be posted conspicuously on the Master Association Property at least forty-eight (48) hours before the meeting; provided, however, in the event the organizational meeting shall follow the annual meeting in which the Directors were newly elected or appointed, the notice of the annual meeting shall serve as notice of the organizational meeting.

4.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Master Association Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Master Association, except in the event of an emergency.

4.7. Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Master Association Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Master Association, except in the event of an emergency.

4.7.1 Meetings, Special Assessments, Rules. Written notice of any meeting of Directors at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owner and posted conspicuously on the Master Association Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen-day (14 day) notice shall be made by an affidavit executed by the Secretary of the Master Association and filed among the official records of the Master Association.

4.7.2. Regular Assessments. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

4.7.3 Unit Owners Attendance. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee is present shall be open to all Unit Owners. Unit Owners shall have the right to speak at such meetings with reference to all designated agenda items.

4.8. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall constitute such Director's waiver of notice of such meeting.

4.9. Quorum. A quorum at Directors' meetings 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 acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Master Declaration, the Master Articles or these Master By-Laws.

4.10. Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11. Joinder in Meeting by Approval of Minutes. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at any meeting of the Board of Directors. A vote or abstention for each Director present shall be recorded in the minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.12. Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.13. Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Election of Chairman.
- (b) Roll Call.
- (c) Proof of due notice of meeting.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers and committees.
- (f) Election of Inspectors of Election.
- (g) Election of officers.
- (h) Unfinished business.
- (i) New Business.
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.14. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Master Association shall retain these minutes for a period of not less than seven (7) years.

4.15. Executive Committee, Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of any member or members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Master Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Master Condominium, (b) to determine the Master Assessments payable by the Unit Owners to meet the Common Expenses of the Master Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Master Association Property, or (d) to exercise any of the powers specifically reserved to the Unit Owners or Board of Directors. The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

4.16. Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of at least three (3) but no more than five (5) Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Master Association, which for purposes hereof shall be one hundred fifty-two. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Master Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such Director(s), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the Director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Master Association have been conveyed to Purchasers, (b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Master Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Master Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Master Association.

The Developer can turn over control of the Master Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Master Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Master Association shall call, and give such notice as required for election of directors as set forth under Section 4.2 hereof, of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Master Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Master Association, the Developer shall relinquish control of the Master Association and shall deliver to the Master Association, at Developer's expense, all property of the Unit Owners and of the Master Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Master Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Master Declaration.
- (b) A certified copy of the Master Articles of Incorporation of the Master Association.
- (c) A copy of the Master By-Laws of the Master Association.
- (d) The minute books, including all minutes, and other books and records of the Master Association, if any.
- (e) Any house rules and regulations which have been promulgated.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the Master Association, and source documents since the incorporation of the Master Association through the date of the Turnover. The records shall be audited by an independent certified public account. All financial records shall be prepared in accordance with generally accepted accounting standards and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the Developer was

charged and paid the proper amount of assessments. The financial records required hereunder may be provided not later than ninety (90) days after Unit Owners, other than the Developer, elect a majority of the Board of Directors.

(h) Master Association funds or the control thereof.

(i) All tangible personal property that is the property of the Master Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Master Association Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Master Association Property and the construction and installation of the mechanical components serving the improvements and the Master Association Property.

(k) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Master Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the Master Association Property.

(l) Insurance policies.

(m) Copies of any Certificates of Occupancy which may have been issued for the Master Association Property.

(n) Any other permits issued by governmental bodies applicable to the Master Association Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Master Association.

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(q) Leases of the Common Elements and other Leases to which the Master Association is a party, if applicable.

(r) Employment contracts or service contracts in which the Master Association is one of the contracting parties, or service contracts in which the Master Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service,

(s) All other contracts to which the Master Association is a party.

5. Powers and Duties. The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these By-Laws necessary for the administration Master of the affairs of the Master Condominium and may take all acts, through the proper officers of the Master Association, in executing such powers, except such acts which by law, the Master Declaration, the Master Articles, or these Master By-Laws may not be delegated to the Board of Directors by the Unit Owners.

6. Officers

6.1. Executive Officers. The initial executive officers of the Master Association shall be a President, a Vice -President, a Treasurer and a Secretary (none of whom need to be Directors or Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Master Association.

6.2. President. The President shall be the chief executive officer of the Master Association. He shall have all of the powers and duties that are usually vested in the office of President of an association.

6.3. Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice-President of an association and as may be required by the Directors or the President.

6.4. The Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Master Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or the President.

6.5. Treasurer. The Treasurer shall have custody of all property of the Master Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Master Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurers report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasury and as may be required by the Directors or the President. All monies and other

valuable effects shall be kept for the benefit of the Master Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.

6.7 Developer Appointee. No officer appointed by the Directors designated by the Developer may be removed except as provided in Section 4.16 hereof and by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Master Association, nor preclude contracting with a Director or officer for the management of the Master Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.

9. Fiscal Management. The provisions for fiscal management of the Master Association set forth in the Master Declaration and Master Articles shall be supplemented by the following provisions:

9.1. Budget.

(a) Adoption by Board, Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Master Condominium (which shall detail all accounts and items of expense and contain all items required by the Act), determine the amount of Master Assessments payable by the Unit Owners to meet the expenses of such Master Condominium and allocate and assess such expenses among the Individual Condominiums in accordance with the provisions of the Master Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law).

These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, and for any other item for which the deferred maintenance expense, or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or deferred maintenance expenses of each reserve item. The Master Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the remaining useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Master Association have, by a vote of the majority of the voting interests voting in person or by limited proxy at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Notwithstanding the foregoing, prior to Turnover of control of the Master Association by the Developer to the Unit Owners pursuant to the Act and Section 4.16 hereof, the Developer may vote to waive reserves for the first two (2) years of operation of the Master Association. However, prior to Turnover of control of the Master Association by the Developer and after the first two (2) years of operation of the Master Association, reserves may be waived or reduced only upon the vote of all voting interests, other than the Developer as a Unit Owner in any Individual Condominium, voting in person or by limited proxy at a duly called meeting of members for that purpose.

The adoption of a budget for the Master Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Master Association not less than fourteen (14) days prior to the meeting of the Board of Directors or of the Unit Owners at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. Evidence of compliance with such fourteen day (14) notice shall be by an affidavit executed by an officer or the manager of the Master Association or such other person providing notice of the meeting and filed among the official records of the Master Association. The meeting must be open to the Unit Owners.

(ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Master Assessments against Individual Condominiums in any year exceeding one hundred fifteen percent (115%) of such Master Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners received by the Board of Directors within twenty-one (21) days after adoption of the budget, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least fourteen (14) days written notice of said meeting, which notice shall be provided by hand delivery, or by US Mail, first class, to the address of each Unit Owner last furnished to the Master Association. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of a majority of all voting interests (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not

obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors goes into effect as scheduled.

(iii) Determination of Budget Amount. In determining whether a budget requires Master Assessments against Individual Condominiums in any year exceeding one hundred fifteen percent (115%) of Master Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Master Association Property or in respect of anticipated expenses of the Master Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Master Assessments for improvements to the Master Association Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Master Association, the Board may not impose Master Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Master Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.2. Assessments. Master Assessments against Individual Condominiums for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Master Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter of the year for which the Master Assessments are made. If annual Master Assessments are not made as required, Master Assessments shall be presumed to have been made in the amount of the last prior Master Assessments, and quarterly installments of such Master Assessments shall be due upon each installment payment date until changed by amended Master Assessments. In the event the annual Master Assessments prove to be insufficient, the budget and Master Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Master Assessments for the remaining portion of the fiscal year for which amended Master Assessments are made shall be payable in as many equal installments as there are full quarters of the fiscal year left as of the date of such amended Master Assessments, each such quarterly installment to be paid on the first day of the quarter, commencing the first day of the next ensuing quarter. If only a partial quarter remains, the amended Master Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Master Assessments for Common Expenses shall be due only after ten (10) days notice is given to the Individual Condominiums or the Unit

Owners concerned, and shall be paid in such manner as the Board of Directors of the Master Association may require in the notice of such Assessments.

9.4. Late Assessments. Master Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Master Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act (as the Act may be amended from time to time) on Assessments and installments thereof not paid when due. At its option, the Master Association shall have a lien on each Unit of any Delinquent Unit Owners, as defined in the Master Declaration, to secure that Delinquent Unit Owner's allocated portion of the Master Assessments, Special Assessments, or Capital Improvement Assessments. The lien is for the benefit of the Individual Condominium and shall be effective from and shall relate back to the recording of this Master Declaration. However, as to an Institutional First Mortgagee of record, the lien is effective as of the date of the recording of a claim of lien in the Public Records of Collier County, stating the description of the Unit subject to lien, the name of the record Owner, the name and address of the Master Association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Master Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Master Association shall agree by way of settlement) have been fully paid or until it is barred by law. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Master Association may bring an action in its name to foreclose a lien for unpaid Master Assessments, Special Assessments, or Capital Improvement Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Master Assessments, Special Assessments, or Capital Improvement Assessments without waiving any claim of lien. The Master Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Master Association, upon default in the payment as aforesaid and after thirty (30) days prior written notice to the applicable Unit Owner, the Master Association may declare the installments for the remainder of the budget year in which a claim of lien has been filed to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Master Association may declare Master Assessments to the maximum extent permitted under the Act to be accelerated) and such amount shall thereupon be immediately due and payable on the date the claim of lien is filed. In the event the amount of such installments changes during the period for which Master Assessments were accelerated, the Delinquent Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

9.5. Depository. The depository of the Master Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Master Association shall be deposited in the Master Association's name. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. Reserve and operating funds shall not be commingled.

9.6. Enforcement of Assessments. In the event a Master Assessment is not paid within ten (10) days of the date same shall be due and payable, the Master Association, through the

Board of Directors, may proceed to enforce and collect said Master Assessments in any manner provided for by the Act, the Master Declaration and these Master By-Laws.

9.7. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Master Association funds in such amount as shall be determined by a majority of the Board but not less than as may be required by the Act. The premiums on such bonds shall be paid by the Master Association as a Common Expense.

9.8. Accounting Records and Reports. The Master Association shall maintain accounting records in the State, according to the accounting practices normally used by similar associations or as required by the Act. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Individual Condominium designating the dates and amounts in which the Master Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

No later than April 1 of the year following the end of a fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security.
- (b) Professional and any management fees and expenses.
- (c) Taxes.
- (d) Cost for recreation facilities, if any.
- (e) Expenses for refuse collection and utility services.
- (f) Expense for lawn care.
- (g) Cost for building maintenance and repair.
- (h) Insurance costs.
- (i) Administrative and salary expenses; and

(j) Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

9.9. Application of Payment. All payments made by an Individual Condominium shall be applied as provided in these Master By-Laws and in the Master Declaration or as otherwise determined by the Board.

9.10. Notice of Meetings. Notice of any meeting where Master Assessments are to be considered for any reason shall specifically contain a statement that Master Assessments will be considered and the nature of any such Master Assessments.

10. Unit Owner Inquiries. In the event that a Unit Owner shall file with the Board of Directors a written inquiry delivered by United States first class mail, return receipt requested, the Board shall, within thirty (30) days of receipt of such complaint, respond in writing to the Unit Owner filing such inquiry. Such response shall either (i) set forth a substantive response to the inquiry, (ii) notify the Unit Owner that a legal opinion has been requested, or (iii) notify the Unit Owner that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. In the event that the Board of Directors shall request advice from the Division, the Board of Directors shall, within ten (10) days of its receipt of such advice, provide in writing a substantive response to the Unit Owner. In the event the Board of Directors shall request a legal opinion, the Board of Directors shall, within sixty (60) days after its receipt of the inquiry, provide in writing a substantive response to the Unit Owner.

11. Roster of Unit Owners. Each Unit Owner shall file with the Master Association a copy of the deed or other document showing his ownership. The Master Association shall maintain such information. The Master Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Master Association meetings when not in conflict with the Master Declaration, the Master Articles or these Master By-Laws.

13. Amendments. Except as in the Master Declaration provided otherwise, these Master By-Laws may be amended in the following manner:

13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

13.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than two (2) of the members of the Master Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than sixty-six and two thirds percent (66 2/3%) votes of the members and voting

interests of the Master Association and by not less than two (2) members of the entire Board of Directors.

13.3. Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance except as required by the Act. No amendment shall be made that is in conflict with the Master Articles or Master Declaration. No amendment to this Section shall be valid.

13.4. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Master Declaration and Master By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Master Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with an identification of the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

14. Rules and Regulations. Initial Rules and Regulations concerning the use of portions of the Master Condominium may be attached hereto. The Board of Directors may from time to time, adopt, modify, amend or add to such Rules and Regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such adoption, modifications, amendments or additions. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

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

16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

17. Official Records. From the inception of the Master Association, the Master Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Master Association:

(a) The plans, permits, warranties, and other items provided by the Developer pursuant to the Act.

(b) A photocopy of the recorded Master Declaration of Condominium and all amendments thereto.

(c) A photocopy of the recorded Master By-Laws of the Association and all amendments thereto.

(d) A certified copy of the Master Articles of Incorporation of the Master Association or other documents creating the Association and all amendments thereto.

(e) A copy of the current Rules and Regulations of the Master Association.

(f) A book or books containing the minutes of all meetings of the Master Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers.

(h) All current insurance policies of the Master Association and the Master Condominium.

(i) A current copy of any management agreement, lease, or other contract to which the Master Association is a party or under which the Master Association or the Unit Owners have an obligation or responsibility.

(j) Bills of sale or transfer for all property owned by the Master Association.

(k) Accounting records for the Master Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:

(1) Accurate, itemized, and detailed records for all receipts and expenditures.

(2) A current account and a quarterly statement of the account for each Individual Condominium and the name of any Delinquent Unit Owner, the due date and amount of each Master Assessment, the amount paid upon the account, and the balance due, including the amount due from the Delinquent Unit Owner.

(3) All audits, review, accounting statements, and financial reports of the Master Association or Master Condominium.

(4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.

(m) All rental records where the Master Association is acting as agent for the rental of Units.

(n) A copy of the current question and answer sheet as required by the Act.

(o) All other records of the Master Association not specifically included in the foregoing which are related to the operation of the Master Association.

The official records of the Master Association shall be maintained in the County or at such other place as may be permitted by the Act (as it may be amended from time to time).

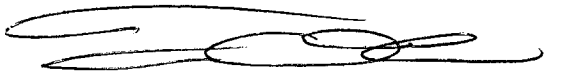
The official records of the Master Association shall be open to inspection by any member or the authorized representative of each member at all reasonable times. Failure to permit inspection of the Master Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect records includes the right to make or obtain copies, at the reasonable expense, if any, of the member.

18. Arbitration. Any Disputes as defined under the Act and in the Master Declaration shall be resolved through non-binding arbitration conducted in accordance with the Act.

19. Fire and Life Safety Code Compliance. The Master Association's Board of Directors may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Units to the applicable fire and life safety code.

The foregoing was adopted as the Master By-Laws of Richmond Park Master Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 12 day of April, 2018.

Approved:



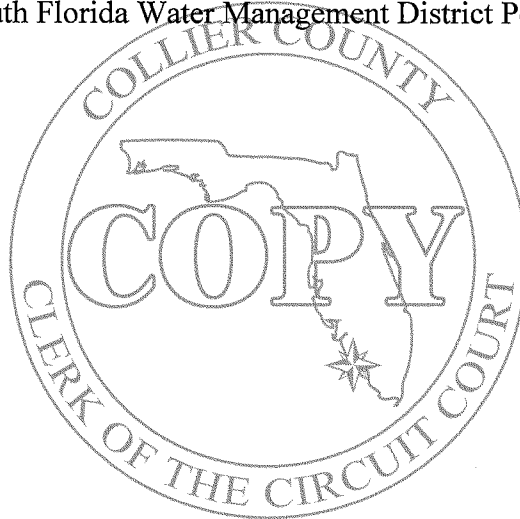
President



Secretary

EXHIBIT "E"

[South Florida Water Management District Permit]





**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 11-03808-P
DATE ISSUED: September 9, 2016**

PERMITTEE: NEAL COMMUNITIES OF SOUTHWEST
FLORIDA L L C
ATTN: JAMES SCHIER
5800 LAKEWOOD RANCH BOULEVARD N
SARASOTA, FL 34240

PROJECT DESCRIPTION: This Environmental Resource Permit authorizes construction and operation of a stormwater management system serving 15.89 acres of residential development for a project known as Richmond Park.

PROJECT LOCATION: COLLIER COUNTY, SEC 26 TWP 48S RGE 26E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 160426-14, dated April 26, 2016. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 7)
3. the attached 16 Special Conditions (See Pages: 5 - 7 of 7) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 9th day of September, 2016, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: Melissa M. Roberts
Melissa M. Roberts, P.E.
Regulatory Administrator
Lower West Coast Service Center

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.



SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on September 9, 2021.
2. Operation and maintenance of the stormwater management system shall be the responsibility of Richmond Park Condominium Association, Inc. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:

Basin: 2A / Structure CS-2A

1 - 3" dia. CIRCULAR ORIFICE with invert at elev. 11.76' NAVD 88.
30" dia. REINFORCED CONCRETE PIPE culvert.
1 - 37" W X 49" L Mod. FDOT Type "D" drop inlet with crest at elev. 13.80' NAVD 88.
Receiving body : BASIN 2B
Control elev : 11.76 feet NAVD 88.

Basin: 2B / Structure CS-2B

1 - 12" W X 4" H RECTANGULAR weir with crest at elev. 13.80' NAVD 88.
1 - 3" dia. CIRCULAR ORIFICE with invert at elev. 11.76' NAVD 88.
30" dia. REINFORCED CONCRETE PIPE culvert.
1 - 37" W X 49" L Mod. FDOT Type "D" drop inlet with crest at elev. 17.60' NAVD 88.
Receiving body : BASIN 2C
Control elev : 11.76 feet NAVD 88.

Basin: 2C / Structure OCS-2 (Existing Control Structure)

2 - 36" WIDE BROAD CRESTED weirs with crest at elev. 13.16' NAVD 88.
1 - 54" WIDE BROAD CRESTED weir with crest at elev. 13.16' NAVD 88.
1 - 3" dia. CIRCULAR ORIFICE with invert at elev. 11.76' NAVD 88.
48" dia. REINFORCED CONCRETE PIPE culvert.
1 - 36" W X 79" L Mod. FDOT Type "H" drop inlet with crest at elev. 14.16' NAVD 88.
Receiving body : COCOHATCHEE CANAL
Control elev : 11.76 feet NAVD 88.
4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
6. Minimum building floor elevation:

BASIN: 2A - 16.75 feet NAVD 88.
BASIN: 2B - 16.75 feet NAVD 88.

SPECIAL CONDITIONS

7. Minimum road crown elevation:

Basin: 2A - 16.05 feet NAVD 88.
Basin: 2B - 16.05 feet NAVD 88.
Basin: 2C - 14.06 feet NAVD 88.
Basin: IMMOKALEE RD. - 14.06 feet NAVD 88.
8. Minimum parking lot elevation:

Basin: 2A - 16.05 feet NAVD 88.
Basin: 2B - 16.05 feet NAVD 88.
Basin: 2C - 14.06 feet NAVD 88.
Basin: IMMOKALEE RD - 14.06 feet NAVD 88.
9. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

To schedule a pre-construction meeting, please contact ERC staff from the Lower West Coast Service Center at (239) 338-2929 or via e-mail at pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
10. The permittee shall utilize the criteria contained in the Stormwater Pollution Prevention Plan (Exhibit 2.1) and on the applicable approved construction drawings for the duration of the project's construction activities.
11. The Urban Stormwater Management Plan shall be implemented in accordance with Exhibit 2.2.
12. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species. In particular, consultation with the USFWS regarding such species as the Florida bonneted bat and the Florida panther is required prior to the commencement of construction.
13. The permittee shall comply with the provisions of the fox squirrel habitat management plan approved for the project site in accordance with Exhibit 3.4. Prior to initiating construction activities, the site shall be surveyed for the presence of active Big Cypress fox squirrel nests. A 125 foot radius undisturbed buffer must be maintained around all active nests. Following nesting activities, the nesting tree may be removed following coordination with the Florida Fish and Wildlife Conservation Commission and obtaining all required permits.

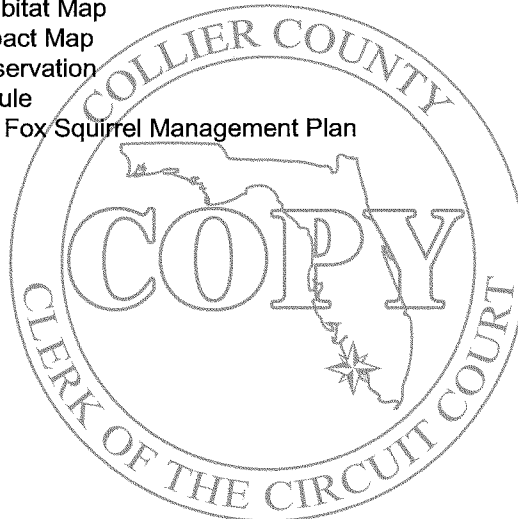
Any modifications to this program shall require prior written approval from District staff.
14. Prior to commencement of construction and in accordance with the work schedule in Exhibit 3.3, the permittee shall submit documentation from Panther Island Mitigation Bank that 0.36 freshwater forested

SPECIAL CONDITIONS

credits have been deducted from the official agency ledger.

- 15. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit 3.3. Any deviation from these time frames must be coordinated with the District's Environmental Resource Compliance staff, and may require a minor modification to this permit. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
- 16. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) under this application number.

- Exhibit 1.0 Location Map
- Exhibit 2.0 Plans
- Exhibit 2.1 Stormwater Pollution Prevention Plan
- Exhibit 2.2 Urban Stormwater Management Program
- Exhibit 3.0 FLUCCS Habitat Map
- Exhibit 3.1 Wetland Impact Map
- Exhibit 3.2 Letter of Reservation
- Exhibit 3.3 Work Schedule
- Exhibit 3.4 Big Cypress Fox Squirrel Management Plan



Last Date For Agency Action: October 2, 2016

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Richmond Park

Permit No.: 11-03808-P

Application No.: 160426-14

Associated File: 160628-29 WU Concurrent
160628-31 WU Concurrent

Application Type: Environmental Resource (New Construction/Operation)

Location: Collier County, S26/T48S/R26E

Permittee : Neal Communities Of Southwest Florida L L C

Operating Entity : Richmond Park Condominium Association, Inc.

Project Area: 15.89 acres

Permit Area: 15.89 acres

Project Land Use: Residential

Drainage Basin: WEST COLLIER

Sub Basin: COCOHATCHEE RIVER CANAL

Receiving Body: COCOHATCHEE CANAL

Class: CLASS III

Special Drainage District: NA

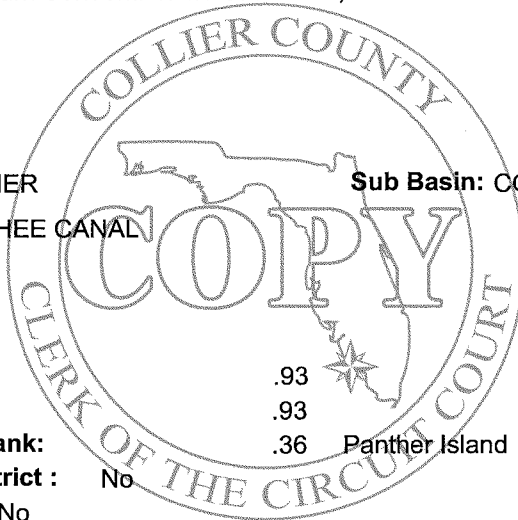
Total Acres Wetland Onsite: .93

Total Acres Impacted Onsite : .93

Offsite Mitigation Credits-Mit.Bank: .36 Panther Island

Conservation Easement To District : No

Sovereign Submerged Lands: No



PROJECT SUMMARY:

This Environmental Resource Permit authorizes construction and operation of a stormwater management system serving 15.89 acres of residential development for a project known as Richmond Park.

The project includes construction of thirteen multi-family residential buildings with associated amenity center, parking, driveways, and supporting utilities. Site development plans are attached as Exhibit 2.0.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.).

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located at the southwest corner of Immokalee Road and Woodcrest Drive in Collier County. Refer to Exhibit 1.0 for a location map.

The project is comprised of two parcels. The eastern-most parcel comprises 10.61 acres and is vacant containing upland pine flatwoods, disturbed land, and pine-cypress wetlands. There are no permitted water management facilities within this portion of the project site. The 5.28-acre western-most parcel is partially developed with a stormwater management facility for Basin 2 of the Immokalee Road Six-Lane Widening Project (Permit No. 11-01737-P / Applications No. 011206-10, 040423-23, and 130529-8).

A stipulated final judgment was recorded in 2005 (reference OR Book 3892, Page 4139 in the Collier County public records) granting the applicant the right to acquire the western parcel from Collier County and granting an easement to Collier County for drainage, utility, and maintenance purposes. The stipulated final judgement was executed on February 23rd, 2016 (reference OR Book 5426, Page 3145 in the Collier County public records).

For information on the wetlands and surface waters within the project, please refer to the Wetlands and Surface Waters section of this staff report.

LAND USE:

- Land use information for the Immokalee Road Basin is based on Basin 2 of Immokalee Road identified under Application No. 040423-23.

Construction

Project:

Total Project

Building Coverage	3.02	acres
Dry Detention Areas	.41	acres
Impervious	2.96	acres
Lake	4.11	acres
Pervious	5.39	acres
Total:	15.89	

Basin : 2A

Total Basin

Building Coverage	2.36	acres
Dry Detention Areas	.41	acres
Impervious	2.31	acres
Pervious	2.02	acres
Total:	7.10	

Basin : 2B

Basin : 2B

Total Basin

Building Coverage	.66	acres
Impervious	.65	acres
Lake	.50	acres
Pervious	1.45	acres
Total:	3.26	

Basin : 2C

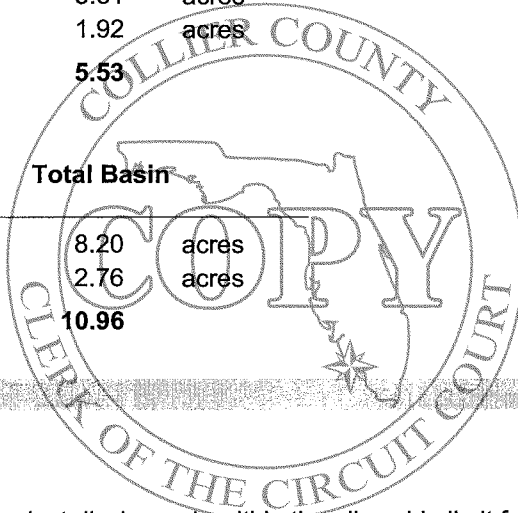
Total Basin

Lake	3.61	acres
Pervious	1.92	acres
Total:	5.53	

Basin : IMMOKALEE RD

Total Basin

Impervious	8.20	acres
Pervious	2.76	acres
Total:	10.96	



WATER QUANTITY :

Discharge Rate :

As shown in the table below, the project discharge is within the allowable limit for the area. The maximum allowable discharge for this project is based on the combination of the designed discharge rate for Basin 2 of Immokalee Road of 26.43 cfs authorized under Permit No. 11-01737-P / Application No. 011206-10 with the maximum allowable discharge rate of 0.04 cfs / acre for the 10.36-acre additional development (Basins 2A and 2B) authorized for construction and operation under this permit.

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 11.7 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NAVD 88)
2A	n/a	n/a	n/a	16.04
2B	n/a	n/a	n/a	16.02
2C	26.84	Conveyance Limitation	26.63	14.01
IMMOKALEE RD	n/a	n/a	n/a	14.01

Finished Floors :

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 14.95 inches

Basin

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Basin	Peak Stage (ft, NAVD 88)	Proposed Min. Finished Floors (ft, NAVD 88)	FEMA Elevation (ft, NAVD 88)
2A	16.75	16.75	14.5
2B	16.75	16.75	14.5
2C	16.7	N/A	N/A
IMMOKALEE RD	16.7	N/A	N/A

Road Design :

Road Storm Frequency : 25 YEAR-3 DAY Design Rainfall: 11.7 inches

Basin	Peak Stage (ft, NAVD 88)	Proposed Min. Road Crown (ft, NAVD 88)
2A	16.04	16.05
2B	16.02	16.05
2C	14.01	14.06
IMMOKALEE RD	14.01	14.06

Parking Lot Design :

Parking Lot Storm Frequency : 25 YEAR-3 DAY Design Rainfall :11.7 inches

Basin	Peak Stage (ft, NAVD 88)	Proposed Min. Parking Elev. (ft, NAVD 88)
2A	16.04	16.05
2B	16.02	16.05
2C	14.01	14.06
IMMOKALEE RD	14.01	14.06

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NAVD 88)	WSWT Ctrl Elev (ft, NAVD 88)	Method Of Determination
2A	7.10	11.76	11.76	Previously Permitted
2B	3.26	11.76	11.76	Previously Permitted
2C	5.53	11.76	11.76	Previously Permitted
IMMOKALEE RD	10.96	11.76	11.76	Previously Permitted

Receiving Body :

Basin	Str.#	Receiving Body
2a	CS-2A	BASIN 2B
2b	CS-2B	BASIN 2C
2c	OCS-2 (EX)	COCOHATCHEE CANAL

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NAVD 88)

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
2C	OCS-2 (EX)	1	Circular Orifice				3"		11.76

Culverts:

Discharge Structures:

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia.
2C	OCS-2 (EX)	1	Reinforced Concrete Pipe			48"

Inlets:

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
2C	OCS-2 (EX)	1	Fdot Mod H Drop Inlet	36"	79"		14.16

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
2C	OCS-2 (EX)	1	Broad Crested	54"				13.16 (crest)
2C	OCS-2 (EX)	2	Broad Crested	36"				13.16 (crest)

SWM(Internal) Structures: Note: The units for all the elevation values of structures are (ft, NAVD 88)

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
2A	CS-2A	1	Circular Orifice				3"		11.76
2B	CS-2B	1	Circular Orifice				3"		11.76

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia.
2A	CS-2A	1	Reinforced Concrete Pipe			30"
2B	CS-2B	1	Reinforced Concrete Pipe			30"

Inlets:

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
2A	CS-2A	1	Fdot Mod D Drop Inlet	37"	49"		13.8
2B	CS-2B	1	Fdot Mod D Drop Inlet	37"	49"		17.6

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
2B	CS-2B	1	Rectangular	12"	4"			13.8 (crest)

WATER QUALITY :

Water quality treatment will be provided in the interconnected dry detention and wet detention system. As shown in the table below, the project provides the total required 3.12 acre-feet of water quality treatment volume. The project provides 0.44 acre-feet of dry detention volume and 0.97 acre-feet of wet detention volume for the residential development basins (Basins 2A and 2B). The existing 3.61-acre lake (Lake 2C) provides 1.71 acre-feet of wet detention volume for Basins 2C and the existing corridor of Immokalee Road draining into this lake.

Pursuant to Appendix E of Volume II, the water quality treatment volume provided includes an additional 50% treatment volume above the requirements in Section 4.2 of Volume II to provide reasonable assurance that the project will not have an adverse impact on the quality of the receiving body, North Golden Gate (WBID 3278S). This watershed has been identified as impaired for dissolved oxygen with the causative pollutants of nutrients.

In addition to the required water quality treatment volume, the applicant provided site specific pollutant loading calculations to demonstrate that the storm water management system reduces the post

development loading of pollutants (specifically nutrients) to levels less than the loadings generated under the pre-development condition. The pollutant loading calculations are based upon the removal characteristics associated with the system.

The project also includes implementation of a Stormwater Pollution Prevention Plan (Exhibit 2.1) and an Urban Stormwater Management Program (Exhibit 2.2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Basin	Treatment Method		Vol Req.d (ac-ft)	Vol Prov'd
2A	Treatment	Dry Detention	.44	.44
2B	Treatment	Wet Detention	.97	.97
2C	Treatment	Wet Detention	1.71	1.71

WETLANDS:

Wetlands And Other Surface Waters:

The project area contains two wetlands (one wetland is 0.09-acres and the second wetland is 0.84-acres) and one surface water (a 4.20-acre storm water pond) totaling 5.13 acres. Please see Exhibit 3.0 for wetland locations. The wetlands can be generally described as pine cypress cabbage palm with varying levels of exotic vegetation. Additional wetland descriptions are located in epermitting.

The project will result in impacts to 0.93 acres of wetlands as described in the table below. Exhibit 3.1 identifies the locations of the wetlands that will be impacted. Based on the location of the wetlands within the project area, avoidance and minimization was not feasible for the type of development planned for the site. In addition, the wetlands are disturbed with exotic vegetation and have been hydrologically altered by regional disruptions to sheetflow, and therefore do not provide a high level of function within the West Collier Basin.

The smaller onsite wetland (Wetland 2) is isolated and less than 0.5-acres and does not the meet the criteria of Section 10.2.2.1 Volume 1; therefore no mitigation is required for Wetland 2.

To mitigate for the wetland impacts, the applicant will purchase 0.36 freshwater forested mitigation bank credits from Panther Island Mitigation Bank, as depicted in Exhibits 3.2-3.3. The amount of mitigation was determined by using the Uniform Mitigation Assessment Method in Chapter 62-345, F.A.C. The final scores can be found in the permit file.

The proposed mitigation is located within the same basin as the impacts, therefore pursuant to Section 10.2.8 of Volume I, the project will not result in unacceptable cumulative impacts to the West Collier Basin.

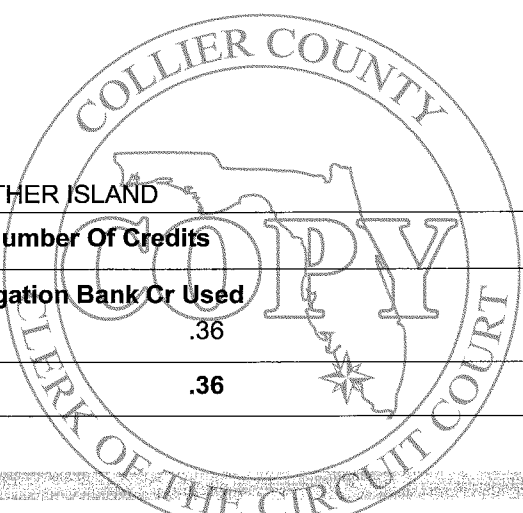
Wetland Inventory :

CONSTRUCTION NEW -Richmond Park

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluc cs	Adj Delta	Functional Gain / Loss
W1	ON	624	Direct	.84	.43	.00					-.430	-.361
W2	ON	624	Direct	.09							.000	.000
Total:				.93								-.36

<u>Fluc cs Code</u>	<u>Description</u>
624	Cypress - Pine - Cabbage Palm

MITBANK		PANTHER ISLAND	
Type Of Credits		Number Of Credits	
Fresh Water Forested		Mitigation Bank Cr Used	.36
Total:			.36



Fish And Wildlife Issues:

The wetlands to be impacted provide habitat for wetland-dependent species including Big Cypress fox squirrel. The proposed mitigation will provide or improve habitat for wetland-dependent species. No aquatic or wetland-dependent listed species or species having special protection were observed to be using the uplands within the project for nesting or denning. The project is undergoing a review by the US Fish and Wildlife Service (USFWS) under Section 10 of the Endangered Species Act. Based on copies of correspondence from the USFWS (see epermitting), the project is within the secondary panther zone, and will need to provide Panther Habitat Units. In addition, surveys for the Florida bonneted bat were required and conducted in August 2016. Please see special condition no. 12 regarding fulfilling the requirements of the consultation with the US Fish and Wildlife Service prior to construction.

Please see Exhibit 3.4 for a copy of a Big Cypress fox squirrel management plan.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION, OPERATION, AND MAINTENANCE:

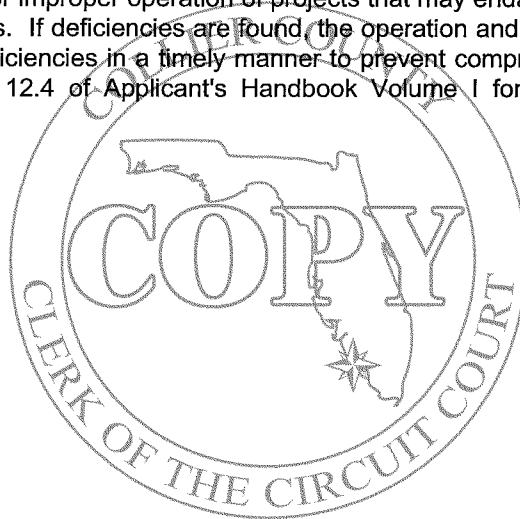
Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic

observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.



RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that a groundwater well will be used as a source for irrigation water for the project. Water Use application number 160628-31 is being processed concurrently for this project.

The applicant has indicated that dewatering is required for construction of this project. Water Use application 160628-29 is being reviewed concurrently for this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

Collier County Utilities.

Waste Water System/Supplier:

Collier County Utilities.

Right-Of-Way Permit Status:

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

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that there is some potential for undiscovered archeological sites to occur within the property. Please refer to General Condition No. 14 regarding fortuitous finds or unexpected discoveries during ground disturbing activities on the project site. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

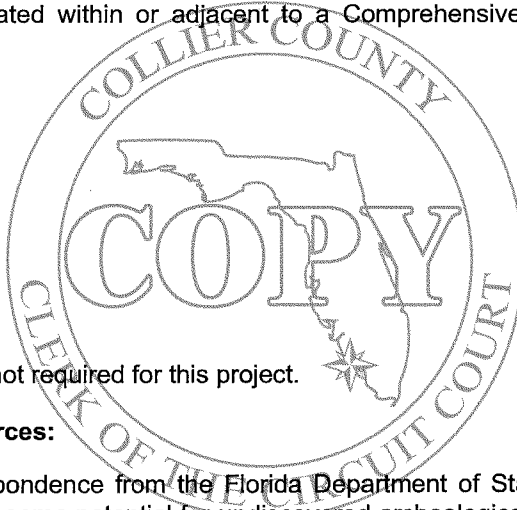
The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

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

Enforcement:

There has been no enforcement activity associated with this application.



STAFF REVIEW:

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

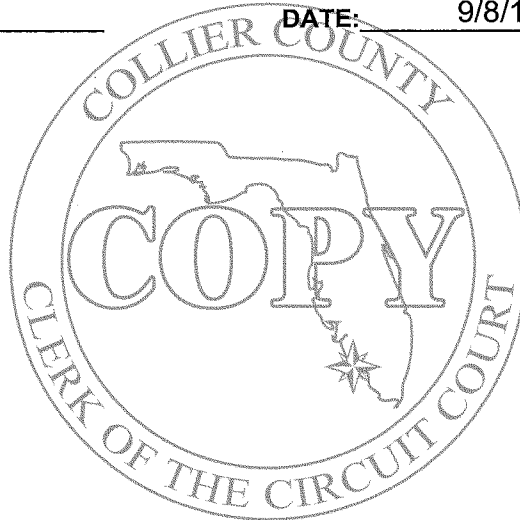
Laura Layman
Laura Layman

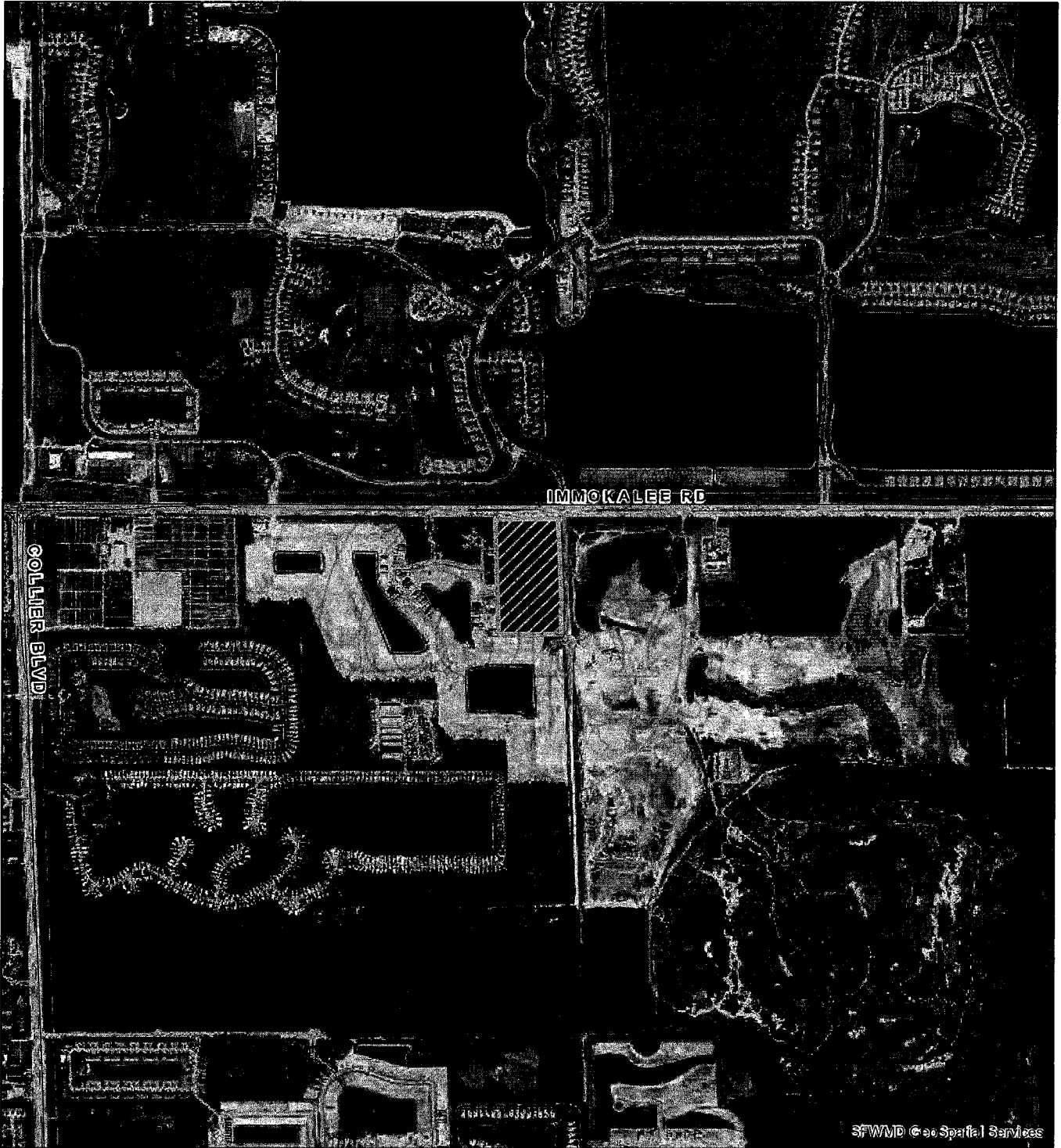
DATE: 9/9/16






SURFACE WATER MANAGEMENT:

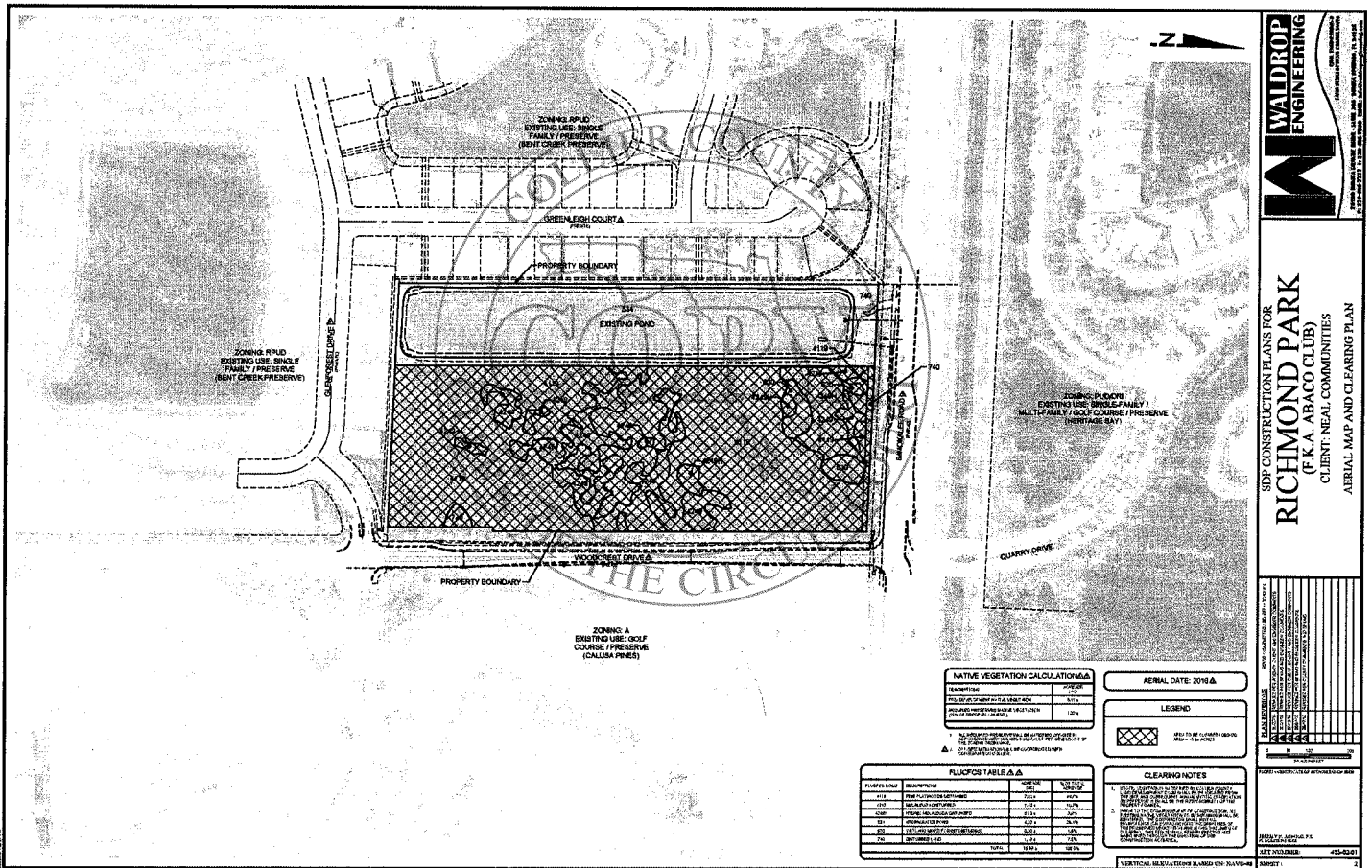
Brian Rose
Brian Rose, P.E.

DATE: 9/8/16





<p>Exhibit No: 1</p>	<p>Exhibit Created On: 2016-04-28</p>	<p>COLLIER COUNTY, FL</p>	<p> Application</p> <p>Permit No: 11-01737-P</p> <p>Application Number: 160426-14</p> 
<p align="center">REGULATION DIVISION Project Name: RICHMOND PARK</p>  <p>0 1,200 2,400 Feet</p> 			<p align="center"> Created by Regulation GIS Section South Florida Water Management District</p>



NATIVE VEGETATION CALCULATIONS

Area	10.00
Area of Native Vegetation	10.00
Percentage of Native Vegetation	100%

AERIAL DATE: 2010

LEGEND

[Cross-hatch symbol]	EXISTING POND
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RUCFGS TABLE A-A

PLANT CODE	DESCRIPTION	AREA	PERCENT
001	PLANT CODE 001	10.00	100%
002	PLANT CODE 002	0.00	0%
003	PLANT CODE 003	0.00	0%
004	PLANT CODE 004	0.00	0%
005	PLANT CODE 005	0.00	0%
006	PLANT CODE 006	0.00	0%
007	PLANT CODE 007	0.00	0%
008	PLANT CODE 008	0.00	0%
009	PLANT CODE 009	0.00	0%
010	PLANT CODE 010	0.00	0%
011	PLANT CODE 011	0.00	0%
012	PLANT CODE 012	0.00	0%
013	PLANT CODE 013	0.00	0%
014	PLANT CODE 014	0.00	0%
015	PLANT CODE 015	0.00	0%
016	PLANT CODE 016	0.00	0%
017	PLANT CODE 017	0.00	0%
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024	PLANT CODE 024	0.00	0%
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099	PLANT CODE 099	0.00	0%
100	PLANT CODE 100	0.00	0%

CLEARING NOTES

1. ALL CLEARING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA CLEARING ACT AND THE CALIFORNIA CLEARING REGULATIONS.
2. ALL CLEARING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA CLEARING ACT AND THE CALIFORNIA CLEARING REGULATIONS.
3. ALL CLEARING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA CLEARING ACT AND THE CALIFORNIA CLEARING REGULATIONS.
4. ALL CLEARING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA CLEARING ACT AND THE CALIFORNIA CLEARING REGULATIONS.
5. ALL CLEARING SHALL BE IN ACCORDANCE WITH THE CALIFORNIA CLEARING ACT AND THE CALIFORNIA CLEARING REGULATIONS.

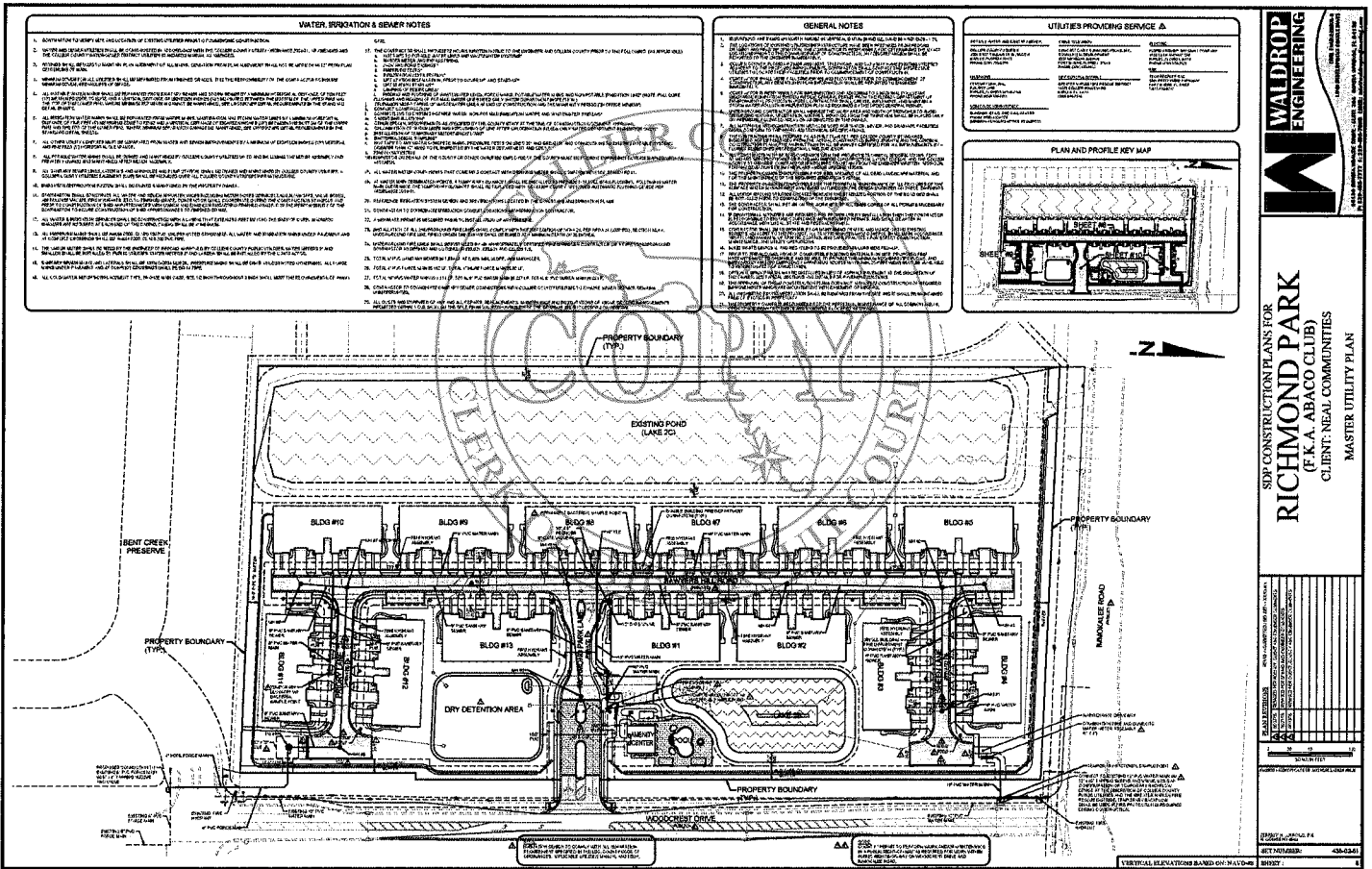
WALDROP ENGINEERING

USD CONSTRUCTION PLANS FOR
RICHMOND PARK
 (F.K.A. ABACO CLUB)
 CLIENT: NEAL COMMUNITIES

ABRIAL MAP AND CLEARING PLAN

DATE: 10/15/14
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: 160426-14

VERTICAL DATUM: NAVD83
 UNIT: METERS

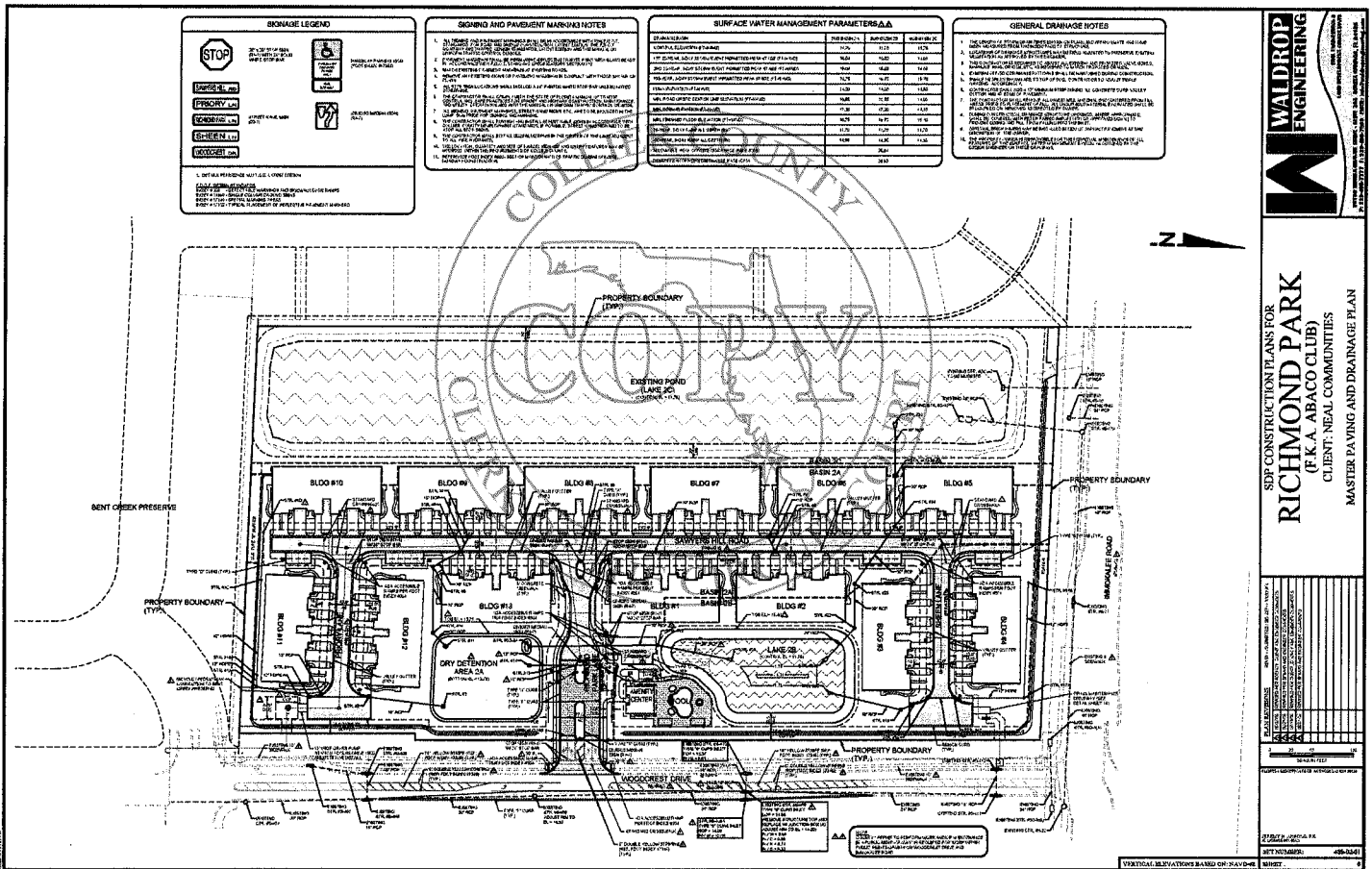


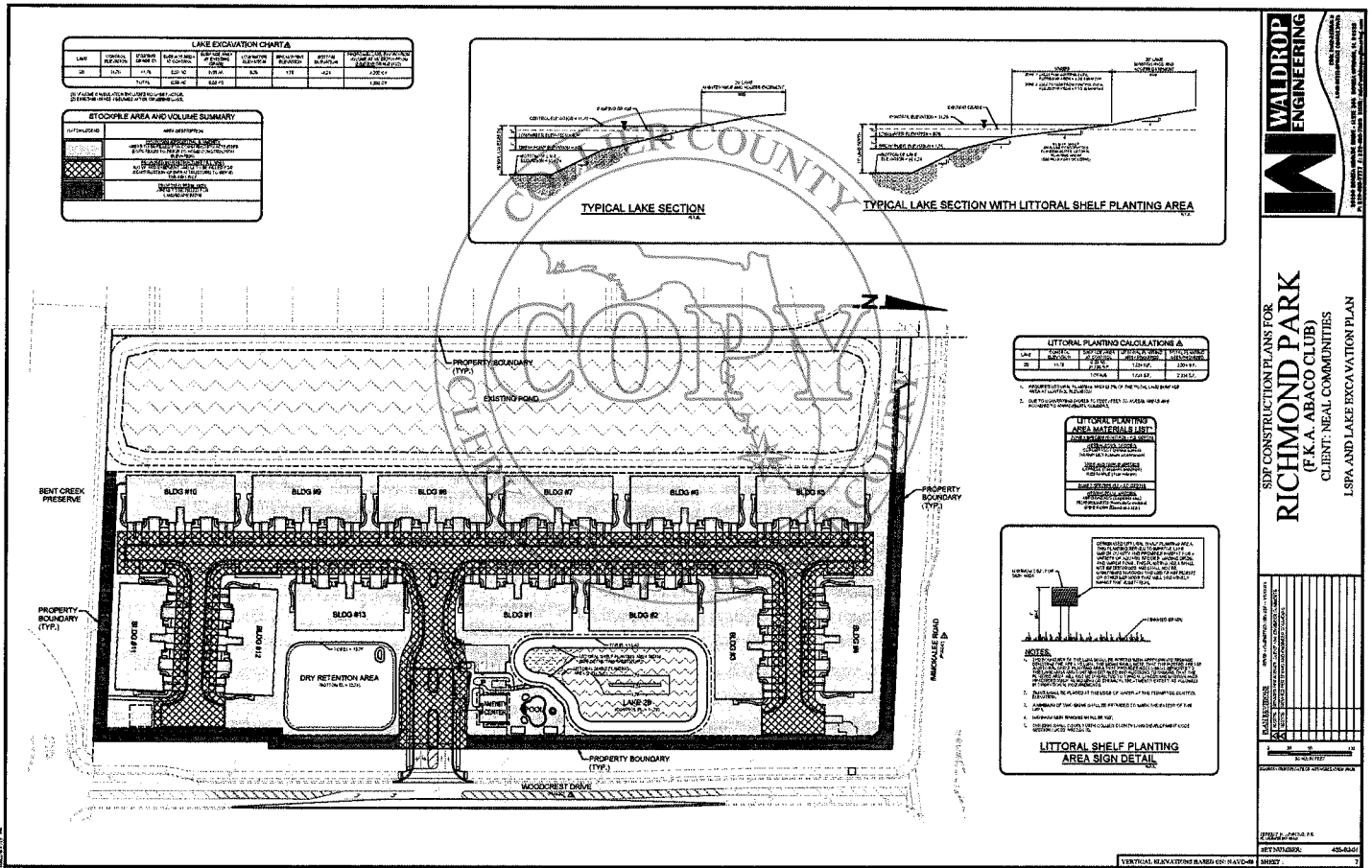
WALDROP ENGINEERING

3100 NE 10TH AVENUE, SUITE 200, PORTLAND, OREGON 97232
 TEL: 503-253-1234 FAX: 503-253-1235
 WWW.WALDROPENGINEERING.COM

SRP CONSTRUCTION PLANS FOR RICHMOND PARK (F.K.A. ABACO CLUB) CLIENT: NEAL COMMUNITIES MASTER UTILITY PLAN

DATE: 08/14/14
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES
 PROJECT NO.: 160426-14
 SHEET NO.: 434-041

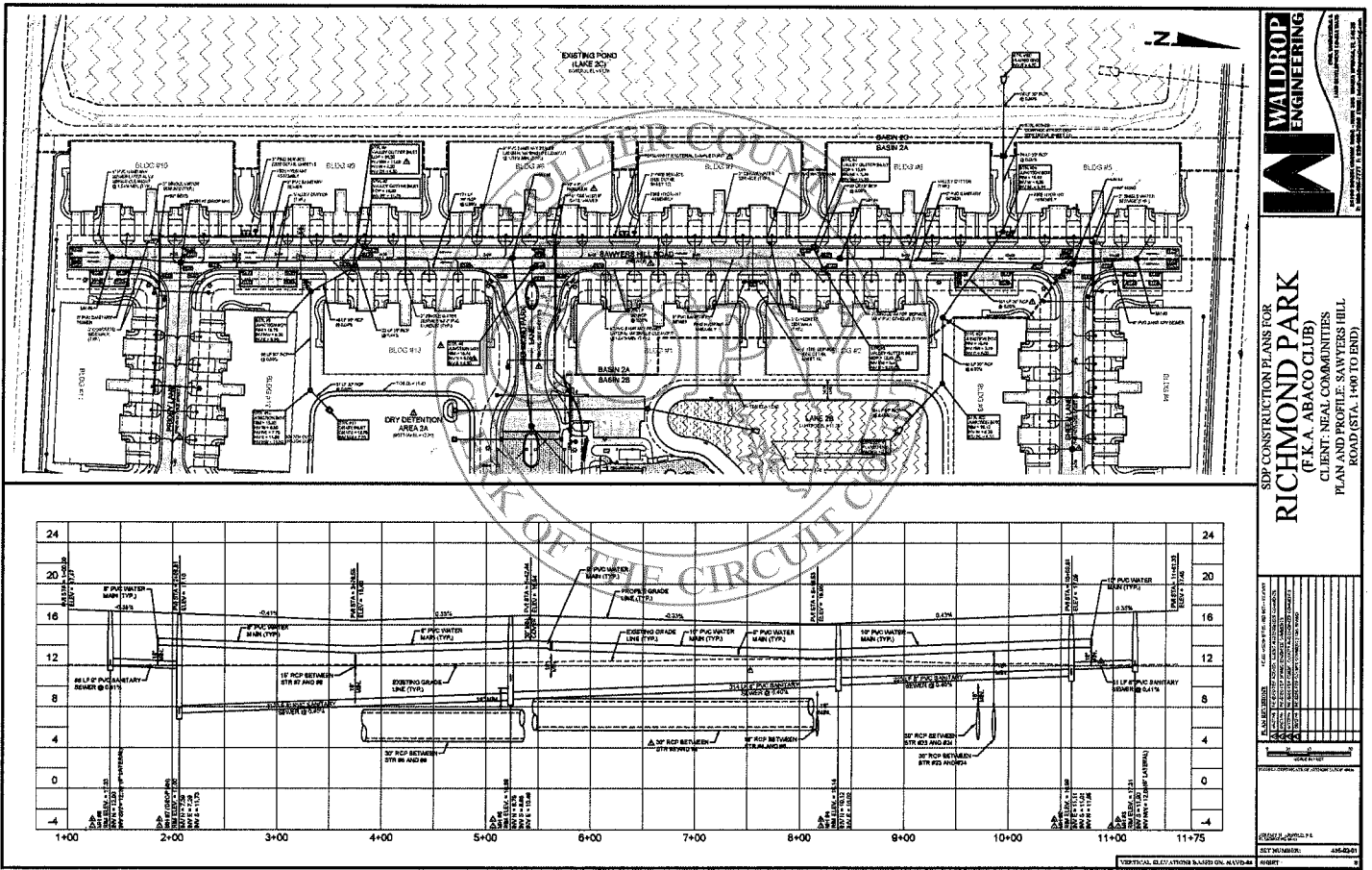




WALDROP ENGINEERING

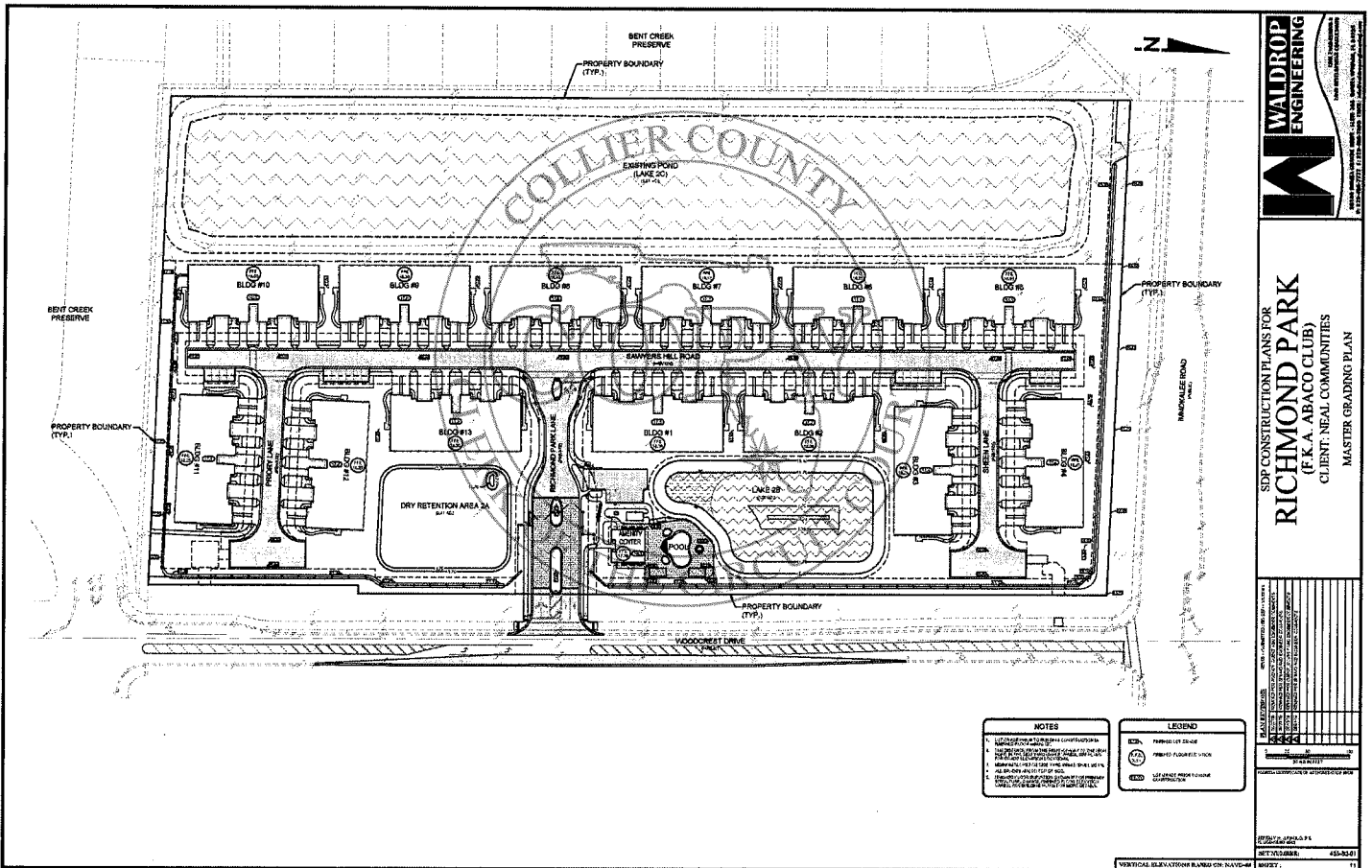
SIP CONSTRUCTION PLANS FOR
RICHMOND PARK
 (F.K.A. ABACO CLUB)
 CLIENT: NEAL COMMUNITIES
 L SPA AND LAKE EXCAVATION PLAN

DATE: 11/15/14
 SHEET: 4042-01
 TOTAL SHEETS: 7



SRP CONSTRUCTION PLANS FOR
RICHMOND PARK
 (F.K.A. ABACO CLUB)
 CLIENT: NEAL COMMUNITIES
 PLAN AND PROFILE: SAWYERS HILL
 ROAD (STA. 1+00 TO END)

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/14/14
2	ISSUED FOR PERMITS	08/14/14
3	ISSUED FOR PERMITS	08/14/14
4	ISSUED FOR PERMITS	08/14/14
5	ISSUED FOR PERMITS	08/14/14
6	ISSUED FOR PERMITS	08/14/14
7	ISSUED FOR PERMITS	08/14/14
8	ISSUED FOR PERMITS	08/14/14
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20	ISSUED FOR PERMITS	08/14/14
21	ISSUED FOR PERMITS	08/14/14
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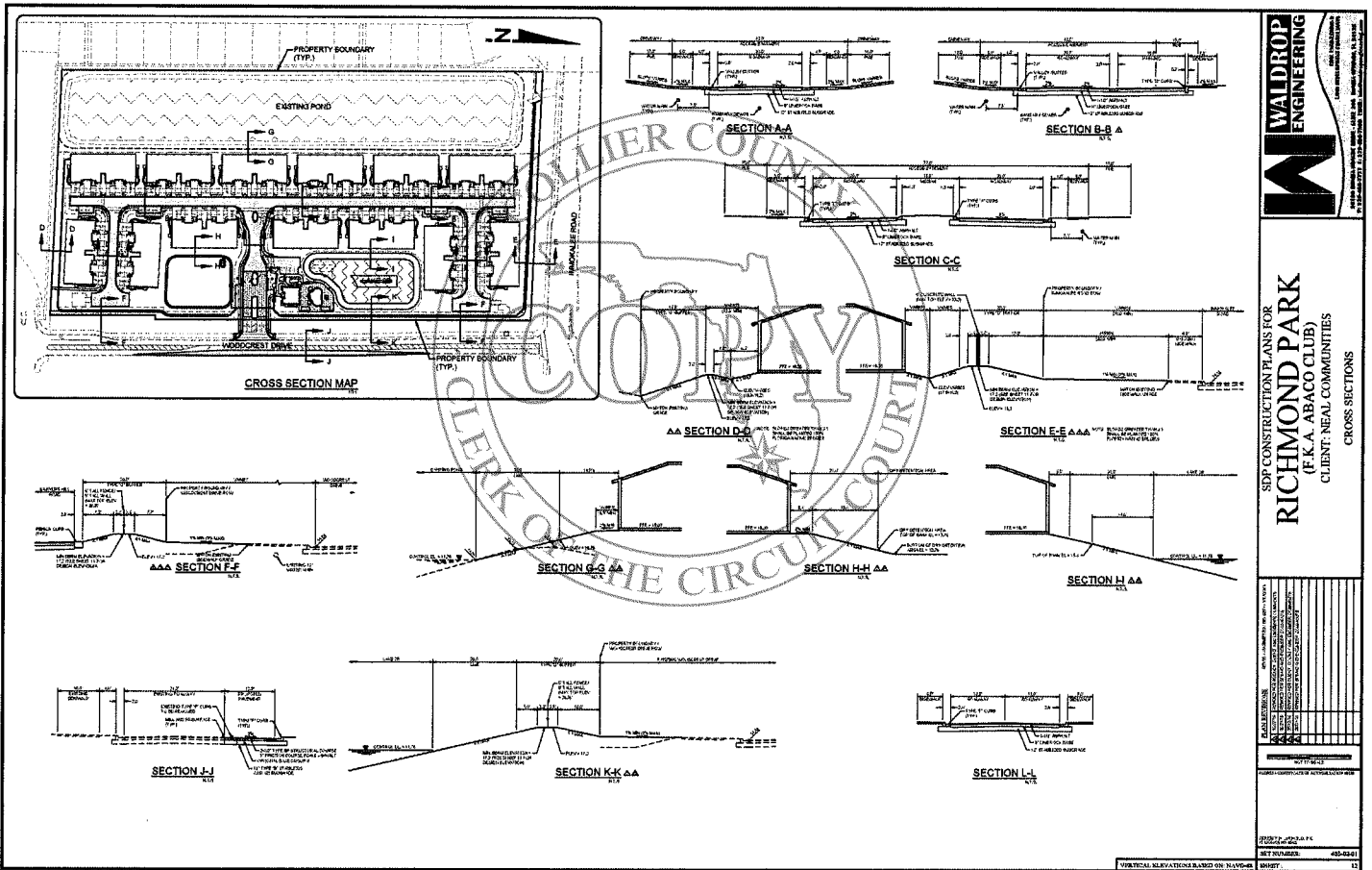


SDP CONSTRUCTION PLANS FOR
RICHMOND PARK
 (F.K.A. ABACO CLUB)
 CLIENT: NEAL COMMUNITIES
 MASTER GRADING PLAN

- NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED CONSTRUCTION.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED CONSTRUCTION.

- LEGEND**
- PROPOSED LOT CENTER
 - PROPOSED PAVED DRIVE-THRU
 - EXISTING NEAR FUTURE CONSTRUCTION

DATE: 08/14/14	SCALE: AS SHOWN
PROJECT: RICHMOND PARK	SHEET: 11 OF 15
DESIGNER: WALDROP ENGINEERING	CHECKED: [Signature]
DRAWN: [Signature]	DATE: 08/14/14
VERTICAL ELEVATION BANDS CHG. NAME: 04 8/14/14	



SRB CONSTRUCTION PLANS FOR
RICHMOND PARK
 (F.K.A. ABACO CLUB)
 CLIENT: NEAL COMMUNITIES

CROSS SECTIONS

SECTION	DATE	BY	CHKD.
SECTION A-A			
SECTION B-B			
SECTION C-C			
SECTION D-D			
SECTION E-E			
SECTION F-F			
SECTION G-G			
SECTION H-H			
SECTION I-I			
SECTION J-J			
SECTION K-K			
SECTION L-L			

VERTICAL ELEVATIONS BASED ON NAVD83 DATUM

CONTROL STRUCTURE CS-2A

CONTROL STRUCTURE CS-2B

CONTROL STRUCTURE CS-2 (EXISTING)

TYPICAL VALLEY GUTTER INLET DETAIL

JUNCTION BOX DETAIL

ADS ROOF DRAIN W TEE CLEANOUT

GRATE INLET

YARD DRAIN DETAIL

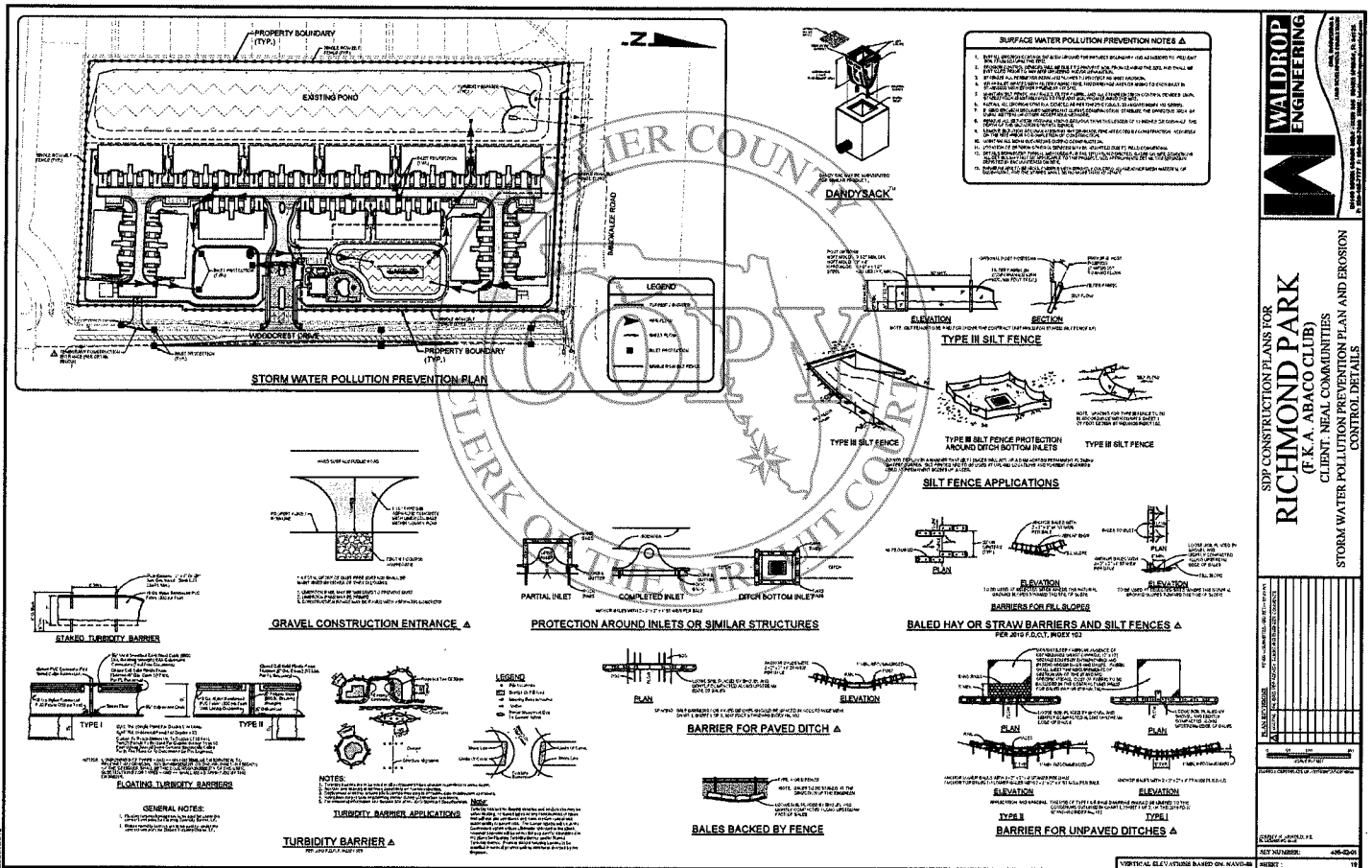
ROOF DRAINAGE DETAIL A

DRAINAGE STRUCTURE TABLE

TYPE OF STRUCTURE	REFERENCE	CASTING
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18" x 18" x 18" INLET	REF: SEE PLAN	CONCRETE
24" x 24" x 24" INLET	REF: SEE PLAN	CONCRETE
30" x 30" x 30" INLET	REF: SEE PLAN	CONCRETE
36" x 36" x 36" INLET	REF: SEE PLAN	CONCRETE
42" x 42" x 42" INLET	REF: SEE PLAN	CONCRETE
48" x 48" x 48" INLET	REF: SEE PLAN	CONCRETE
54" x 54" x 54" INLET	REF: SEE PLAN	CONCRETE
60" x 60" x 60" INLET	REF: SEE PLAN	CONCRETE
66" x 66" x 66" INLET	REF: SEE PLAN	CONCRETE
72" x 72" x 72" INLET	REF: SEE PLAN	CONCRETE
78" x 78" x 78" INLET	REF: SEE PLAN	CONCRETE
84" x 84" x 84" INLET	REF: SEE PLAN	CONCRETE
90" x 90" x 90" INLET	REF: SEE PLAN	CONCRETE
96" x 96" x 96" INLET	REF: SEE PLAN	CONCRETE
102" x 102" x 102" INLET	REF: SEE PLAN	CONCRETE
108" x 108" x 108" INLET	REF: SEE PLAN	CONCRETE
114" x 114" x 114" INLET	REF: SEE PLAN	CONCRETE
120" x 120" x 120" INLET	REF: SEE PLAN	CONCRETE
126" x 126" x 126" INLET	REF: SEE PLAN	CONCRETE
132" x 132" x 132" INLET	REF: SEE PLAN	CONCRETE
138" x 138" x 138" INLET	REF: SEE PLAN	CONCRETE
144" x 144" x 144" INLET	REF: SEE PLAN	CONCRETE
150" x 150" x 150" INLET	REF: SEE PLAN	CONCRETE
156" x 156" x 156" INLET	REF: SEE PLAN	CONCRETE
162" x 162" x 162" INLET	REF: SEE PLAN	CONCRETE
168" x 168" x 168" INLET	REF: SEE PLAN	CONCRETE
174" x 174" x 174" INLET	REF: SEE PLAN	CONCRETE
180" x 180" x 180" INLET	REF: SEE PLAN	CONCRETE
186" x 186" x 186" INLET	REF: SEE PLAN	CONCRETE
192" x 192" x 192" INLET	REF: SEE PLAN	CONCRETE
198" x 198" x 198" INLET	REF: SEE PLAN	CONCRETE
204" x 204" x 204" INLET	REF: SEE PLAN	CONCRETE
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228" x 228" x 228" INLET	REF: SEE PLAN	CONCRETE
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252" x 252" x 252" INLET	REF: SEE PLAN	CONCRETE
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732" x 732" x 732" INLET	REF: SEE PLAN	CONCRETE
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816" x 816" x 816" INLET	REF: SEE PLAN	CONCRETE
822" x 822" x 822" INLET	REF: SEE PLAN	CONCRETE
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834" x 834" x 834" INLET	REF: SEE PLAN	CONCRETE
840" x 840" x 840" INLET	REF: SEE PLAN	CONCRETE
846" x 846" x 846" INLET	REF: SEE PLAN	CONCRETE
852" x 852" x 852" INLET	REF: SEE PLAN	CONCRETE
858" x 858" x 858" INLET	REF: SEE PLAN	CONCRETE
864" x 864" x 864" INLET	REF: SEE PLAN	CONCRETE
870" x 870" x 870" INLET	REF: SEE PLAN	CONCRETE
876" x 876" x 876" INLET	REF: SEE PLAN	CONCRETE
882" x 882" x 882" INLET	REF: SEE PLAN	CONCRETE
888" x 888" x 888" INLET	REF: SEE PLAN	CONCRETE
894" x 894" x 894" INLET	REF: SEE PLAN	CONCRETE
900" x 900" x 900" INLET	REF: SEE PLAN	CONCRETE
906" x 906" x 906" INLET	REF: SEE PLAN	CONCRETE
912" x 912" x 912" INLET	REF: SEE PLAN	CONCRETE
918" x 918" x 918" INLET	REF: SEE PLAN	CONCRETE
924" x 924" x 924" INLET	REF: SEE PLAN	CONCRETE
930" x 930" x 930" INLET	REF: SEE PLAN	CONCRETE
936" x 936" x 936" INLET	REF: SEE PLAN	CONCRETE
942" x 942" x 942" INLET	REF: SEE PLAN	CONCRETE
948" x 948" x 948" INLET	REF: SEE PLAN	CONCRETE
954" x 954" x 954" INLET	REF: SEE PLAN	CONCRETE
960" x 960" x 960" INLET	REF: SEE PLAN	CONCRETE
966" x 966" x 966" INLET	REF: SEE PLAN	CONCRETE
972" x 972" x 972" INLET	REF: SEE PLAN	CONCRETE
978" x 978" x 978" INLET	REF: SEE PLAN	CONCRETE
984" x 984" x 984" INLET	REF: SEE PLAN	CONCRETE
990" x 990" x 990" INLET	REF: SEE PLAN	CONCRETE
996" x 996" x 996" INLET	REF: SEE PLAN	CONCRETE
1002" x 1002" x 1002" INLET	REF: SEE PLAN	CONCRETE

MINIMUM DIMENSIONS FOR DRAINAGE STRUCTURES

PIPE SIZE	MINIMUM STRUCTURE WIDTH
12"	24 1/2"
18"	30 1/2"
24"	36 1/2"
30"	42 1/2"
36"	48 1/2"
42"	54 1/2"
48"	60 1/2"
54"	66 1/2"
60"	72 1/2"
66"	78 1/2"
72"	84 1/2"
78"	90 1/2"
84"	96 1/2"
90"	102 1/2"
96"	108 1/2"
102"	114 1/2"
108"	120 1/2"
114"	126 1/2"
120"	132 1/2"
126"	138 1/2"
132"	144 1/2"
138"	150 1/2"
144"	156 1/2"
150"	162 1/2"
156"	168 1/2"
162"	174 1/2"
168"	180 1/2"
174"	186 1/2"
180"	192 1/2"
186"	198 1/2"
192"	204 1/2"
198"	210 1/2"
204"	216 1/2"
210"	222 1/2"
216"	228 1/2"
222"	234 1/2"
228"	240 1/2"
234"	246 1/2"
240"	252 1/2"
246"	258 1/2"
252"	264 1/2"
258"	270 1/2"
264"	276 1/2"
270"	282 1/2"
276"	288 1/2"
282"	294 1/2"
288"	300 1/2"
294"	306 1/2"
300"	312 1/2"
306"	318 1/2"
312"	324 1/2"
318"	330 1/2"
324"	336 1/2"
330"	342 1/2"
336"	348 1/2"
342"	354 1/2"
348"	360 1/2"
354"	366 1/2"
360"	372 1/2"
366"	378 1/2"
372"	384 1/2"
378"	390 1/2"
384"	396 1/2"
390"	402 1/2"
396"	408 1/2"
402"	414 1/2"
408"	420 1/2"
414"	426 1/2"
420"	432 1/2"
426"	438 1/2"
432"	444 1/2"
438"	450 1/2"
444"	456 1/2"
450"	462 1/2"
456"	468 1/2"
462"	474 1/2"
468"	480 1/2"
474"	486 1/2"
480"	492 1/2"
486"	498 1/2"
492"	504 1/2"
498"	510 1/2"
504"	516 1/2"
510"	522 1/2"
516"	528 1/2"
522"	534 1/2"
528"	540 1/2"
534"	546 1/2"
540"	552 1/2"
546"	558 1/2"
552"	564 1/2"
558"	570 1/2"
564"	576 1/2"
570"	582 1/2"
576"	588 1/2"
582"	594 1/2"
588"	600 1/2"
594"	606 1/2"
600"	612 1/2"
606"	618 1/2"
612"	624 1/2"
618"	630 1/2"
624"	636 1/2"
630"	642 1/2"
636"	648 1/2"
642"	654 1/2"
648"	660 1/2"
654"	666 1/2"
660"	672 1/2"
666"	678 1/2"
672"	684 1/2"
678"	690 1/2"
684"	696 1/2"
690"	702 1/2"
696"	708 1/2"
702"	714 1/2"
708"	720 1/2"
714"	726 1/2"
720"	732 1/2"
726"	738 1/2"
732"	744 1/2"
738"	750 1/2"
744"	756 1/2"
750"	762 1/2"
756"	768 1/2"
762"	774



WALDROP ENGINEERING

SRP CONSTRUCTION PLANS FOR
RICHMOND PARK
 (F.K.A. ABACO CLUB)
 CLIENT: NEAL COMMUNITIES

STORM WATER POLLUTION PREVENTION PLAN AND EROSION CONTROL DETAILS

DATE: 08/14/14
 SHEET NO: 15
 TOTAL SHEETS: 18

Stormwater Pollution Prevention Plan

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Operator and/or Responsible Authority)

Date

Project Name and location information:	Richmond Park Intersection of Immokalee Road and Woodcrest Drive Naples, FL 34120
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A site map must be developed and must contain, at a minimum, the following information:

1. Drainage patterns,
2. Approximate slopes after major grading activities,
3. Areas of soil disturbance,
4. Outline all areas that are not to be disturbed,
5. Location of all major structural and non-structural controls,
6. The location of expected stabilization practices,
7. Wetlands and surface waters, and
8. Locations where stormwater may discharge to a surface water or MS4.

Site Description

<p>Describe the nature of the construction activity:</p>	<p>Construction of 13 multi-family buildings, one amenity center and the supporting infrastructure.</p>
<p>Describe the intended sequence of major soil disturbing activities:</p>	<ul style="list-style-type: none"> • Site preparation and stabilized construction entrance. • Install sediment and erosion control around wetlands/ROW/project boundary and as needed to prevent soil from leaving the site. • Install storm water retention basin and stockpile excavated material • Clear, grub, and grade all areas not designated buffers or conservation easements. • Install water distribution and wastewater collection systems. • Install storm sewer system. • Construct roadways and sidewalks. • Install concrete slabs. • Frame structures. • Finish building; • Clean out sediment accumulated in retention basin • Final grade and install permanent grasses and planting. All disturbed areas to be reseeded or sodded • Remove erosion control when stabilization has been established to prevent soil from leaving the site. <p>To be completed by Contractors/ Subcontractor(s); 1,2,3</p>
<p>Total area of the site:</p>	<p>15.89 Acres</p>
<p>Total area of the site to be disturbed:</p>	<p>10.60 Acres</p>
<p>Existing data describing the soil or quality of any stormwater discharge from the site:</p>	<p>Existing soil type is silty sand with a seasonal high water table varying from 0 to 1 feet below existing grade. Existing grade is naturally flat.</p>
	<p>1. Basin 2- 25.08 acres</p>

Estimate the drainage area size for each discharge point:	
Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	1. LAT: N 26° 16' 21.36" LON: W 81° 40' 29.56" Discharges into Cocohatchee Canal through an existing control structure (OSC-2 of Permit #11-01373-P)

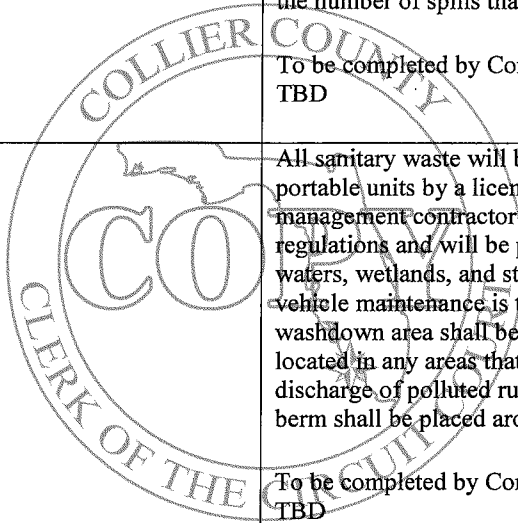
<p>Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the <u>Florida Development Manual: A Guide to Sound Land and Water Management</u> (DEP, 1988) and any subsequent amendments.</p>
<ul style="list-style-type: none"> • Prior to any soil disruption, a silt fence (trenched 4 inches deep and backfilled on the uphill side) shall be placed around the project boundary. A double row of silt fence with field fencing shall be placed around wetland areas and buffers. • During the clearing, grubbing, and site grading stages, areas that will not be worked for more than seven days, shall be seeded and mulched immediately. On all exposed slopes that are greater than or equal to 5%, an erosion blanket shall be used until these areas achieve final stabilization. A rock construction entrance composed of 6 inches of FDOT No. 1 Coarse Aggregate and have a length of at least 50 feet, shall be constructed to minimize sediment tracking both on and off the site. There will be only one construction entrance at this site. • Following the clearing, grubbing, and site grading stages, once all proposed inlets have been installed, such inlets shall be protected and maintained as specified in the plan set. All drop inlets shall be protected by either a fabric inlet filter or a prefabricated filter bag. All proposed curb inlets shall be protected by gravel filled sand bags or filter sock. • All BMPs shall be installed and maintained as specified on the "typical" sheet. <p>To be completed by Contractor(s)/ Subcontractor(s); TBD</p>
<p>Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.</p>
<ul style="list-style-type: none"> • Temporary seeding shall take place in any disturbed areas that are inactive more than 7 days. Prior to seeding, 1 fertilizer shall be applied to each acre to be stabilized as specified by the manufacturer. Rye (grain) seed shall be used as the temporary seed and applied at a rate of 120 pounds per acre. After seeding, each area shall be mulched with 4,000 pounds of straw per acre. The straw mulch is to be tacked into place by a disk with blades set nearly straight. Areas of the site which are to be paved will be temporarily stabilized with primed limerock base. • Sod shall be used to stabilize the sides of the retention basin. • Filter fabric shall be placed under the rock entrance/exit, swale outfalls and the retention pond outfall.

<p>To be completed by Contractors/ Subcontractor(s); TBD</p>
<p>Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.</p>
<ul style="list-style-type: none"> • A silt fence (installed as indicated under the BMPs heading) shall be installed around the entire perimeter. A double row of silt fence reinforced with field fence (installed as indicated under the BMPs heading) shall be placed around the vegetative buffers and wetlands. • All lakes shown in the site plan are to be dug and used as temporary sediment basin (prior to being connected to a discharge structure) if needed. • Inlets/outlets shall be protected as described in the BMPs heading. • Rock outlet protection lined with filter fabric shall be installed at all outfall points. <p>To be completed by Contractors/ Subcontractor(s); TBD</p>
<p>Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.</p>
<ul style="list-style-type: none"> • Not applicable, the retention basin (prior to being connected to a discharge structure) may be used as temporary sediment basin if needed. <p>To be completed by Contractors/ Subcontractor(s); TBD</p>
<p>Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.</p>
<ul style="list-style-type: none"> • A stormwater retention basin shall be constructed per ERP permit No. XX-XXXX-X • A dry detention system shall be constructed per ERP permit No. XX-XXXX-X <p>To be completed by Contractors/ Subcontractor(s); TBD</p>

Describe in detail controls for the following potential pollutants

<p>Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:</p>	<p>All waste materials will be collected and stored. Removal will be by a licensed solid waste management company in Lee County. The dumpsters will meet all state and local solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpsters. The dumpster will be emptied a minimum of once a week or more often if necessary, and the trash will be hauled to the licensed solid waste disposal facility. No construction waste materials will be buried onsite. The dumpster will be location as shown in the plan. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the office trailer and Project Superintendent will be responsible for seeing that these procedures are followed. In addition, Material Safety Data Sheets will be on site for all items used.</p> <p>All hazardous waste materials will be disposed of in the manner specified by local or State regulations or by the manufacturer. Site personnel will be instructed in these practices and the Project Superintendent will be responsible for seeing that these practices are followed.</p> <p>All sanitary waste will be collected from the portable units by a licensed sanitary waste management contractor in accordance with local regulation.</p> <p>To be completed by Contractors/ Subcontractor(s); TBD</p>
<p>Offsite vehicle tracking from construction entrances/exits:</p>	<p>A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as needed, at a minimum weekly, to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.</p> <p>To be completed by Contractors/ Subcontractor(s); TBD</p>

<p>The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:</p>	<p>Florida-friendly fertilizers and pesticides will be used at a minimum in accordance with the manufacturer's suggested application rates. The fertilizers and pesticides will be stored in a covered shed, as indicated in the plan set.</p> <p>To be completed by Contractors/ Subcontractor(s); TBD</p>
<p>The storage, application, generation and migration of all toxic substances:</p>	<p>A double walled fuel tank will be placed on a drip plan to contain and prevent any drips or leaks from being discharged in stormwater runoff. All paints and other chemicals will be stored in a locked covered shed, as show indicated in the plan. A spill prevention plan is also in place to minimize the number of spills that may occur.</p> <p>To be completed by Contractors/ Subcontractor(s); TBD</p>
<p>Other:</p>	<p>All sanitary waste will be collected from the portable units by a licensed sanitary waste management contractor in accordance with local regulations and will be placed away from surface waters, wetlands, and stormwater systems. No vehicle maintenance is to occur on-site. A washdown area shall be designated and will not be located in any areas that will allow for the discharge of polluted runoff. A small vegetated berm shall be placed around the washdown area.</p> <p>To be completed by Contractors/ Subcontractor(s); TBD</p>



Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.

- All control measures will be inspected at least once each week and following any storm event of 0.50 inches or greater.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- The perimeter berm will be inspected and any breaches promptly repaired.
- Temporary and permanent grassing and planting will be inspected for bare spots, washouts, and healthy growth.
- Bare areas of the site that have been previously seeded will be reseeded as per the manufacturers' instructions.
- Maintenance shall be performed on the construction entrance when any void spaces become full of sediment.

To be completed by Contractors/ Subcontractor(s); TBD

Inspections: Describe the inspection and inspection documentation procedures, as required by Part V.D.4. of the permit. Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater (see attached form).

- The Project Superintendent will select qualified personnel who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.
- Personnel selected for inspection and maintenance responsibilities will receive training from the Project Superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.
- Where sites have been stabilized, these inspections shall be conducted at least once every month until the Notice of Termination is filled.

To be completed by Contractors/ Subcontractor(s); TBD

Identify and describe all sources of non-stormwater discharges as allowed in Part IV.A.3. of the permit. Flows from fire fighting activities do not have to be listed or described.

It is expected that the following non-storm water discharges will occur from the site during the construction period:

- Water from waterline flushing
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation if necessary).

All non-storm water discharges will be directed to the detention lakes prior to discharge. Turbid water from the stormwater pond shall not be pumped directly into receiving waters. Any pumped water shall be treated to prevent the discharge of polluted stormwater. Treatment can include but is not limited to settling ponds, silt fences, and the proper use of flocculating agents.

To be completed by Contractors/ Subcontractor(s): TBD

This SWPPP must clearly identify, for each measure identified within the SWPPP, the contractor(s) or subcontractor(s) that will implement each measure. All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:

“I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder.”

Name	Title	Company Name, Address and Phone Number	Date
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD

URBAN STORMWATER MANAGEMENT PROGRAM

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for Richmond Park in Naples, Florida. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Richmond Park and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; (5) construction activities. A discussion of each of these activities is given in the following sections.

2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent water bodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

2.1 General Requirements

Commercial applicators of chemical lawn products must register with the property owners annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and individual lot owners are permitted to apply chemicals within the property on a private lot. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers within Richmond Park will adhere to the following guidelines:

- A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
- B. No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.
- C. Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.
- D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
- E. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
- F. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

2.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

- A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
- B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.
- C. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- B. Must have the minimum potential for leaching into groundwater or loss from runoff
- C. Products must be EPA-approved
- D. The half-life of products used shall not exceed seventy (70) days

3.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual homeowner. Local requirements for refuse collection will be brought to the attention of every homeowner at closing for the sale of the property. Information will be distributed as necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All homeowners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

4.0 Stormwater Management and Treatment System

The stormwater management system for Richmond Park is designed to maximize the attenuation of stormwater generated pollutants prior to discharge to the off-site systems. Operational details and maintenance requirements of the various system components are given in the following sections.

4.1 Wet Detention Lakes and Lake Interconnect Pipes

The basic element of the stormwater management system consists of a series of interconnected wet detention ponds that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

- A. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.
- B. Review the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
- C. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.

- D. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected by the Homeowners Association.

4.2 Stormwater Inlets, Pipes and Culverts

The grates should be unobstructed and the bottom, inside the inlet, should be clean. Check for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

4.3 Swales and Grassed Water Storage Areas

These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be regraded and/or revegetated. It is a good idea to compare the existing slope and dimensions of the swale with the permitted design plans prior to the removal of excess sediment or regrading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with a high-pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

5.4 Ditches or Canals

Fill material, yard waste, clippings and vegetation, sediment, trash, appliances, garbage bags, shopping carts, tires, cars, etc. should be completely removed. Also check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the same depth, width and side slope as approved in the current permit. Making a ditch deeper or wider may trigger a need for a permit modification. Provisions must also be made to prevent any downstream silting or turbidity (*Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.*) Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another owner's property.

5.5 Outfall Structure (also called the Discharged Control Structure or Weir)

The outfall structure should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a "baffle" or trash collector to prevent flow blockage and

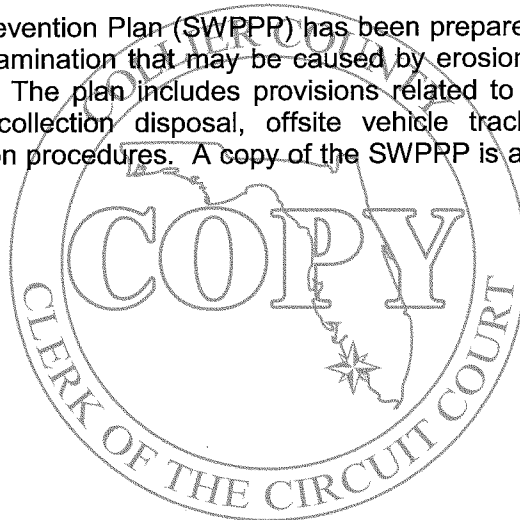
also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

5.6 Earthen Embankments (Dikes and Berms)

Check for proper elevations, width and stabilization. Worn down berms - especially if used by all-terrain vehicles or equestrian traffic – and rainfall – created washouts should be immediately repaired, compacted and re-vegetated.

5.0 Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.



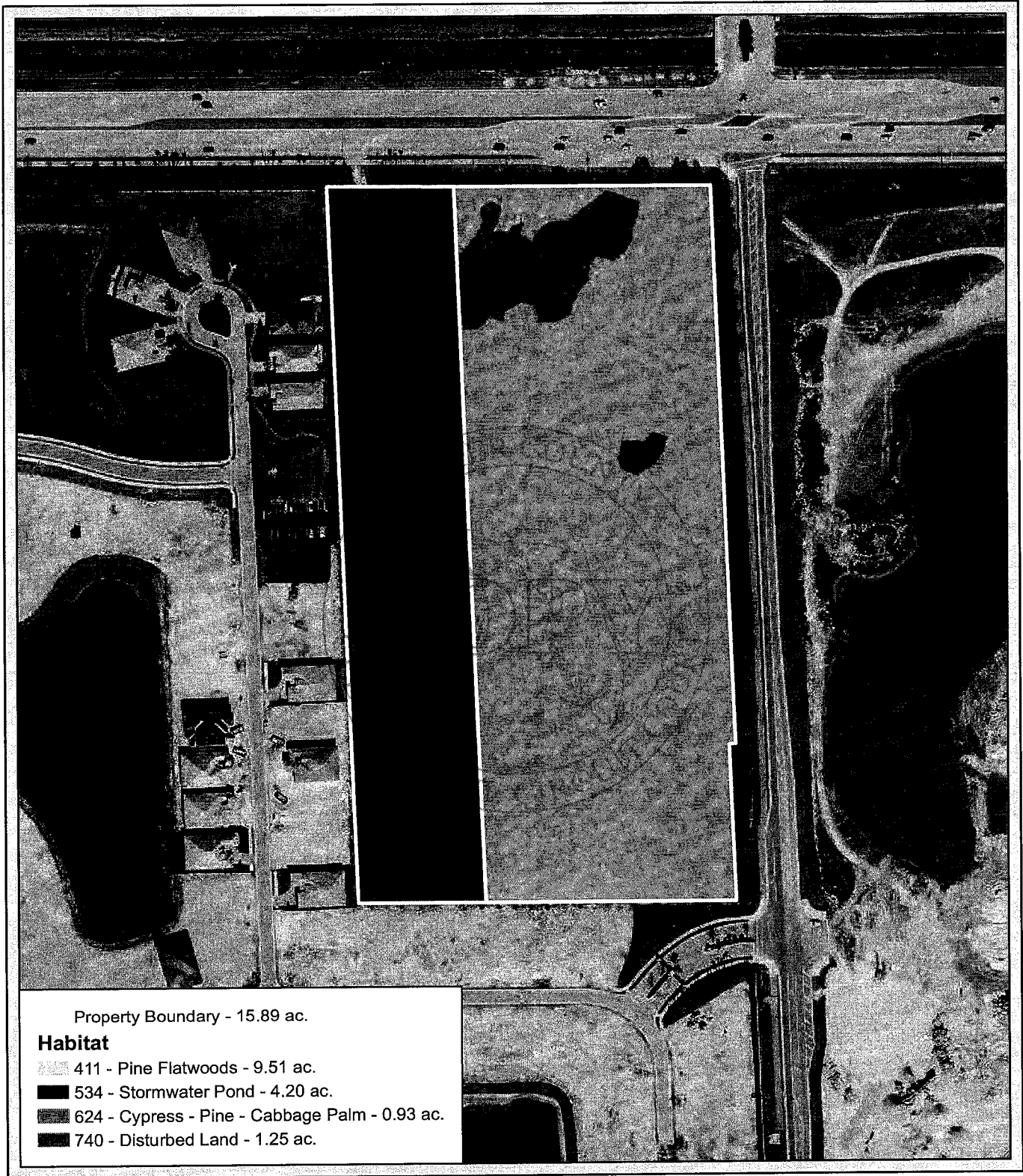


Image Source: FDOT 2015
Date: 6-7-16

0 100 200 Feet



Habitat Map
Richmond Club
Collier County, Florida



WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
217 Galicia Ave | St. Augustine, FL 32086

Exhibit 3.0
Application No. 160426-14
1 of 2

Best Available Image

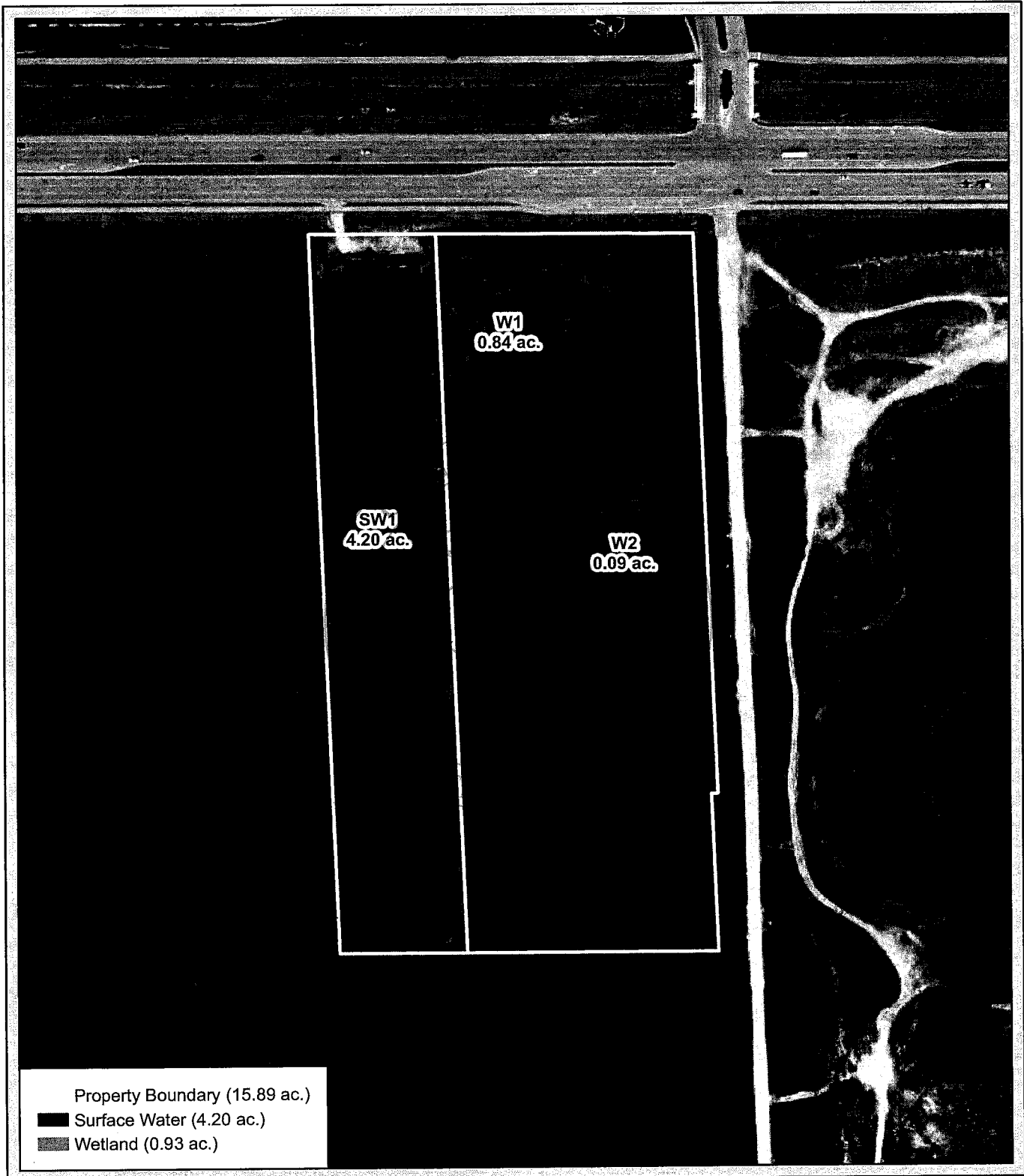


Image Source: ESRIWorld Imagery 2013
Date: 6-4-16

0 100 200 Feet



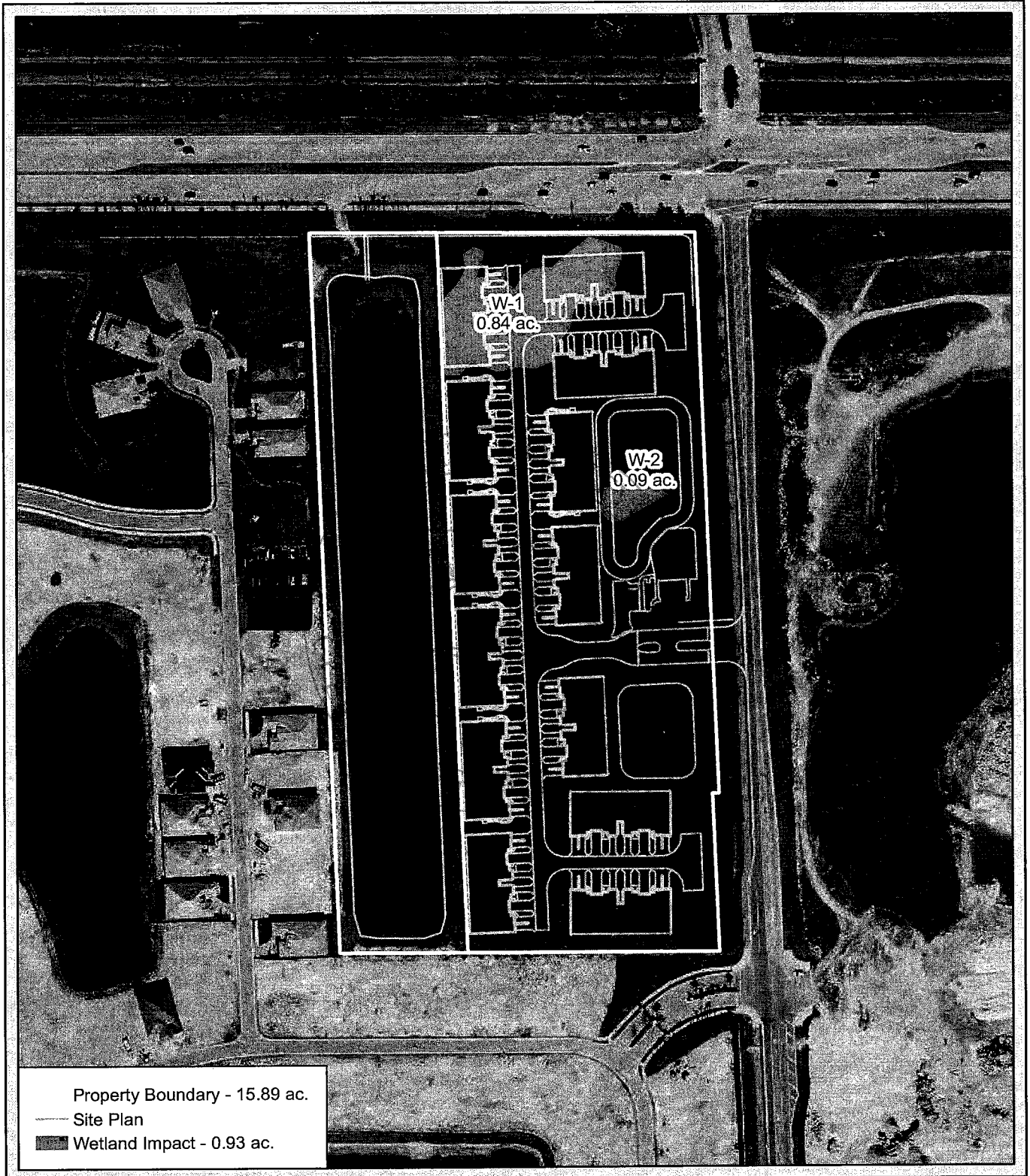
Wetland and Surface Waters Map Richmond Park Collier County, Florida



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Exhibit 3.0
Application No. 160426-14
2 of 2

Best Available Image



Property Boundary - 15.89 ac.
Site Plan
Wetland Impact - 0.93 ac.

Image Source: FDOT 2015
Date: 6-7-16

0 100 200 Feet



Site Plan
Richmond Club
Collier County, Florida



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Exhibit 3.1
Application No. 160426-14
1 of 1

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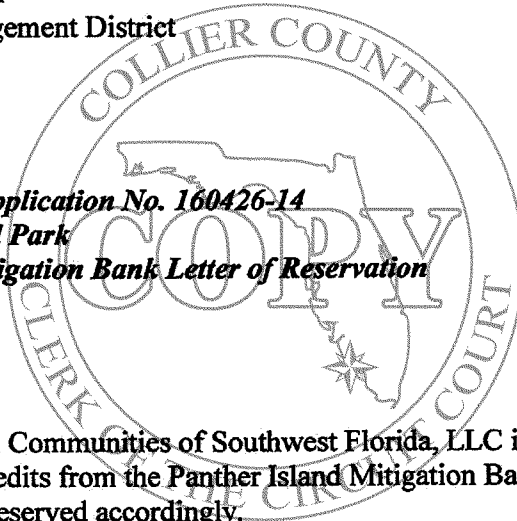


10097 Cleary Boulevard, Suite 303
Plantation, Florida 33324
Telephone 954.642.2427 888.301.1707
Fax 866.433.4057

August 1, 2016

Ms. Laura Layman
Section Leader - Regulation
South Florida Water Management District
2301 McGregor Boulevard
Fort Myers, FL 33901

Re: SFWMD Permit Application No. 160426-14
Project: Richmond Park
Panther Island Mitigation Bank Letter of Reservation



Dear Ms. Layman:

This is to confirm that Neal Communities of Southwest Florida, LLC is purchasing 0.36 freshwater forested mitigation bank credits from the Panther Island Mitigation Bank for the above referenced project. These credits are reserved accordingly.

Please do not hesitate to call if you have any questions or need further information.

Sincerely,

Desmond Duke

cc: Karyn Allman, SFWMD
Stephen Collins, Panther Island Mitigation Bank
James Schier, Neal Communities of Southwest Florida, LLC
Jody Sisk, Atlantic Ecological Services

South Florida Water Management District
Work Schedule Requirements

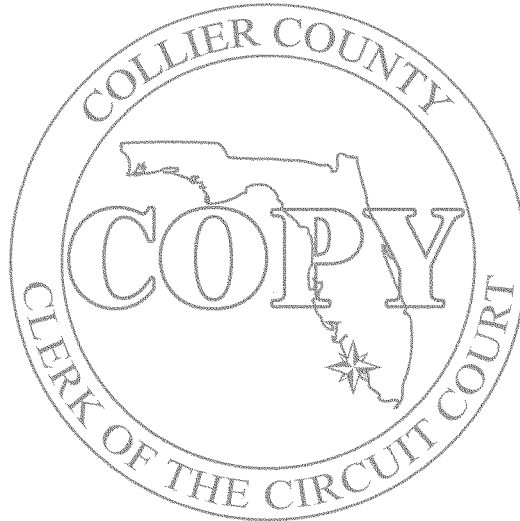
Application No : 160426-14

Page 1 of 1

Mitigation Plan ID: RICHMOND PARK

Activity	Due Date
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SUBMIT MITIGATION BANK DOCUMENTATION	31-OCT-16
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BIG CYPRESS FOX SQUIRREL HABITAT MANAGEMENT PLAN

Richmond Park, Collier County

This habitat management plan has been prepared for the purpose of addressing the conservation of potential Big Cypress fox squirrel (*Sciurus niger avicennia*) habitat on the Richmond Creek project (ERP Application # 160426-14). The project is located within Section 26, Township 48 South, Range 26 East in Collier County, Florida. The property is specifically located at the southwest intersection of Immokalee Road and Woodcrest Drive in Naples, Florida. This habitat management plan has been prepared to comply with South Florida Water Management District (SFWMD) permitting requirements. The Big Cypress fox squirrel is listed as threatened by the Florida Fish and Wildlife Conservation Commission (FWC).

The Big Cypress fox squirrel lives and breeds in varied habitats in southwest Florida including cypress swamps, pine flatwoods, tropical hardwood forests, live oak hammocks, mangrove forests, and suburban habitats, including golf courses, city parks, and residential areas in native vegetation (Humphrey 1992). Dense cypress/hardwood swamps are avoided. This may be due to the competition for food and habitat with gray squirrel (*Sciurus carolinensis*). Little data is available on the preferred forage habitat of the Big Cypress fox squirrel. Big Cypress fox squirrels apparently prefer to feed on the male and female cones of slash pine (*Pinus elliottii*). A smaller percent 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 (*Sabal palmetto*), and large clumps of bromeliads (*Tillandsia* sp.). Cabbage palms and bromeliads are especially important because they can provide immediate shelter, which allows the squirrel to range 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 occur 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 (Humphrey 1992).

A 100% survey for Big Cypress fox squirrels was conducted on the site. No Big Cypress fox squirrels were observed, nor were any nests, or other signs of occurrence identified on the site. Although the site is considered relict pine flatwoods (which is considered habitat for the species), the habitat is heavily overgrown with invasive species such as melaleuca and Brazilian pepper. Those habitats are not considered conducive to the inhabitation of Big Cypress fox squirrels. Prior to construction of the site, a 100% Big Cypress fox squirrel survey will be completed by a qualified ecologist. If a nest is identified during this survey then a 5 day survey of the nest for activity will be completed. And if the nest is considered active then a 125' buffer zone will be placed around the active nest until the juveniles leave the nest.

STAFF REPORT DISTRIBUTION LIST

RICHMOND PARK

Application No: 160426-14

Permit No: 11-03808-P

INTERNAL DISTRIBUTION

- X Karyn Allman
- X Pakorn Sutitarnnontr, P.E.
- X Laura Layman
- X Brian Rose, P.E.
- X A. Waterhouse, P.E.

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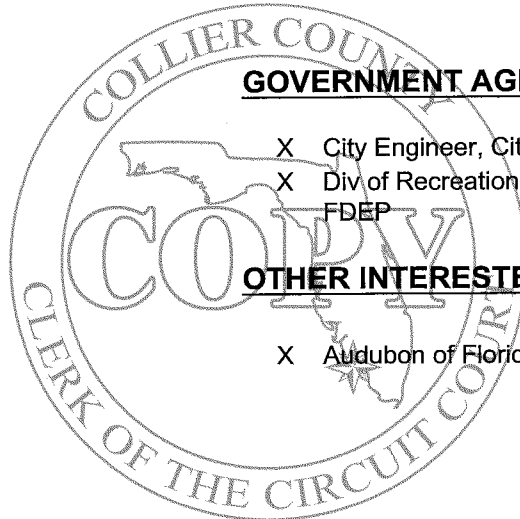
- X Permittee - Neal Communities Of Southwest Florida L L C
- X Engr Consultant - Waldrop Engineering
- X Env Consultant - Atlantic Ecological Services L L C
- X Other Interested Party - Collier County

GOVERNMENT AGENCIES

- X City Engineer, City of Naples
- X Div of Recreation and Park - District 4 - Chris Becker, FDEP

OTHER INTERESTED PARTIES

- X Audubon of Florida - Charles Lee



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