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**This Instrument Prepared by:**

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
HERITAGE BAY**

THIS DECLARATION is made and executed this 6<sup>th</sup> day of JANUARY, ~~2005~~ <sup>2006</sup>,  
by BAYVEST, L.L.C., a Florida limited liability company (hereinafter referred to as "Bayvest");  
and CENTEX HOMES, a Nevada general partnership (hereinafter referred to as "Centex").  
Bayvest and Centex and their respective successors and assigns are collectively referred to herein  
as "Declarant" or "Declarants".

**PRELIMINARY STATEMENT**

WHEREAS, Heritage Bay is a Development of Regional Impact ("DRI") on certain lands  
in Collier County, Florida, owned by Bayvest and Centex, which lands are described in Exhibit  
"A" attached hereto and incorporated herein by this reference (the "Property" and sometimes  
referred to herein as "Heritage Bay"); and

WHEREAS, the portions of the Property owned by Bayvest are described in Exhibit "B"  
attached hereto and incorporated herein by this reference (the "Bayvest Property"); and

WHEREAS, the portions of the Property owned by Centex are described in Exhibit "C"  
attached hereto and incorporated herein by this reference (the "Centex Property"); and

WHEREAS, Bayvest plans to develop a residential community on a portion of the  
Bayvest Property and a commercial community on other portions of the Bayvest Property; and

HERITAGE BAY -- DECLARATION

WHEREAS, Centex plans to develop a residential community on the Centex Property;  
and

WHEREAS, the Bayvest Property and the Centex Property are contiguous, will share in the maintenance of certain property and improvements intended to benefit both the Bayvest Property and the Centex Property; and

WHEREAS, the Association (as hereinafter defined) will be assigned the Army Corps of Engineers Permit ("ACOE Permit") and the South Florida Water Management District Permit ("SFWMD Permit") for the Recreational Lakes (as hereinafter defined), and other permits as Centex and Bayvest deem appropriate; and

WHEREAS, Declarant wishes to impose certain common covenants, conditions and restrictions on the Property; create certain easement rights; and reserve the right to amend this Declaration from time to time as may be appropriate; and

WHEREAS, Declarant specifically wishes to provide for maintenance of certain portions of a common pass through surface water management system; maintenance described herein of the road surface of the spine road; all with respect to and as more particularly described in Exhibit "D" attached hereto and incorporated herein by this reference (the "Common Property"); and to create certain ingress, egress, drainage, utility and other easements through and over the Common Property and to certain portions of the Bayvest Property and the Centex Property to the extent herein provided, to which end Declarant desires to subject the Property to the protective covenants, conditions, easements, restrictions and other provisions of this Declaration, each and all of which are for the common benefit of the Property and all owners thereof; and

WHEREAS, to provide a means for meeting the purpose and intents as set forth herein, Declarant has incorporated the Heritage Bay Umbrella Association, Inc., a Florida corporation not for profit ("Association"), under the laws of the State of Florida.

NOW, THEREFORE, Declarant declares that the Property shall be owned, used and conveyed, subject to the covenants, conditions, easements, restrictions, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Property and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, successors and assigns.

1. **DEFINITIONS**

1.1 **Assessment** - shall mean assessments for which all Members are obligated to the Association and includes "Regular Assessments" and "Special Assessments" (as such terms are defined in Article V hereof) and any and all other assessments which are levied by the Association in accordance with the Heritage Bay Documents.

1.2 **Association** - shall mean and refer to the Heritage Bay Umbrella Association, Inc., a Florida non-profit corporation.

HERITAGE BAY -- DECLARATION

1.3 Bayvest Property – shall mean and refer to the real property described in Exhibit “B” attached hereto and incorporated herein by reference. The residential portion of the Bayvest Property is further described in Exhibit “B-1” attached hereto and incorporated herein by reference and the commercial portion of the Bayvest Property is described in Exhibit “B-2” attached hereto and incorporated herein by reference.

1.4 Centex Property – shall mean and refer to the real property described in Exhibit “C” attached hereto and incorporated herein by reference.

1.5 Common Expenses - shall mean and include the actual and estimated expenses incurred by the Association for maintenance, operation and other services required or authorized to be performed by the Association which is attributable to the Common Property, including any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association. Common Expenses shall specifically include, but not be limited to, costs and expenses of maintenance, repair and operation of any portions of the Surface Water Management System if the same is to be maintained by the Association.

1.6 Common Property – shall mean and refer to those parts of Heritage Bay more particularly described in Exhibit “D” attached hereto and incorporated herein by this reference. It is contemplated that the interest granted to the Association over the Common Property shall be an easement interest only, which easement shall be sufficient to fulfill the Associations responsibilities under this Declaration.

1.7 Community – shall mean and refer to the collective residences on each of the Centex Property or Bayvest Property (each is herein referred to as a “Community”). Such residences may be any style or form, including, without limitation, single-family detached conventional, patio and zero lot line, single family attached and townhouse, garden apartment/condominium, villa, or mid-rise apartment or condominium developments. The collective commercial buildings and structures on the commercial portion of the Bayvest Property shall also be deemed a Community.

1.8 Community Association – shall mean and refer to any property owner’s association, homeowner’s association, or other such entity, its successors and assigns, for a Community. A Community or each Community may be subdivided into parcels which may be developed as single-family detached conventional, patio and zero lot line, single family attached and townhouse, garden apartment/condominium, villa, or mid-rise apartment or condominium developments and each parcel may have a separate sub-association to provide for the maintenance applicable to such parcel. Centex has created its Community which is known as “The Quarry” and the Community Association therefore is known as “The Quarry Community Association, Inc.” It is contemplated that the Community created upon the residential portion of the Bayvest Property shall be known as Heritage Bay Golf & Country Club and the Community Association therefore shall be known as The Heritage Bay Golf & Country Club, Inc. It is contemplated that the commercial Community created upon the commercial portion of the Bayvest Property shall be know as Heritage Bay Commons and the Community Association therefore shall be known as the Heritage Bay Commons Association, Inc.

HERITAGE BAY -- DECLARATION

1.9 Declarant – shall mean and refer to BAYVEST, L.L.C., a Florida limited liability company, and CENTEX HOMES, a Nevada general partnership.

1.10 Declaration – shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay, as it may be amended from time to time.

1.11 Dwelling Unit or Living Unit – shall mean and refer to any residential structure located on the Property intended for occupancy by one family or household regardless of the style or form thereof, including, without limitation, a condominium unit, townhouse, detached single-family home, duplex, triplex, or villa, together with the lot, if any, on which it is constructed.

1.12 Dwelling Unit or Living Unit Occupant – shall mean and refer to any person occupying a Dwelling Unit under lease or other permission of the Dwelling Unit Owner, and includes the Dwelling Unit Owner if the Dwelling Unit Owner is occupying the Dwelling Unit.

1.13 Dwelling Unit, Living Unit or Lot Owner – shall mean and refer to the holder of fee simple title to a Dwelling Unit or Lot.

1.14 Dwelling Unit or Lot Member – shall mean and refer to Dwelling Unit Owners of a particular Dwelling Unit or owners of a Lot.

1.15 Heritage Bay Documents – shall mean and refer to this Declaration, together with the Articles of Incorporation (which are attached as Exhibit H), and the Bylaws (which are attached as Exhibit I) of the Association and all other recorded exhibits to this Declaration, as each may be amended from time to time.

1.16 Legal Fees – shall mean (i) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (ii) court costs through and including all trial and appellate levels and post-judgment proceedings.

1.17 Lot - shall mean and refer to these portions of the Property, whether developed or undeveloped, intended for development, use or occupancy as an attached or detached residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family lots, attached or detached villas, cluster homes, patio or zero lot line homes, single-family detached houses on one (1) or more separately platted lots, and condominium units, as well as vacant land intended for development as such. The term shall include real property as well as any home, or other improvement thereon, unless the context otherwise requires. In the case of a condominium or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Lot. Any two (2) or more platted lots which are under common ownership and on which a single Home has been constructed shall, unless otherwise provided in the original deed of conveyance by Declarant or Supplemental Declaration affecting such platted lots, be considered to be two (2) or more separate Lots for purposes of voting, assessment and all other matters hereunder. The term Lot shall also be deemed to refer to any property upon which a commercial structure or building is constructed.

HERITAGE BAY – DECLARATION

1.18 Member or Voting Member – shall mean and refer to The Quarry Community Association, Inc., and to Bayvest (for so long as Bayvest has not established the Community Association for the Bayvest Property and thereafter shall mean the Community Association responsible for the operation of the Community established by Bayvest, as more particularly provided in this Declaration). The Heritage Bay Commons Association, Inc. shall be considered a Member for the sole purpose of sharing in the expenses of the surface water management system and other Common Areas serving the commercial portion of the Bayvest Property. However, the Heritage Bay Commons Association shall not be a Voting Member.

1.19 Owner - shall mean and refer to each of the entities referred to in the definition of Declarant, and their respective successors and assigns. Centex and Bayvest may each convey a parcel within a Community to a third party for development but otherwise such a conveyance shall not be deemed to make the third party a successor or assign of Declarant under this Declaration or to transfer to the third party any of the rights or duties of Declarant unless otherwise specifically stated in the instrument evidencing such conveyance. If so stated, the third party developer shall be herein referred to as an Owner.

1.20 Property – shall mean and refer to the real property described in Exhibit “A” attached hereto and incorporated herein by reference.

1.21 Public Records - shall mean the Public Records for Collier County, Florida.

1.22 Turnover Date – shall mean the date upon which Declarant relinquishes control of the Association, as more particularly described in this Declaration, Articles and Bylaws.

## 2. ASSOCIATION POWERS AND DUTIES

The Association shall have all powers and duties of a Homeowner Association under Chapter 720, Florida Statutes, the power and duty to enforce against its Members the covenants, conditions, easements, restrictions and other provisions imposed by this Declaration and its recorded exhibits by any proceeding at law or in equity against any person or entity violating or attempting to violate such provisions, to require performance of such provisions and to recover damages for violations of such provisions created by this Declaration. Failure by the Association to enforce any such provisions shall in no event be deemed a waiver of its right to do so thereafter. In the event of an action by the Association to enforce any such provision, the prevailing party shall be entitled to recover the costs and legal fees incurred by such party. The Association shall further have the right to enter upon the Common Property and remove any unapproved improvements to the Common Property and charge the expenses of the removal to the Owner or Dwelling Unit Owner who caused said improvements to be made or erected.

The Association may exercise any right, power, or privilege given to it expressly or by reasonable implication by the Heritage Bay Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Heritage Bay Documents or by law, all of the Association’s rights and powers may be exercised by the Board with majority vote of the membership of the Board. However, any

HERITAGE BAY -- DECLARATION

substantive decisions shall require a four-fifths (4/5) vote of the membership of the Board. Substantive decisions shall include but not be limited to any decisions affecting the Common Property, any decisions relating to assessments and any other decision that increases the costs to the Bayvest Property. The determination as to whether a decision is a substantive decision is to be made by Bayvest, and after turnover, the Heritage Bay Golf & Country Club, Inc., in their reasonable discretion.

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

### **3. USE RESTRICTIONS AND PROPERTY RIGHTS**

#### **3.1 Easements**

A. Ingress, Egress, Access, Utility and Drainage - A non-exclusive perpetual easement is hereby granted and/or reserved over the Common Property in favor of Declarant, Members, Community Associations, Owners, Dwelling Unit Occupants, Dwelling Unit Owners, and their respective guests and invitees, for access to and ingress and egress to and from the Common Property, and for utility and drainage purposes, including the installation, maintenance, and repair by the Association or its designee of pipes, conduits, and/or wires to accomplish such purposes as the Association deems necessary or desirable, under, upon, over and through the Common Property. In no event shall the Association, or any other Member, Owners, Dwelling Unit Occupant, or Dwelling Unit Owner be permitted to suspend, terminate, interfere with or otherwise adversely affect the right of ingress and egress, access, utility, drainage, or other use right created under this Declaration, of Declarant, Members, Owners, Dwelling Unit Occupants, and Dwelling Unit Owners for any reason. Notwithstanding the foregoing, each of the Members, shall maintain their respective portions of the Common Property until such time as both Members agree that the Association shall be obligated to do so.

B. Cross Easements - The Common Property shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Declarant to and from all portions of the Common Property for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Each Declarant hereby

HERITAGE BAY — DECLARATION

reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Property and to impose upon the Common Property henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Property. In addition, each Declarant hereby grants an easement for vehicular and pedestrian traffic over the roadways within its respective portions of the Property for the use by the Association, the Community Associations, the other Declarant and Dwelling Unit Occupants.

### 3.2 Use Restrictions

A. Common Property - The Common Property shall be used only in a manner reasonably associated with the easements granted in Paragraph 3.1. In no event shall any person or entity be permitted to erect improvements upon or within the Common Property or to take any action or make any use of the Common Property, which would have the effect of temporarily or permanently impeding, restricting, limiting, or blocking access or other permitted use over or across the Common Property, or ingress and egress to and from the Property; provided, however, that Declarant and the Association shall be permitted to perform its maintenance responsibilities under this Declaration which may temporarily impede or limit access thereover.

Each Declarant shall construct the improvements within its portion of the Common Property at such Declarant's sole expense, as, when, and to the extent deemed appropriate in the commercially reasonable exercise of Declarant's judgment. Each Declarant shall determine, in the commercially reasonable exercise of its discretion, when, whether and to what extent it has discharged this obligation. Each Community Association shall then maintain its portion of the Common Property until both determine to have the Association perform that function. Thereafter, the costs of maintenance and repair of the Common Property shall thereafter be the responsibility of the Association.

### 3.3 Owner, Dwelling Unit Owner and Member Compliance

A. Except as otherwise expressly provided in this Declaration, the protective covenants, conditions, easements, restrictions and other provisions of this Declaration shall apply to Owners, Members, Dwelling Unit Owners, Dwelling Unit Occupants, their guests and invitees.

B. A failure of a Member or Owner to notify any guest, invitee or other person of the existence and contents of the covenants, conditions, easements, restrictions and other provisions of this Declaration shall not in any way limit the right of the Association to enforce them. Members, Dwelling Unit Owners and Owners are responsible for any and all violations of these provisions and injuries and damage to persons or property caused by their tenants, licensees, invitees, or guests.

#### 4. COMMON PROPERTY MAINTENANCE AND REPAIR

4.1 Costs – Bayvest and Centex agree to maintain their respective portions of the Common Property serving the residential portions of the Property. Any expenses for portions of the Common Property equally serving both the Bayvest and Centex property shall be allocated with fifty-two percent (52%) to the Centex Property and forty-eight percent (48%) to the residential portion of the Bayvest Property, and Bayvest agrees to cause the Heritage Bay Commons Association to maintain all of the portions of the Common Property serving the commercial portions of the Property at the sole cost and expense of the Heritage Bay Commons Association, except as otherwise expressly provided in this Section 4. Upon the creation of each Community Association such maintenance responsibilities shall pass to such Community Association. It is acknowledged that The Quarry Community Association, Inc., has been created and thus such costs and maintenance responsibilities shall pass to such Community Association. The parties agree to jointly be responsible for such matters. Notwithstanding the foregoing allocation, if the Association performs the work, at such time as both Heritage Bay and The Quarry have achieved Buildout (as hereinafter defined), the cost of maintenance for Common Areas serving residential portions of the Property shall be allocated to each residential Community based upon the number of Dwelling Units within each Community but any “affordable-housing” residences (as required by and defined in the Heritage Bay DRI and PUD) shall not be counted in determining the number of Dwelling Units in each Community. For the purpose of this section, the term “Buildout” shall mean the time when one hundred percent (100%) of the approved Dwelling Units for each Community have been sold to third party purchasers.

The Association may also enter into agreements with the Community Associations and/or any Chapter 190 Community Development District (CDD) within the Property to maintain common areas or property owned by the applicable Community Association and/or CDD. By the same token, the Association may delegate the maintenance responsibility for Common Property to any Community Association or CDD, all as decided by the Board of Directors pursuant to the Bylaws. Except as otherwise provided in this Section 4, the expenses associated with any Common Property maintained by a Community Association or CDD shall be reimbursed by the Association and shall be assessed pursuant to Section 5. Any expenses associated with maintenance by the Association, other than for the Common Property, Conservation and Preserve Areas and the Surface Water Management System, shall be only assessed against the Owners within whose properties those expenses are derived. Expenses for other portions of the Surface Water Management System shall be allocated to the particular Owner within whose property that portion of the system lies. Any maintenance expenses for Conservation or Preserve Areas shall be allocated to the Owner within whose property the Conservation or Preserve Area lies.

4.2 Documentation of Required Maintenance – The determination that maintenance is required shall be made by the Association’s Board of Directors.

4.3 Duty to Maintain and Repair - The Association shall have a continuing obligation to repair and maintain the Common Property in a reasonably attractive state consistent with the customary appearance of similar structures and improvements within each Community.

HERITAGE BAY -- DECLARATION



4.4 Surface Water Management System ("SWMS") and Conservation Area. The Association shall be responsible for maintenance of portions of the SWMS described in Exhibit "D", including but not limited to ditches, canals, lakes, and water retention ponds on the Common Property, which is permitted by the South Florida Water Management District ("District") pursuant to Permit # 11-02234-P, a copy of which is attached hereto as Exhibit "E". All SWMS within the Property which are accepted by or constructed by the Association or Declarant, excluding those areas (if any) normally maintained by Collier County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Common Property and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

A. No construction activities may be conducted relative to any portion of the SWMS. 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 SWMS.

B. To the extent there exists within the Property a wetland mitigation area 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. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District. However, no activities may be undertaken in any area that could be considered to be a jurisdictional impact under the Clean Water Act.

C. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefore are hereby specifically reserved and created.

D. No Lot, Parcel or Common Property shall be altered or increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed, with the exception of the Recreational Lakes, within which these uses are specifically provided for.

E. All SWMS and conservation areas described in Exhibit "D", excluding those areas (if any) maintained by Collier County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Property and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. **NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING,**

HERITAGE BAY — DECLARATION

## APPLICATION OF HERBICIDE, PULLING AND CUTTING.

F. Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the District, the Association and Declarant, its successors and assigns.

**LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY THE DISTRICT, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.**

G. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

H. Any amendment of this Declaration affecting the SWMS or the operation and maintenance of the SWMS requires prior written approval of the District.

I. If the Association shall cease to exist, all Owners, shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

4.4.1 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Heritage Bay Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by the District. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to the District for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all Owners and Dwelling Unit Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. The District shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

4.4.2 Provision for Budget Expense. In the event the Property has on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the

HERITAGE BAY -- DECLARATION

Association shall include in its budget an appropriate allocation of funds for the successful monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit. The maintenance and monitoring plan is attached as Exhibit E.

4.4.3 Wetland Conservation Area. Some Lots may abut or contain Wetland Conservation Areas. The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by the District. Unless authorized in writing by the District, and unless specifically conforming to the Management Plan developed and adopted by the District:

A. No structures or construction of any kind may be erected in the Wetland Conservation Areas.

B. No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted in the Wetland Conservation Areas.

C. No activity may be done or performed in the Wetland Conservation Areas which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing biosystems or ecosystems; or (iv) recovery of an impaired system.

D. No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas.

However, regardless of whether authorized by the District, no activities may be undertaken in any Wetland Conservation Area that would result in a jurisdictional impact under the Clean Water Act.

4.4.4 Non-Liability for Fluctuation of Water Levels. Neither Declarant, or the Association, nor any officer, director, employee or agent of such entities or persons shall have any liability for aesthetic conditions or direct or consequential damages of any nature or kind caused by the fluctuation of water levels. However, the Association shall maintain littoral plantings as required by applicable governmental permits.

## 5. ASSOCIATION FINANCES

### 5.1 Budgeting and Allocating Common Expenses.

Calculation of "Regular Assessments". Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to reserves pursuant to Section 5.2 below for repair and replacement of items that the Association maintains as a Common Expense. The budget shall include, as a

HERITAGE BAY -- DECLARATION

separate line item in the operating expense portion of the budget, the estimated cost of routine maintenance of the Surface Water and Storm Water Management System and, as a separate line item in the reserve portion of the budget, a contribution to a reserve fund for periodic major maintenance, repair and replacements to the Common Property as provided in Section 5.2 below, including contributions to reserves for the Spine Road and Surface Water and Storm Water Management System. The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Common Expenses, including any surplus or deficit to be applied from prior years, assessment income, and any non-assessment income.

The Association is authorized to levy Regular Assessments to fund the Common Expenses against the Community Associations subject to assessment under Section 5.1, in the proportions described in Section 4.1. In determining the Regular Assessment rate, the Board may consider any assessment income expected to be generated from any property anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Regular Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 5.5(b)) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's sole and absolute discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send a summary of the proposed budget and notice of the Regular Assessment to be levied pursuant to such budget to each Community Association at least 30 days prior to the effective date of the budget. The budget and assessment shall automatically take effect on such date unless disapproved at a meeting of the Board. There shall be no obligation to call a meeting of the Members, Owners or Dwelling Unit Owners for the purpose of considering the budget.

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

The Board may revise the budget and adjust the Regular Assessment from time to time during the year.

## 5.2 Budgeting for Reserves.

The Board shall prepare and periodically review separate reserve budgets for the Common Property for which the Association maintains capital items Common Expense which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of capital items under each budget. The Board may include in the Common Expense budget adopted pursuant to Section 5.1, a capital contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual

contributions over the budget period.

Reserve funds, if collected, shall be held in a separate account or accounts from the operating and other funds of the Association.

The reserve funds held in each account may be expended only for major maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. Neither the Association membership nor the Board shall adopt, modify, limit, or expand such policies without either Declarant's prior written consent, which consent will no longer be required by each Declarant when it turns over control of its Community Association to the Dwelling Unit Owners within their Community.

### 5.3 Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

### 5.4 Assessment Rate; Commencement of Assessments; Time of Payment.

The obligation to pay Assessments to its respective Community Association for Common Expenses to maintain the Common Property commences as to each Dwelling Unit or Lot on the first day of the month following: (a) the month in which the Dwelling Unit or Lot is made subject to this Declaration, as provided in Section 5.5 below. Regular and Special Assessments for Common Expenses shall be allocated equally among all Dwelling Units and Lots subject to assessment and shall be allocated on a pro rata acreage basis for the commercial Lots. The "affordable-housing" (as required by and defined in the Heritage Bay DRI and PUD) units to be constructed by Bayvest on the Bayvest Property shall not be subject to Assessments by the Association. The first annual Regular Assessment levied on each Dwelling Unit or Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Dwelling Unit or Lot.

Dwelling Unit Owners and Lot Owners shall pay Assessments annually. Each Community Association will collect the amount due for Assessments from its respective Dwelling Unit Owners.

### 5.5 Obligation for Assessments.

A. Personal Obligation. Each Dwelling Unit and Lot Owner, by accepting a deed or entering into a recorded contract of sale for any Dwelling Unit, covenants and agrees to pay all Assessments levied in accordance with the Heritage Bay Documents for each Dwelling Unit or

HERITAGE BAY -- DECLARATION

Lot owned. All Assessments, together with interest (computed from the Assessment's due date at a rate of 18% per annum or the maximum rate permitted by law, whichever is less), late charges as determined by Board resolution, and Legal Fees, shall be the personal obligation of each Dwelling Unit Owner and a lien upon each Dwelling Unit until paid in full. Any such lien shall be effective from and after the date of recording of a claim of lien. Upon a transfer of title to a Dwelling Unit, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance.

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

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

Following a written request, the Association shall furnish to either Community Association or any Dwelling Unit Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

#### 5.6 Lien for Assessments.

The Association may record a lien against any Dwelling Unit or Lot, including Declarant's Dwelling Units and Lots, to secure payment of Assessments that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this Section, Assessments shall include interest, late charges (subject to Florida law), and Legal Fees. Such lien shall be superior to all other liens, except (a) the liens of all real estate taxes and other governmental assessments and charges against the Dwelling Unit or Lot, (b) the lien or charge of any recorded first mortgage (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, and (c) other recorded liens or encumbrances which by law would be superior. The Association's lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

Notwithstanding the above, and subject to Florida law, the Board may designate Assessments or charges levied solely for the purpose of funding Common Expenses related to acquisition,

HERITAGE BAY — DECLARATION

development, or construction of infrastructure or capital improvements serving the Common Property (or to pay the cost to underwrite, service, and repay any debt incurred to finance any such acquisition, development, or construction) as a "Capital Improvement Assessment," and the lien therefor shall be superior to (a) the Association's lien for other Common Expenses, and (b) all other liens except those deemed superior under federal or Florida law and which may not be made subordinate by this provision.

At a foreclosure sale, the Association may bid for the Dwelling Unit or Lot and acquire, hold, lease, mortgage, and convey the Dwelling Unit or Lot. The Association may sue for unpaid Assessments and other charges without foreclosing or waiving its Assessment lien.

Sale or transfer of any Dwelling Unit or Lot shall not affect the Assessment lien or relieve such Dwelling Unit or Lot from the lien for any subsequent Assessments. However, the sale or transfer of any Dwelling Unit or Lot pursuant to foreclosure by the first mortgagee or pursuant to a deed in lieu of foreclosure to a first mortgagee extinguishes the lien relating to any amounts due prior to the mortgagee's foreclosure or the deed in lieu of foreclosure. The purchaser of such foreclosed Dwelling Unit or Lot shall not be personally liable for Assessments on such Dwelling Unit or Lot due prior to the foreclosure sale. Such unpaid Assessments shall be a Common Expense collectible from Dwelling Unit Owners or Lots Owners of all Dwelling Units or Lots subject to Assessment under Section 5.5, including such purchaser, its successors and assigns.

Notwithstanding the above, while the Association owns a Dwelling Unit or Lot: (a) no Assessment shall be levied on it, and (b) each other Dwelling Unit or Lot shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged such Dwelling Unit or Lot had it not been acquired by the Association.

#### 5.7 Exempt Property.

The following property shall be exempt from payment of Regular Assessments and Special Assessments:

- A. All Common Property and other portions of the Property which are not Dwelling Units; and
- B. Any property dedicated to and accepted by any governmental authority or public utility.

### 6. MEMBERSHIP AND VOTING RIGHTS

#### 6.1 Membership

A. All Dwelling Unit Owners and Lot Owners will be Dwelling Unit or Lot Members. However, there shall only be two (2) Voting Members for the Property. Initially, Bayvest shall be the Voting Member as to the Bayvest Property and Centex shall be the Voting Member as to the Centex Property. Centex shall appoint three (3) Directors to the Board of

HERITAGE BAY — DECLARATION

Directors of the Association and Bayvest shall appoint two (2) Directors to the Board of Directors of the Association.

B. Each Declarant shall become a Voting Member upon recordation of this Declaration. Until each Community Association is created, each Declarant shall be the Voting Member as to its portion of the Property. Upon the creation of a Community Association, such Community Association shall replace the applicable Declarant as Voting Member for such parcel.

## 7. WAIVER OF LIABILITY, INDEMNITY AND DISCLAIMER OF WARRANTIES

7.1 Waiver of Liability and Indemnity. The Association will be solely responsible for all expenses of performing the maintenance responsibilities contained in this Declaration. Each grantee, Owner, Dwelling Unit Owner, Member, and their respective successors and assigns by acceptance of a deed or assignment of rights for any portion of the Property, accepts the Common Property as constructed, together with any improvements to the Common Property hereafter made by Declarant and the Association assumes the obligation to provide for future maintenance. Each Owner and Dwelling Unit Member and each Dwelling Unit Owner, and any guest, invitee, agent, successor, or assign thereto, releases, relieves, exonerates, and waives any claims or causes of actions, and agrees to indemnify and hold Declarant harmless from any loss, damage, liability or claim of any kind, whether in law or in equity, arising from any defect in construction, design, or location of the Common Property, or any future maintenance thereon. Declarant shall not, in any way, or manner be held liable or responsible for any violation of the covenants, conditions, easements, restrictions or other provisions of this Declaration by any person or entity other than itself.

7.2 Disclaimer of Warranties. This Declaration is made for the objects and purposes set forth herein, and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of the terms and provisions of or the covenants, conditions, restrictions, easements and reservations set forth in this Declaration, or as to the compliance of any of the same with public laws, ordinances and regulations applicable thereto.

## 8. RECREATIONAL LAKES

8.1 Use Restrictions – The Property contains several recreational lakes, which lakes are described in Exhibit “F”. Although the primary responsibility for each recreational lake lies with the particular Community Association within which that recreational lake lies, all of the recreational lakes are subject to certain use restrictions. The use restrictions for the recreational lakes are contained in Exhibit “G” to this Declaration. Both the Association and each Community Association shall have the right to enforce the use restrictions. Heritage Bay Commons Association and its Lot Owners shall have no rights to use the recreational lakes by virtue of this Declaration.



## 9. MISCELLANEOUS

9.1 Protective Covenants Run With the Property - The covenants, restrictions, and other provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of Declarant, Owner, Dwelling Unit Member, Dwelling Unit Occupant and Dwelling Unit Owners, their respective heirs, successors, and/or assigns.

9.2 Severance of Clauses - If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative, or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

9.3 Resolution of Conflicts. If a conflict arises between the terms and provisions of this Declaration and remaining Heritage Bay Documents, then the terms of this Declaration shall control.

9.4 Headings, Construction and Venue - The paragraph and article headings within this Declaration are included for convenience only and shall not be utilized in construing the terms and provisions thereof. This Declaration shall be construed according to the laws of the State of Florida, and venue for any action arising hereunder shall lie in the courts of Collier County, Florida, and the United States District Court for the Middle District of Florida.

9.5 Tenses and Gender - Terms of identity shall be read as singular or plural, or as male or female, or neuter, or as identifying an entity or natural person, as the context requires.

9.6 Declaration Effective Upon Recordation - This Declaration shall become effective upon recordation in the Public Records.

## 10. AMENDMENT AND MODIFICATION

The process of amending or modifying this Declaration shall be as follows:

10.1 Prior to Turnover Date - Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the consent of the Association or the Dwelling Unit and Lot Owners; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

10.2 After Turnover Date - After the Turnover Date, this Declaration may be amended by: (i) the Lot Owners owning two-thirds (2/3) of all Lots within each residential Community; together with (ii) the approval or ratification of a majority of the Board and (iii) the approval of Declarant. The aforementioned consent of the Lot Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Lot Owners or by the affirmative vote

HERITAGE BAY -- DECLARATION

of the required number of Lot Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. However, any amendment having a material and negative impact on the commercial portion of the Bayvest Property shall require the consent of two-thirds (2/3) of the Lots Owners within the commercial portion of the Bayvest Property.

10.3 Scrivener's Error - Notwithstanding anything to the contrary herein contained, Declarant reserves the right to amend this Declaration and any exhibits thereto so as to correct any scrivener's or other errors or omissions not materially affecting the rights of Lot Owners, lienors, or mortgagees. Such amendment need be executed and acknowledged only by Declarant and need not be approved by the Association, Lot Owners, lienors, or mortgagees, whether or not elsewhere required for amendment. Such right shall pass to the Board after the Turnover Date.

10.4 No Impairment or Prejudice - Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or any institutional mortgagee under this Declaration or the Heritage Bay Documents without the specific written approval of Declarant, or such institutional mortgagee(s) affected thereby.

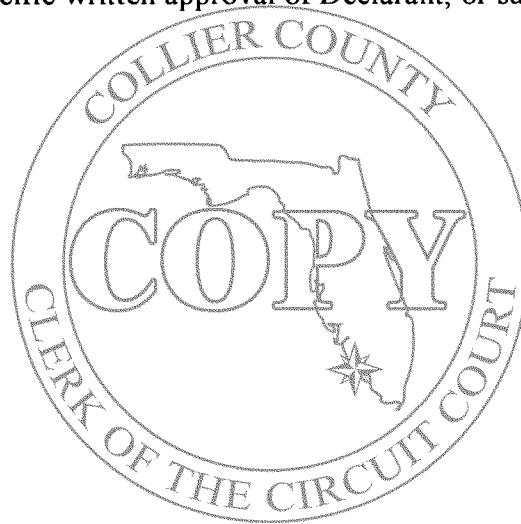






EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

ALL OF SECTIONS 13, 14, 23 & 24, LESS THE SOUTH 100  
FEET OF SECTION 23 & 24, TOWNSHIP 48 SOUTH, RANGE  
26 EAST, COLLIER COUNTY, FLORIDA



EXHIBIT "B"  
LEGAL DESCRIPTION  
Being a portion of Sections 13, 14, 23 & 24,  
Township 48 South, Range 26 East,  
Collier County, Florida

A parcel of land being a portion of Sections 13, 14, 23 & 24, Township 48 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

**COMMENCING** at a the Southwest corner of said Section 23; thence S.89°58'23"E., a distance of 2,641.45 feet; thence N.00°15'09"W., a distance of 100.00 feet to the **POINT OF BEGINNING**; thence along the arc of a non tangent curve concave to the West, having for its elements a radius of 118.00 feet, a central angle of 28°53'50", a chord of 58.88 feet, a chord bearing of N.18°36'13"W., an arc distance of 59.51 feet; to a point of reverse curvature; thence along the arc of a tangent curve concave to the Northeast, having for its elements a radius of 150.00 feet, a central angle of 13°08'54", a chord of 34.35 feet, a chord bearing of N.26°28'41"W., an arc distance of 34.42 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the Southwest, having for its elements a radius of 330.00 feet, a central angle of 25°34'24", a chord of 146.07 feet, a chord bearing of N.32°41'26"W., an arc distance of 147.29 feet; thence N.45°28'37"W., a distance of 104.04 feet to a point of curvature; thence along the arc of a tangent curve concave to the Northeast, having for its elements a radius of 220.00 feet, a central angle of 15°53'40", a chord of 60.83 feet, a chord bearing of N.37°31'47"W., an arc distance of 61.03 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the Southwest, having for its elements a radius of 380.00 feet, a central angle of 19°31'03", a chord of 128.82 feet, a chord bearing of N.39°20'29"W., an arc distance of 129.44 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the East, having for its elements a radius of 25.00 feet, a central angle of 78°55'30", a chord of 31.78 feet, a chord bearing of N.09°38'15"W., an arc distance of 34.44 feet; thence N.53°37'55"W., a distance of 60.48 feet to a point of curvature; thence along the arc of a non tangent curve concave to the West, having for its elements a radius of 270.00 feet, a central angle of 32°13'36", a chord of 149.87 feet, a chord bearing of N.12°14'56"E., an arc distance of 151.86 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the East, having for its elements a radius of 830.00 feet, a central angle of 10°16'52", a chord of 148.73 feet, a chord bearing of N.01°16'34"E., an arc distance of 148.93 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the West, having for its elements a radius of 1,970.00 feet, a central angle of 07°05'19", a chord of 243.57 feet, a chord bearing of N.02°52'21"E., an arc distance of 243.73 feet; thence S.89°19'41"W., a distance of 201.14 feet; thence N.07°40'28"W., a distance of 559.75 feet; thence N.81°39'32"E., a distance of 226.39 feet; thence N.00°43'28"E., a distance of 516.79 feet; thence N.87°12'19"E., a distance of 13.62 feet; thence N.77°07'12"E., a distance of 78.83 feet; thence N.02°34'15"W., a distance of 68.59 feet; thence N.23°26'54"E., a distance of 29.53 feet; thence N.01°24'05"E., a distance of 42.24 feet; thence N.48°26'28"W., a distance of 77.89 feet; thence N.36°55'08"W., a distance of 26.16 feet; thence N.27°46'40"E., a distance of 44.86 feet; thence N.24°39'05"E., a distance of 43.81 feet; thence N.47°37'59"E., a distance of 50.78 feet; thence N.15°33'57"W., a distance of 53.93 feet; thence N.82°37'59"W., a distance of 107.97 feet; thence S.89°20'02"W., a distance of 1,851.51 feet; thence S.81°43'26"W., a distance of 107.89 feet to a point of curvature; thence along the arc of a tangent curve concave to the North, having for its elements a radius of 650.00 feet, a central angle of 07°14'50", a chord of 82.16 feet, a chord bearing of S.85°20'51"W., an arc distance of 82.22 feet; thence N.00°39'58"W., a distance of 80.00 feet; thence S.89°20'02"W., a distance of 162.83 feet; thence N.00°50'56"W., a distance of 2,660.08 feet; thence N.00°49'48"W., a distance of 2,662.26 feet; thence N.53°49'33"W., a distance of 44.59 feet; thence N.78°34'00"W., a distance of 25.00 feet; thence S.67°51'43"W., a distance of 21.12 feet; thence S.53°42'39"W., a distance of 24.91 feet; thence N.00°49'48"W., a distance of 3.95 feet; thence N.00°52'02"W., a distance of 2,676.08 feet; thence N.89°58'39"E., a distance of 5,253.23 feet; thence S.89°57'19"E., a distance of 2,641.56 feet; thence S.89°55'35"E., a distance of 2,627.05 feet; thence S.00°57'28"E., a distance of

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Page 1 of 3

OR: 3968 PG: 4052

EXHIBIT "B"  
LEGAL DESCRIPTION  
Being a portion of Sections 13, 14, 23 & 24,  
Township 48 South, Range 26 East,  
Collier County, Florida

333.46 feet; thence N.85°43'54"W., a distance of 224.24 feet; thence S.47°15'05"W., a distance of 238.71 feet; thence S.50°04'55"W., a distance of 317.50 feet; thence N.76°33'40"W., a distance of 135.04 feet; thence S.26°13'42"W., a distance of 257.95 feet; thence S.87°40'44"E., a distance of 222.13 feet; thence S.53°19'35"E., a distance of 170.55 feet; thence S.36°39'53"E., a distance of 161.08 feet; thence S.16°00'11"E., a distance of 225.09 feet; thence S.06°19'58"W., a distance of 45.01 feet; thence S.23°54'05"W., a distance of 52.09 feet; thence S.27°24'54"W., a distance of 326.91 feet; thence N.61°55'11"W., a distance of 69.00 feet; thence N.58°54'22"W., a distance of 212.84 feet; thence N.81°11'47"W., a distance of 382.30 feet; thence S.88°19'41"W., a distance of 309.14 feet; thence S.66°54'39"W., a distance of 198.99 feet; thence S.79°05'16"W., a distance of 44.71 feet; thence N.50°20'34"W., a distance of 238.48 feet; thence S.47°55'49"W., a distance of 261.06 feet; thence S.01°33'58"E., a distance of 220.27 feet; thence S.37°06'38"W., a distance of 307.08 feet; thence S.56°49'22"W., a distance of 230.89 feet; thence S.06°48'48"W., a distance of 256.83 feet; thence S.38°19'34"E., a distance of 62.73 feet; thence S.22°03'21"E., a distance of 38.91 feet; thence S.36°04'22"E., a distance of 17.68 feet; thence S.57°45'30"E., a distance of 31.60 feet; thence S.02°11'35"W., a distance of 51.22 feet; thence S.13°06'52"W., a distance of 80.21 feet; thence S.02°32'04"E., a distance of 70.78 feet; thence S.18°29'29"E., a distance of 86.64 feet; thence S.11°09'27"E., a distance of 71.52 feet; thence S.06°47'16"W., a distance of 42.98 feet; thence S.75°15'30"E., a distance of 75.06 feet; thence S.42°51'42"E., a distance of 55.72 feet; thence S.39°15'38"E., a distance of 74.17 feet; thence S.24°33'09"E., a distance of 87.86 feet; thence S.04°00'39"E., a distance of 50.18 feet; thence S.19°52'10"E., a distance of 62.40 feet; thence S.07°35'10"E., a distance of 84.46 feet; thence S.00°25'15"E., a distance of 65.37 feet; thence S.08°09'40"E., a distance of 112.57 feet; thence S.04°00'26"E., a distance of 71.26 feet; thence S.21°16'27"W., a distance of 79.29 feet; thence S.21°00'29"W., a distance of 98.19 feet; thence S.28°19'13"W., a distance of 100.89 feet; thence S.16°35'04"W., a distance of 147.18 feet; thence S.12°42'24"W., a distance of 151.66 feet; thence S.04°34'03"W., a distance of 88.03 feet; thence S.07°59'11"W., a distance of 85.65 feet; thence S.09°09'58"E., a distance of 127.56 feet; thence S.18°58'07"E., a distance of 99.15 feet; thence S.19°42'29"E., a distance of 77.43 feet; thence S.31°03'58"E., a distance of 113.23 feet; thence S.27°02'08"E., a distance of 95.88 feet; thence S.33°53'11"E., a distance of 80.19 feet; thence S.20°55'33"E., a distance of 114.96 feet; thence S.26°24'51"E., a distance of 132.45 feet; thence S.04°42'52"W., a distance of 100.62 feet; thence S.12°26'48"E., a distance of 54.47 feet; thence S.51°55'31"W., a distance of 44.51 feet; thence S.79°45'22"W., a distance of 109.31 feet; thence N.79°17'56"W., a distance of 76.80 feet; thence N.82°26'17"W., a distance of 54.75 feet; thence S.31°47'35"W., a distance of 117.82 feet; thence S.73°43'21"E., a distance of 5.43 feet; thence S.21°21'56"W., a distance of 700.45 feet; thence S.04°26'52"W., a distance of 138.12 feet; thence S.07°56'42"W., a distance of 77.53 feet; thence S.12°10'59"W., a distance of 299.09 feet; thence S.28°17'20"W., a distance of 190.21 feet; thence S.21°47'57"W., a distance of 391.48 feet; thence S.01°22'58"W., a distance of 902.58 feet; thence S.89°41'04"W., a distance of 38.61 feet; thence S.88°08'30"W., a distance of 180.40 feet; thence N.89°19'35"W., a distance of 154.78 feet; thence S.89°36'13"W., a distance of 119.99 feet; thence S.89°45'41"W., a distance of 110.44 feet; thence S.89°31'16"W., a distance of 138.78 feet; thence N.88°56'16"W., a distance of 149.44 feet; thence S.88°59'22"W., a distance of 167.28 feet; thence S.88°10'39"W., a distance of 189.91 feet; thence N.87°58'25"W., a distance of 164.30 feet; thence N.89°30'35"W., a distance of 211.29 feet; thence S.08°12'01"E., a distance of 69.11 feet; thence S.72°08'43"W., a distance of 147.48 feet to a point of curvature; thence along the arc of a tangent curve concave to the North, having for its elements a radius of 60.00 feet, a central angle of 71°39'28", a chord of 70.24 feet, a chord bearing of N.72°01'33"W., an arc distance of 75.04 feet; thence N.36°11'48"W., a distance of 58.90 feet; thence S.53°48'12"W., a distance of 91.45 feet; thence S.02°00'24"E., a distance

OR: 3968 PG: 4053

EXHIBIT "B"  
LEGAL DESCRIPTION  
Being a portion of Sections 13, 14, 23 & 24,  
Township 48 South, Range 26 East,  
Collier County, Florida

of 353.42 feet; thence S.56°54'36"E., a distance of 20.00 feet to a point of curvature; thence along the arc of a non tangent curve concave to the East, having for its elements a radius of 35.00 feet, a central angle of 35°05'48", a chord of 21.11 feet, a chord bearing of S.15°32'30"W., an arc distance of 21.44 feet; thence S.02°00'24"E., a distance of 272.35 feet; thence S.19°35'07"E., a distance of 187.78 feet; thence S.62°25'35"E., a distance of 270.30 feet; thence S.01°33'42"E., a distance of 1535.94 feet; thence N.89°58'37"W., a distance of 129.32 feet; thence N.89°58'13"W., a distance of 2,638.89 feet; thence N.89°58'24"W., a distance of 0.49 feet to the **POINT OF BEGINNING**.

Containing 1727.7 acres, more or less.

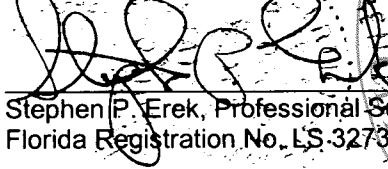
Subject to easements, restrictions, reservations and rights-of-way of record.

Bearings are based on the West line of the Southwest Quarter of Section 23 as being N00°50'35"W.

See attached sketch.

Prepared by:

WilsonMiller, Inc.



Stephen P. Erek, Professional Surveyor & Mapper  
Florida Registration No. LS-3273

September 16, 2004  
Date

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.  
P.I.N.: N0442-016-004 GCS00  
Ref.: D-0442-120A  
Date: September 16, 2004

OR: 3968 PG: 4054

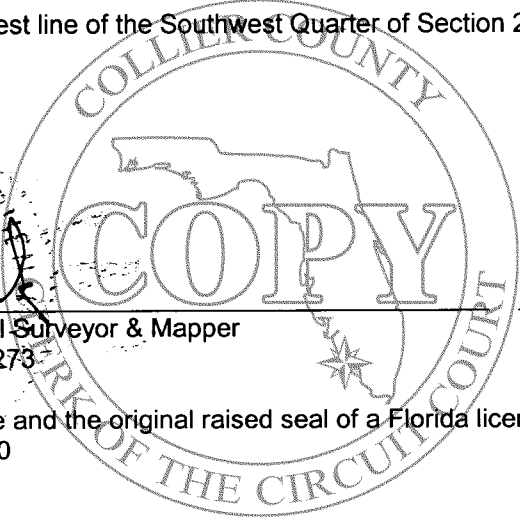




EXHIBIT "C"  
LEGAL DESCRIPTION  
Being a portion of Sections 13 & 24,  
Township 48 South, Range 26 East,  
Collier County, Florida

A parcel of land being a portion of Sections 13 & 24, Township 48 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

**COMMENCING** at the Southeast corner of said Section 24; thence N.01°14'51"W. along the East line of Section 24, a distance of 100.02 feet to the **POINT OF BEGINNING**; thence, leaving said East line of Section 24, N.89°58'00"W., a distance of 2,638.89 feet; thence N.89°58'37"W., a distance of 2,514.00 feet; thence N.01°33'42"W., a distance of 1,535.94 feet; thence N.65°25'35"E. a distance of 270.30'; thence N.19°35'07"W., a distance of 187.78 feet; thence N.02°00'24"W., a distance of 272.35 feet to a point of curvature; thence along the arc of a tangent curve concave to the East, having for its elements a radius of 35.00 feet, a central angle of 35°05'48", a chord of 21.11 feet, a chord bearing of N.15°32'30"E., an arc distance of 21.44 feet; thence N.56°54'36"W., a distance of 20.00 feet; thence N.02°00'24"W., a distance of 353.42 feet; thence N.53°48'12"E., a distance of 91.45 feet; thence S.36°11'48"E., a distance of 58.90 feet to a point of curvature; thence along the arc of a tangent curve concave to the North, having for its elements a radius of 60.00 feet, a central angle of 71°39'28", a chord of 70.24 feet, a chord bearing of S.72°01'32"E., an arc distance of 75.04 feet; thence N.72°08'43"E., a distance of 147.48 feet; thence N.08°12'01"W., a distance of 69.11 feet; thence S.89°30'35"E., a distance of 211.29 feet; thence S.87°58'25"E., a distance of 164.30 feet; thence N.88°10'39"E., a distance of 189.91 feet; thence N.88°59'22"E., a distance of 167.28 feet; thence S.88°56'16"E., a distance of 149.44 feet; thence N.89°31'16"E., a distance of 138.78 feet; thence N.89°45'41"E., a distance of 110.44 feet; thence N.89°36'13"E., a distance of 119.99 feet; thence S.89°19'35"E., a distance of 154.78 feet; thence N.88°08'30"E., a distance of 180.40 feet; thence N.89°41'04"E., a distance of 38.61 feet; thence N.01°22'58"E., a distance of 902.58 feet; thence N.21°47'57"E., a distance of 391.48 feet; thence N.28°17'20"E., a distance of 190.21 feet; thence N.12°10'59"E., a distance of 299.09 feet; thence N.07°56'42"E., a distance of 77.53 feet; thence N.04°26'52"E., a distance of 138.12 feet; thence N.21°21'56"E., a distance of 700.45 feet; thence N.73°43'21"W., a distance of 5.43 feet; thence N.31°47'35"E., a distance of 117.82 feet; thence S.82°26'17"E., a distance of 54.75 feet; thence S.79°17'56"E., a distance of 76.80 feet; thence N.79°45'22"E., a distance of 109.31 feet; thence N.51°55'31"E., a distance of 44.51 feet; thence N.12°26'48"W., a distance of 54.47 feet; thence N.04°42'52"E., a distance of 100.62 feet; thence N.26°24'51"W., a distance of 132.45 feet; thence N.20°55'33"W., a distance of 114.96 feet; thence N.33°53'11"W., a distance of 80.19 feet; thence N.27°02'08"W., a distance of 95.88 feet; thence N.31°03'58"W., a distance of 113.23 feet; thence N.19°42'29"W., a distance of 77.43 feet; thence N.18°58'07"W., a distance of 99.15 feet; thence N.09°09'58"W., a distance of 127.56 feet; thence N.07°59'11"E., a distance of 85.65 feet; thence N.04°34'03"E., a distance of 88.03 feet; thence N.12°42'24"E., a distance of 151.66 feet; thence N.16°35'04"E., a distance of 147.18 feet; thence N.28°19'13"E., a distance of 100.89 feet; thence N.21°00'29"E., a distance of 98.19 feet; thence N.21°16'27"E., a distance of 79.29 feet; thence N.04°00'26"W., a distance of 71.26 feet; thence N.08°09'40"W., a distance of 112.57 feet; thence N.00°25'15"W., a distance of 65.37 feet; thence N.07°35'10"W., a distance of 84.46 feet; thence N.19°52'10"W., a distance of 62.40 feet; thence N.04°00'39"W., a distance of 50.18 feet; thence N.24°33'09"W., a distance of 87.86 feet; thence N.39°15'38"W., a distance of 74.17 feet; thence N.42°51'42"W., a distance of 55.72 feet; thence N.75°15'30"W., a distance of 75.06 feet; thence N.06°47'16"E., a distance of 42.98 feet; thence N.11°09'27"W., a distance of 71.52 feet; thence N.18°29'29"W., a distance of 86.64 feet; thence N.02°32'04"W., a distance of 70.78 feet; thence N.13°06'52"E., a distance of 80.21 feet; thence N.02°11'35"E., a distance of 51.22 feet; thence N.57°45'30"W., a distance of 31.60 feet; thence N.36°04'22"W., a distance of 17.68 feet; thence N.22°03'21"W., a distance of 38.91 feet; thence N.38°19'34"W., a distance of 62.73 feet; thence

OR: 3968 PG: 4055

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Pg 1 of 4

EXHIBIT "C"  
LEGAL DESCRIPTION  
Being a portion of Sections 13 & 24,  
Township 48 South, Range 26 East,  
Collier County, Florida

N.06°48'48"E., a distance of 256.83 feet; thence N.56°49'22"E., a distance of 230.89 feet; thence N.37°06'38"E., a distance of 307.08 feet; thence N.01°33'58"W., a distance of 220.27 feet; thence N.47°55'49"E., a distance of 261.06 feet; thence S.50°20'34"E., a distance of 238.48 feet; thence N.79°05'16"E., a distance of 44.71 feet; thence N.66°54'39"E., a distance of 198.99 feet; thence N.88°19'41"E., a distance of 309.14 feet; thence S.81°11'47"E., a distance of 382.30 feet; thence S.58°54'22"E., a distance of 212.84 feet; thence S.61°55'11"E., a distance of 69.00 feet; thence N.27°24'54"E., a distance of 326.91 feet; thence N.23°54'05"E., a distance of 52.09 feet; thence N.06°19'58"E., a distance of 45.01 feet; thence N.16°00'11"W., a distance of 225.09 feet; thence N.36°39'53"W., a distance of 161.08 feet; thence N.53°19'35"W., a distance of 170.55 feet; thence N.87°40'44"W., a distance of 222.13 feet; thence N.26°13'42"E., a distance of 257.95 feet; thence S.76°33'40"E., a distance of 135.04 feet; thence N.50°04'55"E., a distance of 317.50 feet; thence N.47°15'05"E., a distance of 238.71 feet; thence S.85°43'54"E., a distance of 224.24 feet to a point on the East line of Section 13; thence S.00°57'28"E. along said East line of Section 13, a distance of 2,313.38 feet; thence S.01°00'51"E., a distance of 1,348.99 feet; thence S.01°01'37"E., a distance of 1,349.74 feet to the Northeast corner of Section 24; thence S.01°04'52"E. along the East line of Section 24, a distance of 1,336.42 feet; thence S.01°05'01"E., a distance of 1,336.52 feet; thence S.01°14'51"E., a distance of 2574.53 feet to the **POINT OF BEGINNING**.

Containing 687.33 acres, more or less.

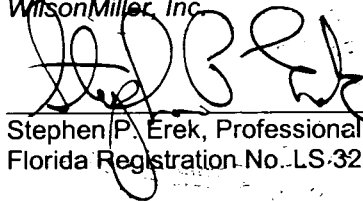
Subject to easements, restrictions, reservations and rights-of-way of record.

Bearings are based on the East line of the Southeast Quarter of Section 24 as being S01°14'51"E.

See attached sketch.

Prepared by:

WilsonMiller, Inc.



Stephen P. Erek, Professional Surveyor & Mapper  
Florida Registration No. LS-3273

September 15, 2004  
Date

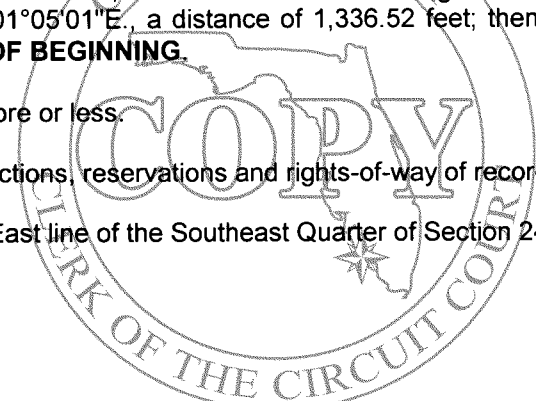
Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

P.I.N.: N0442-016-004 GCS00

Ref.: D-0442-122

Date: September 15, 2004

OR: 3968 PG: 4056



Pg 2 of 4

EXHIBIT "C"  
LEGAL DESCRIPTION  
Being a portion of Section 23,  
Township 48 South, Range 26 East,  
Collier County, Florida

A parcel of land being a portion of Section 23, Township 48 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Section 23, Township 48 South, Range 26 East, Collier County, Florida; thence S.89°58'23"E., along the South line of said Section 23, a distance of 2,641.45 feet; thence, leaving said South line of Section 23, N.00°15'09"W., a distance of 100.00 feet to the **POINT OF BEGINNING**; thence N.89°58'23"W., a distance of 2,542.47 feet; thence N.00°50'35"W., a distance of 2,570.85 feet; thence N.00°50'56"W., a distance of 8.73 feet; thence N.89°20'02"E., a distance of 151.53 feet; thence S.00°39'58"E., a distance of 60.00 feet; thence N.89°20'02"E., a distance of 2,051.72 feet; thence S.82°37'59"E., a distance of 107.97 feet; thence S.15°33'57"E., a distance of 53.93 feet; thence S.47°37'59"W., a distance of 50.78 feet; thence S.24°39'05"W., a distance of 43.81 feet; thence S.27°46'40"W., a distance of 44.86 feet; thence S.36°55'08"E., a distance of 26.16 feet; thence S.48°26'28"E., a distance of 77.89 feet; thence S.01°24'05"W., a distance of 42.24 feet; thence S.23°26'54"W., a distance of 29.53 feet; thence S.02°34'15"E., a distance of 68.59 feet; thence S.77°07'12"W., a distance of 78.83 feet; thence S.87°12'19"W., a distance of 13.62 feet; thence S.00°43'28"W., a distance of 516.79 feet; thence S.81°39'32"W., a distance of 226.39 feet; thence S.07°40'28"E., a distance of 559.75 feet; thence N.89°19'41"E., a distance of 201.14 feet to a point of curvature; thence along the arc of a non tangent curve concave to the West, having for its elements a radius of 1,970.00 feet, a central angle of 07°05'19", a chord of 243.57 feet, a chord bearing of S.02°52'21"W., an arc distance of 243.73 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the East, having for its elements a radius of 830.00 feet, a central angle of 10°16'52", a chord of 148.74 feet, a chord bearing of S.01°16'34"W., an arc distance of 148.94 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the West, having for its elements a radius of 270.00 feet, a central angle of 32°13'36", a chord of 149.87 feet, a chord bearing of S.12°14'56"W., an arc distance of 151.86 feet; thence S.53°37'55"E., a distance of 60.48 feet to a point on a curve; thence along the arc of a non tangent curve concave to the East, having for its elements a radius of 25.00 feet, a central angle of 78°55'30", a chord of 31.78 feet, a chord bearing of S.09°38'15"E., an arc distance of 34.44 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the Southwest, having for its elements a radius of 380.00 feet, a central angle of 19°31'03", a chord of 128.82 feet, a chord bearing of S.39°20'29"E., an arc distance of 129.45 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the Northeast, having for its elements a radius of 220.00 feet, a central angle of 15°53'40", a chord of 60.84 feet, a chord bearing of S.37°31'47"E., an arc distance of 61.03 feet; thence S.45°28'37"E., a distance of 104.04 feet to a point of curvature; thence along the arc of a tangent curve concave to the Southwest, having for its elements a radius of 330.00 feet, a central angle of 25°34'24", a chord of 146.07 feet, a chord bearing of S.32°41'26"E., an arc distance of 147.29 feet to a point of reverse curvature; thence along the arc of a tangent curve concave to the Northeast, having for its elements a radius of 150.00 feet, a central angle of 13°08'54", a chord of 34.35 feet, a chord bearing of S.26°28'41"E., an arc distance of 34.42 feet to a point of reverse curvature; thence along the arc of a tangent curve

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Pg 3 of 4

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New Directions In Planning, Design & Engineering

EXHIBIT "C"  
LEGAL DESCRIPTION  
Being a portion of Section 23,  
Township 48 South, Range 26 East,  
Collier County, Florida

concave to the West, having for its elements a radius of 118.00 feet, a central angle of 28°53'50", a chord of 58.88 feet, a chord bearing of S.18°36'13"E., an arc distance of 59.51 feet to the **POINT OF BEGINNING**.

Containing 129.1 acres, more or less.

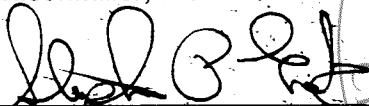
Subject to easements, restrictions, reservations and rights-of-way of record.

Bearings are based on the West line of the Southwest Quarter of Section 23 as being N00°50'35"W.

See attached sketch.

Prepared by:

WilsonMiller, Inc.



Stephen P. Erek, Professional Surveyor & Mapper  
Florida Registration No. LS 3273

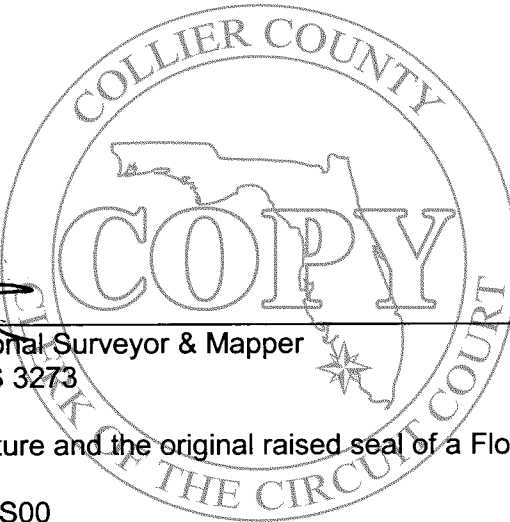
September 17, 2004  
Date

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

P.I.N.: N0442-016-004 GCS00

Ref.: D-0442-098B

Date: September 17, 2004



OR: 3968 PG: 4058

Pg 4 of 4

EXHIBIT "D"  
COMMON PROPERTY DESCRIPTION

All drainage easements and related improvements existing or contemplated by this Declaration and any additional easements in the future which may be granted by Declarants.





**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE PERMIT NO. 11-02234-P  
DATE ISSUED: AUGUST 14, 2003**

FORM #0145  
Rev. 06/95

**PERMITTEE:** FLORIDA ROCK INDUSTRIES INC AND MULE PEN QUARRY CO  
(HERITAGE BAY)  
PO BOX 103,  
CLEARWATER, FL 33517-8315

**PROJECT DESCRIPTION:** AN ENVIRONMENTAL RESOURCE PERMIT TO AUTHORIZE CONCEPTUAL APPROVAL OF A 2562.27 ACRE MIXED RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITH GOLF COURSES AND THE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 2367.4 ACRES OF THE DEVELOPMENT. THE SYSTEM DISCHARGES TO THE COCOHATCHEE CANAL.

**PROJECT LOCATION:** COLLIER COUNTY, SECTION 13,14,23,24 TWP 48S RGE 26E

**PERMIT DURATION:** See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 020523-16, dated May 23, 2002. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**

SEE PAGES 2 - 10 OF 13 (27 SPECIAL CONDITIONS).

SEE PAGES 11 - 13 OF 13 (19 GENERAL CONDITIONS).

FILED WITH THE CLERK OF THE SOUTH  
FLORIDA WATER MANAGEMENT DISTRICT

ON 15- August- 2003  
BY [Signature]  
DEPUTY CLERK

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD

By [Signature]  
ASSISTANT SECRETARY

**EXHIBIT**  
**1 "E"**

*Pg 1 of 32*

**SPECIAL CONDITIONS**

1. The conceptual phase of this permit shall expire on August 14, 2005.  
The construction phase of this permit shall expire on August 14, 2008.
2. Operation of the surface water management system shall be the responsibility of HERITAGE BAY COMMUNITY 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: Basin 1, Structure: L1L3

1-60" W X 2.3' H RECTANGULAR NOTCH with invert at elev. 13.6' NGVD.  
28 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 3

Control elev : 13.6 feet NGVD. /13.6 FEET NGVD DRY SEASON.

Basin: Basin 2, Structure: L2L3

1-60" W X 1.9' H RECTANGULAR NOTCH weir with crest at elev. 13.7' NGVD.  
1-33" W X .4' H RECTANGULAR NOTCH with invert at elev. 13.3' NGVD.  
26 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 3

Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: Basin 3, Structure: L3L4

1-15' WIDE SHARP CRESTED weir with crest at elev. 13' NGVD.  
1-48" W X .2' H RECTANGULAR NOTCH with invert at elev. 12.8' NGVD.  
3-48" dia. REINFORCED CONCRETE PIPE culverts each 79' long.

Receiving body : Basin 4

Control elev : 12.8 feet NGVD. /12.8 FEET NGVD DRY SEASON.

Basin: Basin 4, Structure: L4CC2

1-17' W X 2.3' H RECTANGULAR NOTCH weir with crest at elev. 12.6' NGVD.  
1-6" W X .1' H RECTANGULAR NOTCH with invert at elev. 12.5' NGVD.  
70 LF of 5' wide X 8' high BOX CULVERT culvert.

Receiving body : Cocohatchee Canal

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: Basin 4, Structure: L4CC3

1-42" WIDE SHARP CRESTED weir with crest at elev. 12.6' NGVD.  
100 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

*Pg 2 of 32*

OR: 3968 PG: 4061

Receiving body : Cocohatchee Canal

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: Basin 5, Structure: L5L4

1-5" W X 4" H RECTANGULAR ORIFICE with invert at elev. 12.5' NGVD.  
118 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: Basin 5, Structure: L6L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 14.1' NGVD.  
184 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: Basin 6, Structure: L8L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 13.4' NGVD.

Receiving body : Basin 4

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: Basin 6, Structure: L9L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 13.4' NGVD.  
1-12" W X 4" H RECTANGULAR ORIFICE with invert at elev. 12.5' NGVD.  
609 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: Basin 7, Structure: L12CC1

1-60" WIDE SHARP CRESTED weir with crest at elev. 14.1' NGVD.  
1-8" W X 4" H RECTANGULAR ORIFICE with invert at elev. 12.5' NGVD.  
102 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

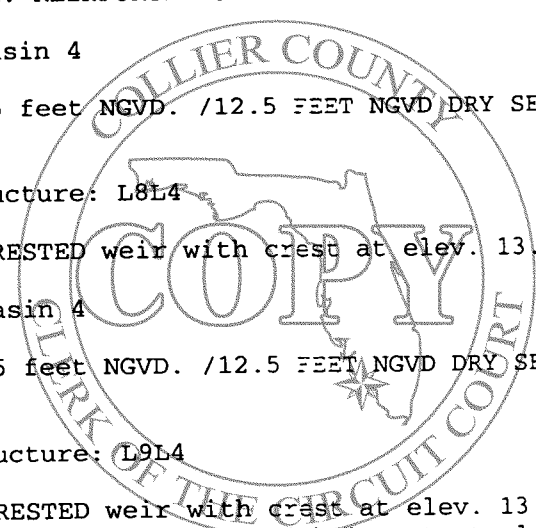
Receiving body : Cocohatchee Canal

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: Basin 8, Structure: L13L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 13.7' NGVD.  
1-30" W X .4' H RECTANGULAR NOTCH with invert at elev. 13.3' NGVD.  
1452 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

OR: 3968 PG: 4062



pg 3 of 32



Receiving body : Basin 4

Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: Basin 9, Structure: L19L4

1-12' WIDE SHARP CRESTED weir with crest at elev. 14.1' NGVD.

Receiving body : Basin 4

Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: Basin 9, Structure: L20L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 14.1' NGVD.

1-6" W X .8' H RECTANGULAR NOTCH with invert at elev. 13.3' NGVD.

446 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: Basin 10, Structure: L36L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 14.4' NGVD.

1-6" W X 1.1' H RECTANGULAR NOTCH with invert at elev. 13.3' NGVD.

259 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: Basin 10, Structure: L38L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 14.4' NGVD.

200 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: Basin 10, Structure: L39L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 14.4' NGVD.

148 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: Basin 11, Structure: L41W2

1-24" WIDE SHARP CRESTED weir with crest at elev. 14.3' NGVD.

1-9" W X .3' H RECTANGULAR NOTCH with invert at elev. 14' NGVD.

45 LF of 24" dia. REINFORCED CONCRETE PIPE culvert.

*pg 4 of 32*

OR: 3968 PG: 4063

Receiving body : Basin 4 via wetland 2

Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

Basin: Basin 12, Structure: L28L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 14.7' NGVD.  
 1-8" W X .7' H RECTANGULAR NOTCH with invert at elev. 14' NGVD.  
 512 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

Basin: Basin 12, Structure: L33L4

1-60" WIDE SHARP CRESTED weir with crest at elev. 14.7' NGVD.  
 1-8" W X .7' H RECTANGULAR NOTCH with invert at elev. 14' NGVD.  
 510 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

Basin: Basin 13, Structure: L44L4

1-36" WIDE SHARP CRESTED weir with crest at elev. 14.6' NGVD.  
 1-3" dia. CIRCULAR ORIFICE with invert at elev. 13.5' NGVD.  
 50 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 13.5 feet NGVD. /13.5 FEET NGVD DRY SEASON.

Basin: Basin 14, Structure: L45L4

1-36" WIDE SHARP CRESTED weir with crest at elev. 14.6' NGVD.  
 1-3" dia. CIRCULAR ORIFICE with invert at elev. 13.5' NGVD.  
 50 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Basin 4

Control elev : 13.5 feet NGVD. /13.5 FEET NGVD DRY SEASON.

Basin: Basin Wetland 1, Structure: W1W2A

4 - 68 LF of 18" dia. RCP culverts.

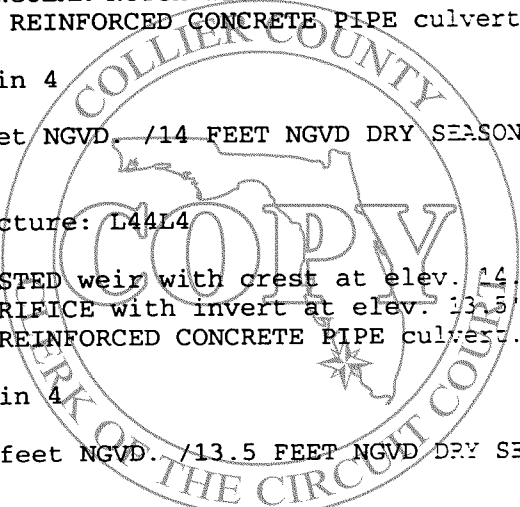
Receiving body: Wetland 2

Control elev: 14.2 feet NGVD./14.2 feet NGVD dry season.

Basin: Basin Wetland 1, Structure: W1W2B

3 - 120 LF of 18" dia. RCP culverts.

OR: 3968 PG: 4064



Receiving body: Wetland 2

Control elev: 14.2 feet NGVD./14.2 feet NGVD dry season.

Basin: Basin Wetland 1, Structure: W1L4

- 1 - 60' wide Sharp Crested weir with crest at elev. 14.2' NGVD.
- 5 - 738 LF of 48" dia. RCP culverts.

Receiving body: Basin 4

Control elev: 14.2 feet NGVD./14.2 feet NGVD dry season.

Basin: Basin Wetland 1, Structure: W1W4

- 1 - 12' wide Sharp Crested weir with crest at elev. 14.2' NGVD.
- 442 LF of 48" dia. RCP culvert.

Receiving body: Wetland 4

Control elev: 14.2 feet NGVD./14.2 feet NGVD dry season.

Basin: Basin Wetland 2, Structure: W2L4

- 1 - 30' wide Sharp Crested weir with crest at elev. 13.9' NGVD.
- 2 - 664 LF of 48" dia. RCP culverts.

Receiving body: Basin 4

Control elev: 13.9 feet NGVD./13.9 feet NGVD dry season.

Basin: Basin Wetland 3, Structure: W3L12

- 1 - 20' wide Sharp Crested weir with crest at elev. 12.9' NGVD.
- 3 - 290 LF of 48" dia. RCP culverts.

Receiving body: Basin 7

Control elev: 12.9 feet NGVD./12.9 feet NGVD dry season.

Basin: Basin Wetland 4, Structure: W4W3

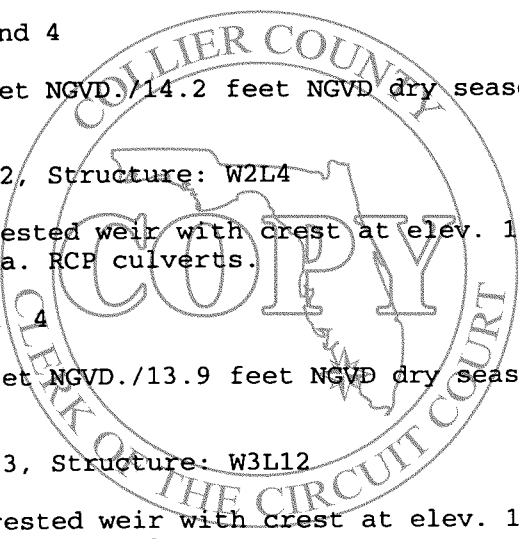
- 1 - 3' wide Sharp Crested weir with crest at elev. 13.4' NGVD.
- 80 LF of 42" dia. RCP culverts.

Receiving body: Wetland 3

Control elev: 13.4 feet NGVD./13.4 feet NGVD dry season.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.

OR: 3968 PG: 4065



6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation:
- |                 |   |                  |
|-----------------|---|------------------|
| BASIN: Basin 1  | - | 16.20 feet NGVD. |
| BASIN: Basin 2  | - | 15.90 feet NGVD. |
| BASIN: Basin 3  | - | 15.50 feet NGVD. |
| BASIN: Basin 5  | - | 15.70 feet NGVD. |
| BASIN: Basin 6  | - | 15.80 feet NGVD. |
| BASIN: Basin 7  | - | 15.80 feet NGVD. |
| BASIN: Basin 8  | - | 16.40 feet NGVD. |
| BASIN: Basin 9  | - | 16.40 feet NGVD. |
| BASIN: Basin 10 | - | 16.40 feet NGVD. |
| BASIN: Basin 11 | - | 16.30 feet NGVD. |
| BASIN: Basin 12 | - | 17.00 feet NGVD. |
| BASIN: Basin 13 | - | 15.40 feet NGVD. |
| BASIN: Basin 14 | - | 15.40 feet NGVD. |
13. Minimum road crown elevation:
- |                 |   |                  |
|-----------------|---|------------------|
| Basin: Basin 1  | - | 15.90 feet NGVD. |
| Basin: Basin 2  | - | 15.60 feet NGVD. |
| Basin: Basin 3  | - | 15.10 feet NGVD. |
| Basin: Basin 4  | - | 14.90 feet NGVD. |
| Basin: Basin 5  | - | 15.50 feet NGVD. |
| Basin: Basin 6  | - | 15.50 feet NGVD. |
| Basin: Basin 7  | - | 15.50 feet NGVD. |
| Basin: Basin 8  | - | 16.00 feet NGVD. |
| Basin: Basin 9  | - | 16.10 feet NGVD. |
| Basin: Basin 10 | - | 16.10 feet NGVD. |
| Basin: Basin 11 | - | 16.00 feet NGVD. |
| Basin: Basin 12 | - | 16.70 feet NGVD. |
| Basin: Basin 13 | - | 15.50 feet NGVD. |
| Basin: Basin 14 | - | 15.50 feet NGVD. |

OR: 3968 PG: 4066

Pg 7 of 32

14. Minimum parking lot elevation: Basin: Basin 7 - 14.70 feet NGVD.
15. A permit modification authorizing construction shall be obtained for multi-family and commercial tracts, including the golf course maintenance tract. The multi-family tracts shall be limited to a maximum impervious area of 70 %, the commercial in Basin B1 limited to 80 % impervious surface and the commercial in Basin B7 limited to 90% impervious surface. Each tract shall provide a minimum of 1/2" of dry pre-treatment storage of the stormwater run-off prior to discharging into the master surface water management system. In addition, the golf course maintenance area, anticipated to be located in Basin 7, must include best management practices for the expected hazardous material (chemicals, fertilizers, and fuel) on the site.
16. Permanent physical markers designating the preserve status of the wetland and upland preservation areas and buffer zones shall be placed as shown on Exhibit No. 10. The markers shall be maintained in perpetuity.
17. Prior to the commencement of construction, the perimeter of protected wetland/upland preservation areas/conservation areas shall be staked/roped/fenced to prevent encroachment into the protected areas. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of staking/roping/fencing and schedule an inspection of this work. The staking/roping/fencing shall be subject to District staff approval. The permittee shall modify the staking/roping/fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. Staking/roping/fencing shall remain in place until all adjacent construction activities are complete.
18. 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.
19. The wetland and upland conservation areas shown on Exhibit 3 may in no way be altered from their natural or permitted state. Activities prohibited within the conservation areas include, but are not limited to: construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or removal of soil materials; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.
20. Wetland and upland preservation areas shall be dedicated as conservation and common areas in the deed restrictions/conservation easements as well as on the plat if the project will be platted. Restrictions for use of the conservation/common areas shall stipulate:

The wetland and upland preservation areas are hereby dedicated as conservation and common areas. The conservation/common areas shall be the perpetual responsibility of the Heritage Bay Community Association, Inc. and may in no way be altered from their natural or permitted state as documented in the permit file, with the exception of permitted restoration activities. Activities prohibited within the conservation areas include, but are not limited to: construction or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic/nuisance vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Copies of recorded documents shall be submitted to the District's Environmental

pg 8 of 32

OR: 3968 PG: 4067

Resource Compliance staff concurrently with engineering certification of construction completion.

21. A maintenance program shall be implemented for the preserved wetland and upland conservation areas and upland buffers on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas and upland buffers are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas and upland buffers such that exotic/nuisance plant species do not dominate any one section of those areas.
22. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
23. Activities associated with the implementation of the monitoring and maintenance of the conservation areas and upland buffers shall be completed in accordance with the work schedule attached as Exhibit No. 16. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
24. A monitoring program shall be implemented for the preserved wetland and upland conservation areas and upland buffers. Monitoring reports shall include panoramic photographs, water level monitoring, rainfall data and qualitative coverage of exotic and nuisance vegetation for each conservation area. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff.
25. In accordance with the work schedule attached as Exhibit 16, the permittee shall submit two certified copies of the recorded conservation easement for the wetland and upland conservation areas shown of Exhibit 3. The data should also be supplied in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with Exhibit 15. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

26. Approval of this Environmental Resource Permit does not limit the continuation and expansion of the existing earth mining and related processing, asphalt plant, commercial excavation and off-site hauling operations on the property subject to the conditions within this permit, any conditions within the valid Department of Environmental Protection permit and any conditions as part of the local government permit.

OR: 3968 PG: 4068

27. All the required water quality storage and treatment shall be provided in the surface water management system swales, wet detention lakes, and dry detention ponds prior to discharge to the quarry lakes located in Basin B4.

OR: 3968 PG: 4069



**GENERAL CONDITIONS**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation

OR: 3968 PG: 4070



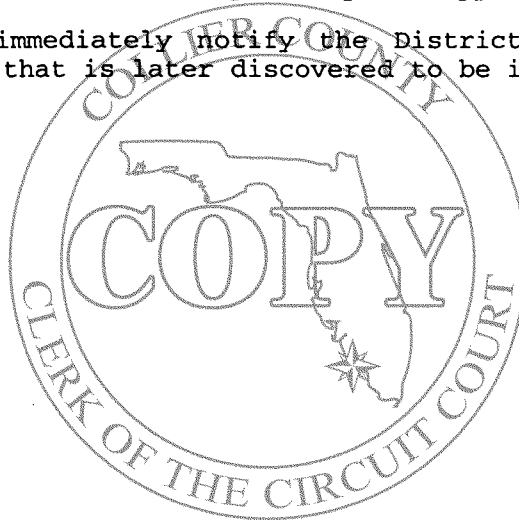
Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the

OR: 3968 PG: 4071

permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.



OR: 3968 PG: 4072

## 40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,

or

2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-91, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4/20/94, 10-3-95

OR: 3968 PG: 4073

pg 14 of 32

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE

PERMIT MODIFICATION NO. 11-02234-P

DATE ISSUED: NOVEMBER 10, 2004



FORM #0157  
Rev. 08/05

PERMITTEE: CENTEX HOMES  
(HERITAGE BAY)  
5801 PELICAN BAY BLVD SUITE 600.  
NAPLES, FL 34103

BAYVEST LLC  
(HERITAGE BAY)  
10481 SIX MILE CYPRESS PKWY SUITE 100.  
FORT MYERS, FL 33912

ORIGINAL PERMIT ISSUED: AUGUST 13, 2003

ORIGINAL PROJECT DESCRIPTION: AN ERP TO AUTHORIZE CONCEPTUAL APPROVAL OF A 2562.27 ACRE MIXED RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITH GOLF COURSES AND THE CONSTRUCTION AND OPERATION OF A SWM SYSTEM TO SERVE 2367.4 ACRES OF THE DEVELOPMENT. THE SYSTEM DISCHARGES TO THE COCOHATCHEE CANAL.

APPROVED MODIFICATION : CONSTRUCTION AND OPERATION AUTHORIZATION OF A MODIFICATION TO AN ERP FOR A SWM SYSTEM SERVING 2,419.3 ACRES OF THE 2,562.7 ACRE RESIDENTIAL, GOLF COURSE AND COMMERCIAL DEVELOPMENT KNOWN AS HERITAGE BAY INCLUDING THE SWM SYSTEM AND CONCEPTUAL AUTHORIZATION FOR THE REMAINING 143.4 ACRES OF RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITH DISCHARGE INTO WATERS OF THE COCOHATCHEE CANAL.

4074 PROJECT LOCATION: COLLIER COUNTY, SECTION 13,14,23,24 TWP 48S RGE 26E  
PERMIT DURATION: See Special Condition No.1. See attached Rule 40E-4.321, Florida Administrative Code.

OR: 3968 PG: This Permit Modification is approved pursuant to Application No. 040212-21, dated February 10, 2004. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes(F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), F.A.C.

All specifications and special and limiting/general conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and Environmental Resource Permit Staff Review Summary of the Application, including all conditions and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitting activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

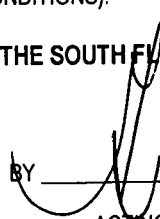
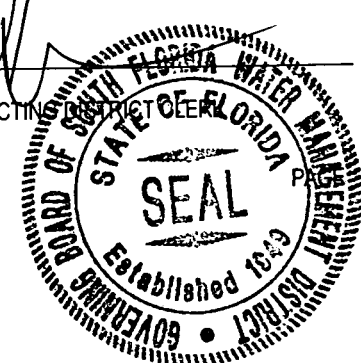
SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

- SEE PAGES 2 - 6 OF 1 (23 SPECIAL CONDITIONS).
- SEE PAGES 7 - 9 OF 1 (19 GENERAL CONDITIONS).

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

FILED WITH THE CLERK OF THE  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON 10-Nov-2004  
BY Elizabeth Vequilla  
DEPUTY CLERK

BY   
ACTING DISTRICT CLERK  


1 OF 1  
Pg 15 of 32

## SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on November 10, 2006.  
The construction phase of this permit shall expire on November 10, 2009.
2. Operation of the surface water management system shall be the responsibility of HERITAGE BAY COMMUNITY 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: 1, Structure: L3L10

1-4' WIDE SHARP CRESTED weir with crest at elev. 14' NGVD.

Receiving body : BASIN 2

Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

Basin: 1, Structure: L5L6

1-4' WIDE SHARP CRESTED weir with crest at elev. 14' NGVD.

Receiving body : BASIN 2

Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

Basin: 2, Structure: L12L20

1-5' WIDE SHARP CRESTED weir with crest at elev. 13.5' NGVD.

Receiving body : BASIN 3

Control elev : 13.5 feet NGVD. /13.5 FEET NGVD DRY SEASON.

Basin: 2, Structure: L6L20

1-5' WIDE SHARP CRESTED weir with crest at elev. 13.5' NGVD.

Receiving body : BASIN 3

Control elev : 13.5 feet NGVD. /13.5 FEET NGVD DRY SEASON.

Basin: 3, Structure: L22L30

1-3' WIDE SHARP CRESTED weir with crest at elev. 13' NGVD.

Receiving body : BASIN 6

Control elev : 13 feet NGVD. /13 FEET NGVD DRY SEASON.

Basin: 3, Structure: L25L30

1-5' WIDE SHARP CRESTED weir with crest at elev. 13' NGVD.

Receiving body : BASIN 6

Control elev : 13 feet NGVD. /13 FEET NGVD DRY SEASON.

Basin: 3, Structure: L27L30

1-5' WIDE SHARP CRESTED weir with crest at elev. 13' NGVD.

Receiving body : BASIN 6

Control elev : 13 feet NGVD. /13 FEET NGVD DRY SEASON.

Basin: 4

1-4' WIDE SHARP CRESTED weir with crest at elev. 12.5' NGVD.

Receiving body : BASIN 6

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

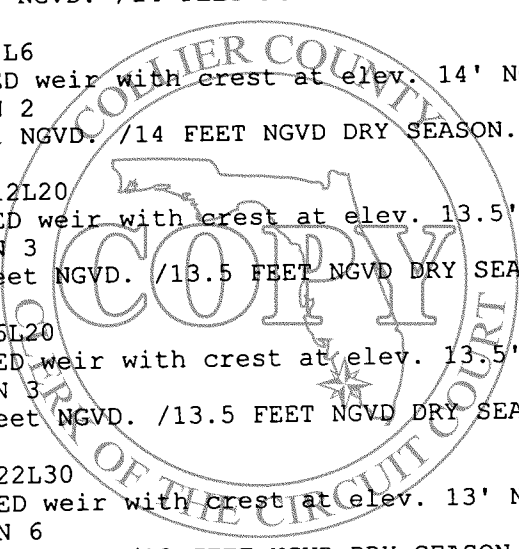
Basin: 5

1-3' WIDE SHARP CRESTED weir with crest at elev. 12.5' NGVD.

Receiving body : BASIN 6

Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

OR: 3968 PG: 4075



pg 16 of 32

Basin: 6, Structure: L30COCO2

1-12' WIDE SHARP CRESTED weir with crest at elev. 12.5' NGVD.  
Receiving body : COCOHATCHEE CANAL  
Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: 6, Structure: L30COCO3

1-5' WIDE SHARP CRESTED weir with crest at elev. 12.5' NGVD.  
Receiving body : COCOHATCHEE CANAL  
Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: 7, Structure: L32L30

1-4.5' WIDE SHARP CRESTED weir with crest at elev. 12.5' NGVD.  
Receiving body : BASIN 6  
Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: 7, Structure: L40L30

1-4.5' WIDE SHARP CRESTED weir with crest at elev. 12.5' NGVD.  
Receiving body : BASIN 6  
Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: 8

1-' DIAMETER SHARP CRESTED weir with crest at elev. ' NGVD.  
1-4.75' W X 1.4' H RECTANGULAR NOTCH with invert at elev. 12.8' NGVD.  
Receiving body : COCOHATCHEE CANAL  
Control elev : 12.8 feet NGVD. /12.8 FEET NGVD DRY SEASON.

Basin: 9

1-3.67' WIDE SHARP CRESTED weir with crest at elev. 14' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: 10, Structure: L52L30

1-5' WIDE SHARP CRESTED weir with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: 10, Structure: L54L30

1-5.5' WIDE SHARP CRESTED weir with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: 11

1-5.5' WIDE SHARP CRESTED weir with crest at elev. 14' NGVD.  
Receiving body : BASIN 6  
Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

Basin: 12, Structure: L61L30

1-5.5' WIDE SHARP CRESTED weir with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

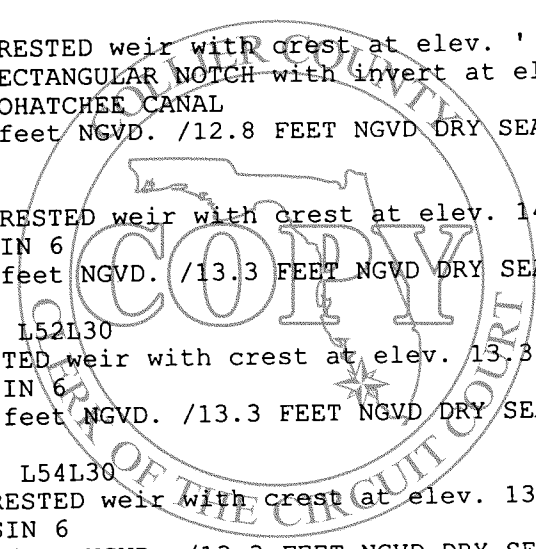
Basin: 12, Structure: L63L30

1-5.5' WIDE SHARP CRESTED weir with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: 13

1-5.5' WIDE SHARP CRESTED weir with crest at elev. 14' NGVD.  
Receiving body : BASIN W2  
Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

OR: 3968 PG: 4076



pg 17 of 32

Basin: W1, Structure: W1L30  
 1-12' WIDE BROAD CRESTED weir with crest at elev. 14.2' NGVD.  
 Receiving body : BASIN 6  
 Control elev : 14.2 feet NGVD. /14.2 FEET NGVD DRY SEASON.

Basin: W1, Structure: W1W2  
 5-1.5' dia. REINFORCED CONCRETE PIPE culverts each ' long.  
 Receiving body : BASIN W2  
 Control elev : 14.2 feet NGVD. /14.2 FEET NGVD DRY SEASON.

Basin: W1, Structure: W1W4  
 1-12' WIDE SHARP CRESTED weir with crest at elev. 14.2' NGVD.  
 Receiving body : BASIN W4  
 Control elev : 14.2 feet NGVD. /14.2 FEET NGVD DRY SEASON.

Basin: W2  
 1-30' WIDE BROAD CRESTED weir with crest at elev. 13.9' NGVD.  
 Receiving body : BASIN 6  
 Control elev : 13.9 feet NGVD. /13.9 FEET NGVD DRY SEASON.

Basin: W3  
 1-20' WIDE BROAD CRESTED weir with crest at elev. 12.9' NGVD.  
 Receiving body : BASIN 8  
 Control elev : 12.9 feet NGVD. /12.9 FEET NGVD DRY SEASON.

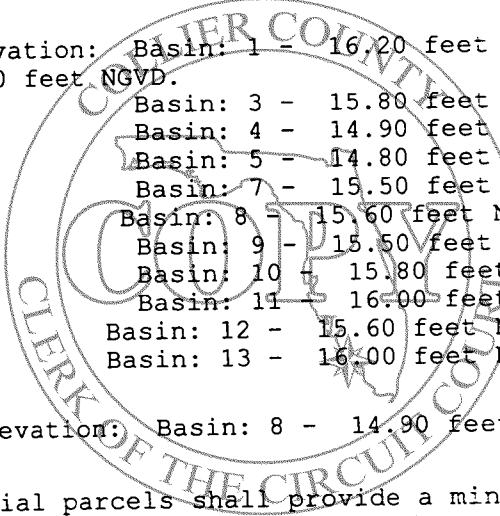
Basin: W4  
 1-3' WIDE SHARP CRESTED weir with crest at elev. 13.4' NGVD.  
 Receiving body : BASIN W3  
 Control elev : 13.4 feet NGVD. /13.4 FEET NGVD DRY SEASON.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.

OR: 3968 PG: 4077

11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
  
12. Minimum building floor elevation:
  - BASIN: 1 - 17.70 feet NGVD.
  - BASIN: 2 - 17.50 feet NGVD.
  - BASIN: 3 - 17.30 feet NGVD.
  - BASIN: 4 - 16.40 feet NGVD.
  - BASIN: 5 - 16.30 feet NGVD.
  - BASIN: 7 - 17.00 feet NGVD.
  - BASIN: 8 - 17.10 feet NGVD.
  - BASIN: 9 - 17.00 feet NGVD.
  - BASIN: 10 - 17.30 feet NGVD.
  - BASIN: 11 - 17.40 feet NGVD.
  - BASIN: 12 - 17.10 feet NGVD.
  - BASIN: 13 - 16.70 feet NGVD.
  
13. Minimum road crown elevation:
  - Basin: 1 - 16.20 feet NGVD.
  - Basin: 2 - 16.00 feet NGVD.
  - Basin: 3 - 15.80 feet NGVD.
  - Basin: 4 - 14.90 feet NGVD.
  - Basin: 5 - 14.80 feet NGVD.
  - Basin: 7 - 15.50 feet NGVD.
  - Basin: 8 - 15.60 feet NGVD.
  - Basin: 9 - 15.50 feet NGVD.
  - Basin: 10 - 15.80 feet NGVD.
  - Basin: 11 - 16.00 feet NGVD.
  - Basin: 12 - 15.60 feet NGVD.
  - Basin: 13 - 16.00 feet NGVD.
  
14. Minimum parking lot elevation: Basin: 8 - 14.90 feet NGVD.
  
15. All commercial/industrial parcels shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system.
  
16. All special conditions and exhibits previously stipulated by permit number 11-02234-P remain in effect unless otherwise revised and shall apply to this modification.
  
17. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measure shall be installed landward of the upland buffer zones around all protected wetlands and shall be properly "trenched" etc, in accordance with Exhibit No. 2.10. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the wetlands and upland buffer zones.
  
18. Silt fencing shall be installed at the limits of construction to protect all of the preserve areas from silt and sediment deposition during the construction of the project. A floating turbidity barrier shall be installed during the construction of the final discharge structure into the adjacent canal/water body. The silt fencing and the turbidity barrier shall be installed in accordance with "Florida Land Development Manual" Chapter 6 "Stormwater and Erosion and Sediment Control Best Management Practices for Developing Areas" and Exhibit No. 2.10.

OR: 3968 PG: 4078



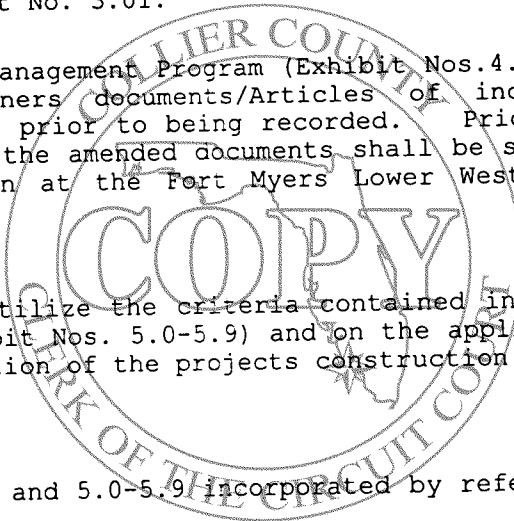
pg 19 of 32



The sediment controls shall be installed prior to the commencement of any clearing or construction and the installation must be inspected by the District's Environmental Resource Compliance staff. The silt fencing and turbidity barriers shall remain in place and be maintained in good functional condition until all adjacent construction activities have been completed and all fill slopes have been stabilized. Upon completion of the project and the stabilization of the fill, the permittee shall contact the District's Environmental Resource Compliance staff to inspect the site and approve the removal of the silt fencing and turbidity barriers.

19. 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 No. 3.0. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
20. A baseline wetland monitoring report for Heritage Bay shall be submitted in accordance with Exhibit No. 3.01.
21. The Urban Stormwater Management Program (Exhibit Nos. 4.0-4.5) shall be included as part of the (Homeowners documents/Articles of incorporation/Property Owners association documents) prior to being recorded. Prior to recording of the Home Association Documents the amended documents shall be submitted to the Enforcement and Compliance section at the Fort Myers Lower West Coast Service Center for approval.
22. The Permittee shall utilize the criteria contained in the Construction Pollution Prevention Plan (Exhibit Nos. 5.0-5.9) and on the applicable approved construction drawings for the duration of the projects construction activities.
23. Exhibits Nos. 4.0-4.5 and 5.0-5.9 incorporated by reference and shall be retained in the permit file

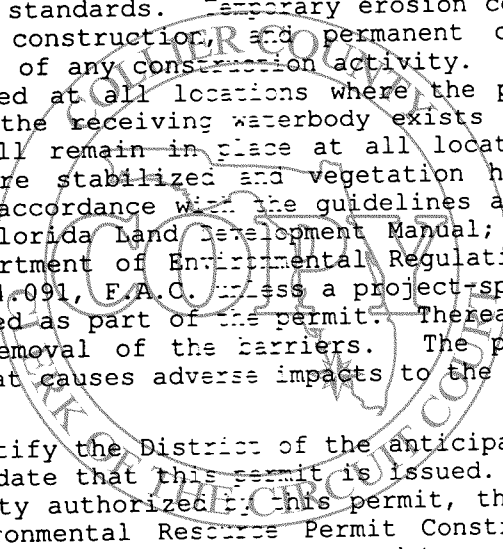
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**GENERAL CONDITIONS**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. Unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved

OR: 3968 PG: 4080



pg 21 of 32

drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.

7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..

pg 22 of 32

OR: 3968 PG: 4081

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

OR: 3968 PG: 4082

pg 23 of 32

## ENVIRONMENTAL RESOURCE PERMIT

CHAPTER 40E-4 (10/95)

## 40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,
- or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law implemented 373.413, 373.416, 373.419, 373.425 F.S. History—New 9-3-91, Amended 1-31-92, 12-1-92, Formerly 16X-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-88, 4/20/94, 10-3-95

pg 24 of 32

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE

PERMIT MODIFICATION NO. 11-02234-P

DATE ISSUED: JULY 13, 2005



FORM #0157  
Rev. 08/95

PERMITTEE: BAYVEST LLC  
(QUARRY THE - BASINS 6, 7, 910, 11 AND 12)  
10481 SIX MILE CYPRESS PKWY.  
FORT MYERS, FL 33912

CENTEX HOMES  
(QUARRY THE - BASINS 6, 7, 910, 11 AND 12)  
5801 PELICAN BAY BLVD SUITE 600.  
NAPLES, FL 34103

ORIGINAL PERMIT ISSUED: AUGUST 13, 2003

ORIGINAL PROJECT DESCRIPTION: AN ERP TO AUTHORIZE CONCEPTUAL APPROVAL OF A 2562.27 ACRE MIXED RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITH GOLF COURSES AND THE CONSTRUCTION AND OPERATION OF A SWM SYSTEM TO SERVE 2367.4 ACRES OF THE DEVELOPMENT. THE SYSTEM DISCHARGES TO THE COCOHATCHEE CANAL.

APPROVED MODIFICATION : CONSTRUCTION AND OPERATION AUTHORIZATION FOR A SURFACE WATER MANAGEMENT SYSTEM SERVING 838.3 ACRES OF A 2562.7 ACRE RESIDENTIAL/COMMERCIAL DEVELOPMENT KNOWN AS THE QUARRY - BASINS 6, 7, 910, 11 AND 12 WITH DISCHARGE INTO GULF OF MEXICO VIA WIGGINS PASS VIA THE COCOHATCHEE CANAL. IN ADDITION, THIS MODIFICATION ALSO INCLUDES CONCEPTUAL AUTHORIZATION FOR THE 52.1 ACRES COMPRISING 4 MULTI FAMILY TRACKS AND THE FUTURE CR 951 ROW.

PROJECT LOCATION: COLLIER COUNTY, SECTION 13,14,23,24 TWP 48S RGE 26E

PERMIT DURATION: See Special Condition No.1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit Modification is approved pursuant to Application No. 041201-9, dated November 11, 2004. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes(F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b). F.S. or as otherwise stated herein.

This Permit Modification may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), F.A.C.

All specifications and special and limiting/general conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and Environmental Resource Permit Staff Review Summary of the Application, including all conditions and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitting activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

- SEE PAGES 2 - 4 OF 1 (15 SPECIAL CONDITIONS).
- SEE PAGES 5 - 7 OF 1 (19 GENERAL CONDITIONS).

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON July 13, 2005  
BY [Signature]  
DEPUTY CLERK

**SPECIAL CONDITIONS**

1. The conceptual phase of this permit shall expire on July 13, 2007.  
The construction phase of this permit shall expire on July 13, 2010.
2. Operation of the surface water management system shall be the responsibility of HERITAGE BAY COMMUNITY ASSOCIATION, INC.
3. Discharge Facilities:

Basin: BASIN 6, Structure: L30COC02  
1-16' WIDE RECTANGULAR NOTCH weir with crest at elev. 12.5' NGVD.  
Receiving body : COCOHATCHEE CANAL  
Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: BASIN 6, Structure: L30COC03  
1-5' WIDE RECTANGULAR NOTCH weir with crest at elev. 12.5' NGVD.  
Receiving body : COCOHATCHEE CANAL  
Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: BASIN 7, Structure: L32L30  
1-4.5' W X 4.5' L drop inlet with crest at elev. 12.5' NGVD.  
Receiving body : BASIN 6  
Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: BASIN 7, Structure: L40L30  
1-4' W X 4' L drop inlet with crest at elev. 12.5' NGVD.  
Receiving body : BASIN 6  
Control elev : 12.5 feet NGVD. /12.5 FEET NGVD DRY SEASON.

Basin: BASIN 910, Structure: L50L30  
1-5.5' W X 5.5' L drop inlet with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: BASIN 910, Structure: L54L30-1  
1-5' W X 5' L drop inlet with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

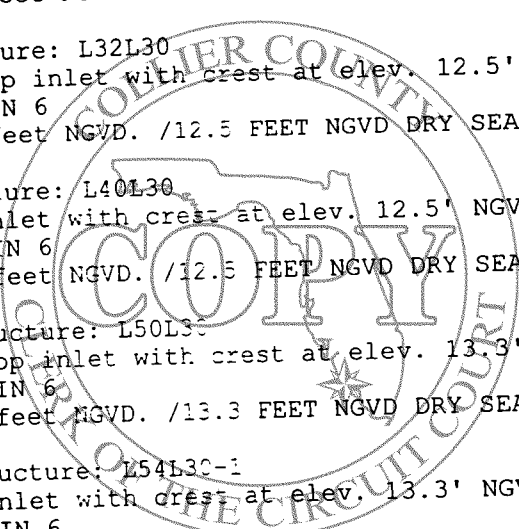
Basin: BASIN 910, Structure: L54L30-2  
1-5' W X 5' L drop inlet with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: BASIN 910, Structure: L55L30  
1-6' W X 6' L drop inlet with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: BASIN 910, Structure: L56L30  
1-4.5' W X 4.5' L drop inlet with crest at elev. 13.3' NGVD.  
Receiving body : BASIN 6  
Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: BASIN 11, Structure: L58L30  
1-5.5' W X 5.5' L drop inlet with crest at elev. 14' NGVD.  
Receiving body : BASIN 6  
Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

OR: 3968 PG: 4085



pg 26 of 32

Basin: BASIN 11, Structure: L59L30  
 1-4.5' W X 4.5' L drop inlet with crest at elev. 14' NGVD.  
 Receiving body : BASIN 6  
 Control elev : 14 feet NGVD. /14 FEET NGVD DRY SEASON.

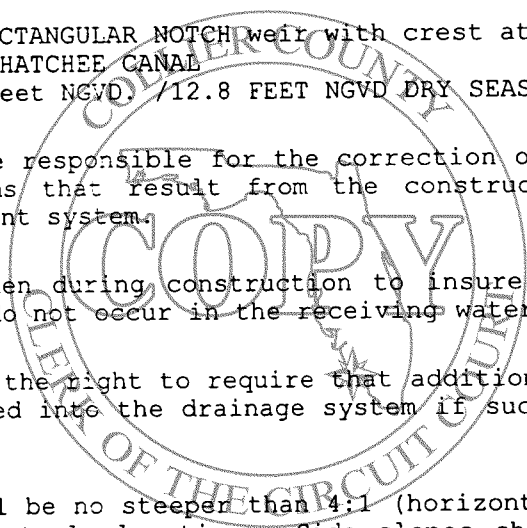
Basin: BASIN 12, Structure: L60L30  
 1-5' W X 5' L drop inlet with crest at elev. 13.3' NGVD.  
 Receiving body : BASIN 6  
 Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: BASIN 12, Structure: L63L30-1  
 1-5.5' W X 5.5' L drop inlet with crest at elev. 13.3' NGVD.  
 Receiving body : BASIN 6  
 Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: BASIN 12, Structure: L63L30-2  
 1-5.5' W X 5.5' L drop inlet with crest at elev. 13.3' NGVD.  
 Receiving body : BASIN 6  
 Control elev : 13.3 feet NGVD. /13.3 FEET NGVD DRY SEASON.

Basin: BASIN 8  
 1-4.75' W X 2.7' H RECTANGULAR NOTCH well with crest at elev. 12.8' NGVD.  
 Receiving body : COCOHATCHEE CANAL  
 Control elev : 12.8 feet NGVD. /12.8 FEET NGVD DRY SEASON.

OR: 3968 PG: 4086



4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the

pg 27 of 32



completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.

12. Minimum building floor elevation: BASIN:

- BASIN 6 - 16.30 feet NGVD.
- BASIN 7 - 17.00 feet NGVD.
- BASIN 910 - 17.10 feet NGVD.
- BASIN 11 - 17.40 feet NGVD.
- BASIN 12 - 16.70 feet NGVD.

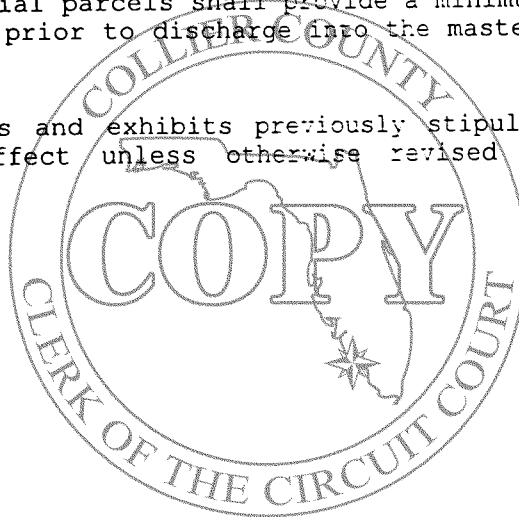
13. Minimum road crown elevation: Basin:

- BASIN 6 - 14.80 feet NGVD.
- BASIN 7 - 15.50 feet NGVD.
- BASIN 910 - 15.60 feet NGVD.
- BASIN 11 - 16.00 feet NGVD.
- BASIN 12 - 16.00 feet NGVD.

14. All commercial/industrial parcels shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system.

15. All special conditions and exhibits previously stipulated by permit number 11-02234-P remain in effect unless otherwise revised and shall apply to this modification.

OR: 3968 PG: 4087



**GENERAL CONDITIONS**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved

OR: 3968 PG: 4088

pg 29 of 32

drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.

OR: 3968 PG: 4089

7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..

pg 30 of 32

OR: 3968 PG: 4090

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

## ENVIRONMENTAL RESOURCE PERMIT

## CHAPTER 40E-4 (10/95)

## 40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,

or

2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4/20/94, 10-3-95

EXHIBIT "F"

Those certain Lakes identified as Tracts RL on the Site Plan for Heritage Bay attached hereto as part of Exhibit "F" and incorporated herein by this reference.



pg 1 of 2



**EXHIBIT "G"****THE QUARRY  
RECREATIONAL LAKES & DOCKS  
USE REGULATIONS**

Residents of The Quarry enjoy access to freshwater lakes ("Recreational Lakes") through their membership in The Quarry Community Association, Inc. ("Community Association"). In order to provide for the safe and enjoyable use of the Recreational Lakes, the Community Association has developed the following rules and regulations ("Rules") concerning use of the Recreational Lakes. All references to Owners in these Rules shall also include tenants or lessees.

**A. Hours of Operation:**

Watercraft may operate in the Recreational Lakes one-half hour after sunrise to one-half hour prior to sunset.

**B. Watercraft Restrictions:**

Use of the Recreational Lakes for boating is permitted but limited to the following types of Watercraft:

1. All Watercraft 26 feet or less in length overall including all accessories and/or appurtenances, unless approved by the Community Association.
2. Ski boats and boats used or useable for towing skiers approved by the American Water Ski Association ("AWSA").
3. Other motorboats, not used for skiing or tubing, with a 40 horsepower limitation unless approved by the Community Association.
4. Canoes, Paddleboats and Windsurfers, Kayaks and Sailboats.
5. All personal Watercraft shall have four stroke cycle engines, all outboards will be four stroke cycle engines, all other Watercrafts will either be approved by the AWSA or the engine exhaust will be through the water or have suitable sound dampening systems to reduce noise levels to an acceptable level.

**C. Designated Areas:**

Watercraft operation shall be disallowed or restricted to idle speed in the following areas:

1. Disallowed in designated swimming areas as specified by the Community Association.
2. Disallowed within 100 feet of the shoreline except for access to/from lake, however, idle speed must be observed within 200 feet of the shoreline.



Additional idle and no wake zones may be established as necessary to protect swimmers or for other safety reasons.

D. Water Quality:

The water quality of the Recreational Lakes is monitored by the Community Association and its results are reported on a periodic basis to South Florida Water Management District and Collier County. No litter, debris or other contaminants may be deposited into the Recreational Lakes.

E. Docks:

Specifications for Docks to be constructed for Owners who have rights to construct such docks are subject to Community Association approval. All Docks will be constructed by contractors approved by the Community Association.

F. Owners' Use:

1. Only Watercraft properly registered to Owners and those Watercraft owned and maintained by the Community Association or its approved vendors, if any, are allowed on the Recreational Lakes.
2. All Coast Guard regulations concerning safe boating must be followed. Life jackets are required for all Watercraft occupants.
3. Owners are solely responsible for the proper mooring of their Watercraft and are required to maintain mooring lines in good condition and sufficiently strong to secure their Watercraft at all times. All mooring lines shall be kept on the Watercraft when not in use. Any special mooring rules or procedures issued by the Community Association shall be complied with at all times. If an Owner does not properly moor his or her Watercraft and the Community Association must secure it, the Community Association may charge such Owner for all costs associated with securing such Watercraft. No Owner shall utilize metal mooring line chains for mooring of a Watercraft.
4. An Owner shall not permit or suffer anything to be done or kept in his or her Dock or Watercraft which will: (i) increase the insurance rates on the Common Area (as defined in the Declaration of Covenants, Conditions and Restrictions for The Quarry [the "Declaration"]); (ii) obstruct or interfere with the rights of other Owners or the Community Association; or (iii) annoy other Owners by unreasonable noises or otherwise. An Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Watercraft, on the Dock or on the Common Area.
5. An Owner (with the exception of Developer, for so long as Developer is an Owner) shall show no sign, advertisement or notice of any type (except for

lettering, registration numbers, flags and other displays customarily found on recreational watercraft) on the Common Area or in or upon his or her Dock or Watercraft so as to be visible from the Common Area, another Lot, or any public way, except as may be previously and specifically approved in writing by the Board of Directors of the Community Association ("Board"). Included in the foregoing prohibition are "For Sale" signs. Developer specifically reserves the right to place and maintain identifying or informational signs on the Common Areas as well as any signs in connection with its sales activities.

6. An Owner is permitted to temporarily keep a domestic pet on his or her Watercraft or on his or her Dock; provided, however, that no Owner shall board or otherwise permanently keep a domestic pet on a Watercraft or any portion of the Common Area without the prior written permission of the Community Association. Such permission in one instance shall not be deemed to constitute blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Community Association. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Watercraft. No pet shall be kept tied on a Watercraft, on a Dock or on the Common Area, unless someone is present in the Watercraft or on the Dock or Common Area. An Owner shall immediately pick up and remove any solid waste deposited by his or her pet. The Owner shall indemnify the Community Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Recreational Lakes. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner of the pet must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Community Association, will be required to permanently remove the animal from the Recreational Lakes or Docks. No birds or exotic pets such as snakes and reptiles shall be permitted on any portion of the Recreational Lakes. The Community Association may promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.
7. No clothesline or other similar device shall be allowed in any portion of the Common Area or Docks. Clotheslines in or on a Watercraft shall be concealed from view from all portions of The Quarry Community.
8. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Docks. This Paragraph shall not apply to Developer nor shall it apply to electronic devices on Watercraft used exclusively for the Watercraft.

9. The Docks shall be used solely and exclusively for Watercraft mooring and for no other purposes whatsoever. Only pleasure and leisure Watercraft, which have been inspected and approved by the Community Association, in seaworthy condition and under their own power may be moored at the Docks. All operators of Watercraft shall observe all posted speed limits and other rules and all "rules of the road" when on the Recreational Lakes and shall be responsible for the safe speed and handling of Watercraft operating on the Recreational Lakes. The Recreational Lakes maintain "no wake" zones that must be observed at all times. Watercraft shall at all times comply, and be operated in compliance, with all applicable Community Association, city, county, state and federal laws, rules and regulations pertaining to the operation and storage of Watercraft.
10. Watercraft operated inside the Recreational Lakes shall be properly equipped with navigational lights and shall be operated in accordance with all applicable international, federal and state rules and regulations pertaining to the operation of Watercraft.
11. No Watercraft shall be permitted to moor in a parallel manner at a Dock(s) unless such Watercraft can be moored in a manner which leaves two and one-half (2-1/2) feet of clearance between an adjacent Watercraft (including, but not limited to, any appurtenances thereto) and shall not extend beyond the end of the Dock.
12. During hurricanes and other high velocity wind threats, each Owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Community Association or any other applicable agency or the County. If any Owner's Watercraft sinks as a result of a storm, or for any other reason, the Owner must remove the sunken Watercraft from the Recreational Lakes immediately after the occurrence of such event and, if not so removed within three (3) days after the sinking, the Community Association may (but shall not be obligated to) remove same and impose a special assessment in the manner provided for in the Declaration against the Owner for the cost of said removal. Each Owner shall be deemed to automatically agree to indemnify and hold harmless the Community Association, its agents, employees and designees from any and all loss, expense or damage incurred in connection with the exercise or non-exercise of the Community Association's rights under this Paragraph 12 including, but not limited to, any expense or damage caused by exercise of its rights with regard to a Watercraft or a lessee or invitee of an Owner. If an Owner plans to be absent during the hurricane season, such Owner must: (i) prepare his or her Dock and secure or remove, as appropriate, his or her Watercraft prior to his or her departure in accordance with the standards established by the U.S. Coast Guard, or any other governmental or quasi-governmental entity having jurisdiction, and/or the Board (or in the absence thereof, with all due care); and, if his or her Watercraft is not removed, such

Owner must: (ii) designate a responsible firm or individual to care for his or her Dock and Watercraft or remove his or her Watercraft should there be a hurricane or other storm requiring such removal in accordance with the foregoing, and provide such firm or individual with keys to his or her Watercraft, and furnish the Community Association with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Community Association. The Owner shall be liable for any and all damages caused to the Common Area, Dock(s), Watercraft(s) or other property of other Owners, or family members, guests, invitees and lessees of such Owner for such Owner's (or his or her family members, guests, invitees and lessees) improper preparation or failure of removal, as the case may be, of his or her Dock and Watercraft, as applicable, for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Community Association may also levy fines in accordance with the applicable rules and regulations, if any, if the Owner or family members, guests, invitees and lessees of the Owner fails to abide by the provisions of this Paragraph. Notwithstanding the right of the Community Association to enforce the foregoing requirements, the Community Association shall not be liable to any Owner or other person or entity for any damage to persons or property caused by an Owner's failure to comply with such requirements.

13. No nuisances shall be allowed in the Recreational Lakes, nor shall any use be allowed which is an unreasonable source of annoyance to other Owners or which interferes with the peaceful and proper use of the Docks as a mooring facility. No activity shall be allowed on the Recreational Lakes or Docks which is an unreasonable source of noise, including but not limited to, loud generators, televisions and radios.
14. No improper, offensive, hazardous or unlawful use shall be made of the Recreational Lakes or Docks or any part thereof, and all laws, zoning ordinances and regulations of all governmental or quasi-governmental authorities having jurisdiction thereover shall be observed.
15. No Owner shall erect or maintain any fence or other barrier, or other structure or improvement on any portion of the Recreational Lakes. No Owner shall keep or store any gear or equipment or other items on a Dock, except enclosed in a "dock storage box". The size and style of such Dock Storage Box must be approved by the Community Association. Each Dock is permitted to have one (1) Dock Storage Box. Without limiting the generality of the foregoing, this restriction shall not apply to steps or ladders attached to the edge of docks in order to board Watercraft, provided such steps and ladders do not interfere with the use of the other Owners of their Docks. Notwithstanding the foregoing, no flammable, combustible or explosive fluids, chemicals or substances (other than fuel and oil in a Watercraft's engine system) shall be kept in any dock storage box or within the Recreational Lakes or Docks; provided, however, that solvents and

cleaning substances may be kept in dock storage boxes, if stored in a safe manner and in accordance with applicable fire codes and insurance requirements.

16. No open fires shall be permitted on any Watercraft, Dock, or anywhere within the Recreational Lakes, except in marina-safe grills and other devices which may be approved for such use by the Board, and no charcoal, starting fluids or similarly used substances shall be kept in any portion of the Recreational Lakes or Docks except with a device which has received the prior written approval of the Community Association.
17. No fish or other marine life of any kind shall be removed from the Recreational Lakes. The dumping of fish remains on the Recreational Lakes or into the waters of or adjacent to the Recreational Lakes is strictly prohibited. Fishing in the Recreational Lakes is on a "catch and release" basis only. All tackle, lines, or lures must be removed from the fish and the fish is to be returned to the water. Anyone fishing must be licensed to do so as may be required by the State of County.
18. The Community Association shall have the right to inspect any Watercraft in the Recreational Lakes to determine its seaworthiness, appearance, cleanliness and compliance with the Community Association Documents and all applicable city, County, U.S. Coast Guard, state and federal fire, safety and other regulations. All Watercraft must be able to operate on their own power. The Community Association shall have the right (but shall not be required) to remove any Watercraft from the Recreational Lakes which fails to comply with said regulations. Each Owner shall be deemed to automatically agree to indemnify and hold harmless the Community Association, its agents, employees and designees from and against any and all loss, expense damage incurred in connection with the exercise or non-exercise of the Community Association's right hereunder.
19. Only the Developer or the Community Association may conduct any dredging operations within the Recreational Lakes.
20. No improvement of any nature shall be erected, placed or altered on the Recreational Lakes including, but not limited to, any water areas therein, except by Developer. Any change in the appearance of any piling, pier or bulkhead or other structure or improvements, shall be accomplished only by the Community Association. The Community Association shall have the power to promulgate additional rules and regulations in such regard as it deems necessary to carry out the provisions and intent of the Declaration and these Rules. Without limiting the generality of language previously set forth in this Paragraph 20, the foregoing provisions shall not be applicable to Developer or to construction, sales, management or other activities conducted by Developer.

21. No Watercraft shall be stored or parked on any portion of the Recreational Lakes, except that each Owner may moor a Watercraft(s) at his or her Dock. Any Watercraft moored, parked or stored in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted and in accordance with applicable laws and ordinances may be removed by the Community Association (but the Community Association shall not be required to do so) at the sole expense of the owner of such Watercraft. The Community Association shall not be liable to the Owner for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such lawful removal.
22. Each Owner shall regularly pick up all garbage, trash, refuse, rubbish or oil around his or her Dock and no garbage, refuse, trash or rubbish shall be deposited except in trash cans as permitted by the Community Association. The requirements of the applicable jurisdiction or entity for disposal or collection of solid waste shall be followed. The equipment, trash bins or trash cans for the storage or disposal of such material shall be provided by the Community Association at a location designated by the Board. There shall be a separate trash area for Owners and occupants of Docks located at the Beach Club or docks within a dockaminium. Owners of Docks shall only use the designated trash area. The Community Association shall be responsible for keeping the equipment in a clean and sanitary condition and for disposing of all garbage, refuse, trash or rubbish in compliance with all applicable governmental requirements. The costs of the foregoing shall be a Common Expense.
23. The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited within the Recreational Lakes and Docks; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by an Owner in connection with the operation of his or her Watercraft. The Community Association shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material within the Recreational Lakes and Docks. Each Owner shall ensure that any bilge water pumped into the waters of the Community does not contain any petroleum or other hazardous or toxic materials. For purposes of this Paragraph, hazardous or toxic materials shall be defined by Federal, Florida or common law. Each Owner shall indemnify, defend and save Developer and the Community Association harmless from and against any damages, claims and liability resulting from or arising out of the violation of any of the requirements of this Paragraph by such Owner. All expenses incurred by Developer or the Community Association in connection with compliance with all environmental and related laws shall be a Common Expense, subject to the foregoing indemnification.
24. Each Watercraft must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. No Watercraft shall be

deemed to be in compliance with this Paragraph if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. The Community Association shall have the right to board a Watercraft upon reasonable notice to inspect same for compliance with this Paragraph. Each Owner of a Watercraft, as often as necessary, shall be responsible for pumping out and discharging all sewage contained in such holding tank into the on-site sanitary sewer system (pump-out station), if any, located at the Beach Club or other similar facility, as the case may be. In no event whatsoever may the owner of a Watercraft discharge untreated sewage or any other substance (other than the bilge water) into the waters of the Recreational Lakes. Specifically prohibited shall be any discharges of oils or greases associated with engine and hydraulic repairs, and the discharge and release of metal-based bottom paints associated with hull scraping, cleaning and painting.

25. No children under the age of twelve (12) years of age are allowed within the Recreational Lakes unless accompanied by an adult.
26. No boarding of Watercraft within the Recreational Lakes is permitted without the permission of the Owner thereof except as provided herein or in case of emergency in which case the Community Association and its agents can board the Watercraft.
27. Water levels in the channels leading into the Recreational Lakes may decline significantly at certain times. Owners, family members, guests, invitees and lessees assume all risks created by such fluctuations in water levels.
28. Each Owner shall file with the Community Association information, as deemed necessary by the Board, on personnel attending to the Watercraft. An Owner is responsible and liable for acts and omissions of such persons and shall cause any such persons violating the Declaration or these Rules to be removed from and prohibited from returning to The Quarry Community.
29. The Community Association shall not be liable for loss of or damage to any property left or stored by an Owner, its lessees and invitees or owner of a Watercraft, a Dock or any other person in or upon the Watercraft or the Recreational Lakes. All Owners, their lessees and invitees or owner of a Watercraft shall be deemed to automatically agree to indemnify and hold harmless the Community Association, its agents, employees and designees from and against any and all loss, expense or damage incurred in connection with any such claims.
30. All Owners and owners of Watercraft shall carry adequate hull, fire, theft and liability insurance on their Watercraft.

31. Maintenance or repair activities requiring removal of a Watercraft from the water or removal of any major portions of the Watercraft, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited, except where removal is necessitated by emergency conditions which have resulted or can result in the sinking of a Watercraft. Specifically prohibited shall be any discharges of oils or greases associated with engine and hydraulic repairs, and the discharge and release of metal-based bottom paints associated with hull scraping, cleaning and painting. Minor repairs and Watercraft maintenance such as cleaning above the gunnel line and limited bright work, which shall be performed so as to minimize any disturbance to other Owners and their Watercraft and that cannot cause or contribute to the release of water pollutants, shall be permitted. The Board's decision shall be final as to what constitutes a "major" or a "minor" repair.
32. Only one (1) primary Watercraft may be kept at each single-family Dock, and the "dockominium" Docks will be limited to one (1) Watercraft OR two (2) personal Watercraft. Additional Watercraft beyond these limits must be approved by the Community Association.
33. Each Owner shall be held responsible for the actions of his or her family members, guests, invitees and lessees. Each Owner is responsible for notifying their family members, guests, invitees and lessees of these Rules.
34. Grilling or barbecuing shall be only permitted in those areas designated by the Community Association.
35. Only Quarry Owners may use the Recreational Lakes unattended. Guests must be supervised at all times by the Owner. Owners may have a reasonable number of guests with them while they are using the Recreational Lakes, so long as the presence of such guests does not result in inconvenience to any other Owner.
36. Only Watercraft titled to and owned by Owners are allowed on the Recreational Lakes.
37. Fishing in the Recreational Lakes is only permitted outside the swimming and ski areas from watercraft or private boat docks and is on a catch and release basis only. Anyone fishing must be licensed to do so as may be required by the State or County.
38. Swimming in the Recreational Lakes is permitted only in the areas designated as swimming areas by the Community Association.
39. All Watercraft must operate at idle speed under the following conditions:



- a. Within the Idle Zone of 200 feet of any shoreline or other designated areas;
  - b. Around sailboats, row boats, kayaks, canoes and other unpowered watercraft and swimmers; and
  - c. Ordinary courtesy and the "rules for the road" for safe boating operation must be followed.
40. The maximum speed anywhere on the Recreational Lakes is forty (40) mph.
  41. Any Watercraft operated on the Recreational Lakes must have a four (4) stroke marine engine with an adequate factory muffler and must operate quietly without any gas or oil pollution
  42. All Watercraft using the Recreational Lakes must be registered with the Community Association and must have a decal. Decals will be issued by the Lake Committee (to be established by the Community Association) to Owners for placement on the port side of the Watercraft owned by Owners. In order to obtain a decal, the Owner must present proof of ownership of a Home at The Quarry and a valid, current registration or other proof of ownership of the Watercraft on which the decal is to be placed. Decals will not be issued for Watercraft that are not owned in the name of the actual Owner.
  43. Haul outs or launching of Watercraft will only be made from a specific and designated launch/ramp area designated by the Community Association.
  44. Watercraft shall not be anchored in the Recreational Lakes overnight, but may be moored to Docks overnight.
  45. Watercraft shall not be used as overnight accommodations.
  46. Any Watercraft used in the Recreational Lakes shall be maintained in good condition and good appearance, with the Community Association having sole determination of condition and appearance.
  47. Any violation of these Rules or any unsafe boating practices may result in termination of the privilege to use the Recreational Lakes by the Owner, family members, guests, invitees and lessees, or all.
  48. The procedure for enforcing these Rules shall be as follows:

- a. First Offense (1st Notice)

When the Community Association becomes aware of noncompliance of a rule or regulation by an Owner, family member, guest, invitee or lessee,

it shall send a certified letter to the Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with these Rules will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

b. Second Offense (2nd Notice)

If a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may not exceed the maximum amount permitted. Notice of a second violation shall be sent to the Owner by certified mail.

c. Third Offense (3rd Notice)

If a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine following a determination in accordance with the procedures set forth in these Rules.

d. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied as established by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing.

e. Exemptions

Any Owner may appear before the Community Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

49. Before levying a fine against an Owner for failure to abide by any provision of the Declaration, the Bylaws of the Community Association, or these Rules, the Board shall:

a. Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners ("Enforcement Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:

i. A statement of the date, time and place of the hearing;

- ii. A statement of the provisions of the Declaration, Bylaws or Rules which have allegedly been violated; and
  - iii. A short and plain statement of the matters asserted by the Community Association.
- b. Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Enforcement Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Enforcement Committee. If the Enforcement Committee does not agree with the fine, the fine may not be levied.
50. Any consent or approval given under these Rules by the Community Association shall be revocable at any time by the Board.
51. The Owners should refer to the Occupancy and Use Restrictions contained in Article XIV of the Declaration which are binding upon all Owners.
52. These Rules may be modified, added to or repealed at any time by the Board.

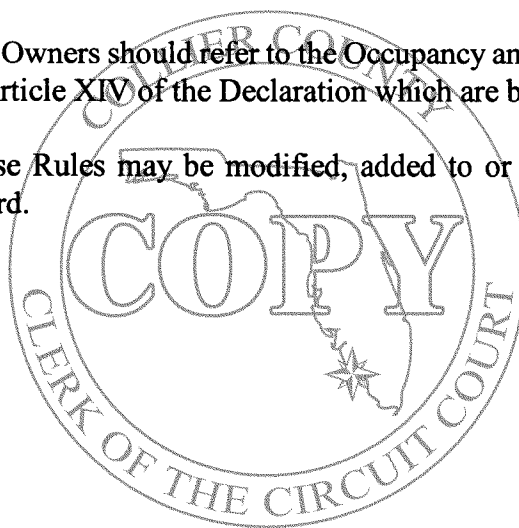


EXHIBIT  
"H"

# State of Florida



## Department of State

I certify from the records of this office that HERITAGE BAY UMBRELLA ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 21, 2005.

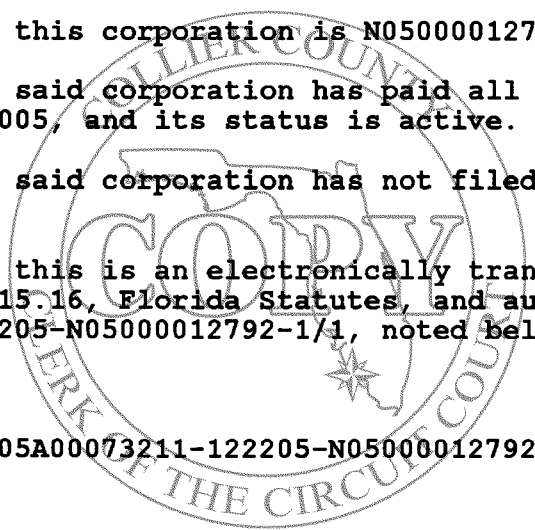
The document number of this corporation is N05000012792.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 705A00073211-122205-N05000012792-1/1, noted below.

Authentication Code: 705A00073211-122205-N05000012792-1/1



OR: 3968 PG: 4106

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-second day of December, 2005



*David E. Mann*  
David E. Mann  
Secretary of State *pg 1 of 8*

# State of Florida



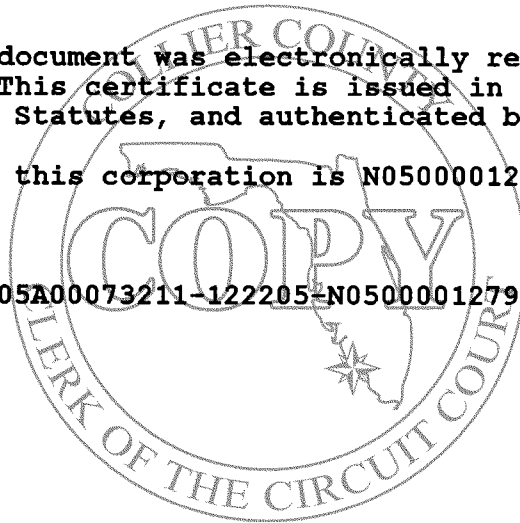
## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HERITAGE BAY UMBRELLA ASSOCIATION, INC., a Florida corporation, filed on December 21, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000289767. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000012792.

Authentication Code: 705A00073211-122205-N05000012792-1/1



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-second day of December, 2005



*David F. Mann*  
David F. Mann  
Secretary of State 2008

OR: 3968 PG: 4107

**ARTICLES OF INCORPORATION  
OF  
HERITAGE BAY UMBRELLA ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I  
NAME AND ADDRESS**

The name of this corporation shall be HERITAGE BAY UMBRELLA ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108. The terms defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay Umbrella Association, Inc. ("Declaration"), are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

**ARTICLE III  
PURPOSES AND POWERS**

This Association will not permit pecuniary gain or profit nor distribution of its income to its Members, Officers or Directors. It is a non-profit corporation formed for the purpose of establishing an owners association which will, subject to a Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay Umbrella Association, Inc. (the "Declaration") to be recorded in the Public Records of Collier County, Florida, have the specific purposes and powers below:

(A) Purposes:

(1) To be and constitute the Association to which reference is made in the Declaration, as amended from time to time, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration, the Bylaws, and as provided by law.

(2) To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to the Land (as defined in the Declaration) under the jurisdiction of this Association through the recorded Declaration.

(B) Powers: The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles and with the Declaration, as may from time to time be amended, including, but not limited to, the power to:

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(1) Fix, levy, collect and enforce payment by any lawful means of all charges, assessments or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property of the corporation;

(2) Enforce any and all covenants, conditions, easements and restrictions applicable to the Common Property (as defined in the Declaration);

(3) Pay taxes, if any, on the Common Property;

(4) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) Dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless at least three-quarters (3/4) of the Board consent to such dedication, sale or transfer;

(6) Purchase policies of insurance upon the Common Property and use the proceeds from policies, if any, to effectuate its purposes;

(7) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, provided that merger, consolidation or annexation shall have the consent of at least three-quarters (3/4) of the Board;

(8) Enter into, make perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other entity or agency, public or private; and

(9) Exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of the Florida Statutes may now have or hereafter have subject always to the Declaration, as amended from time to time.

ARTICLE IV  
MEMBERSHIP AND VOTING

(A) The Association shall be a membership corporation without certificates or shares of stock.

(B) Membership and Voting Rights shall be as follows:

(1) Membership.

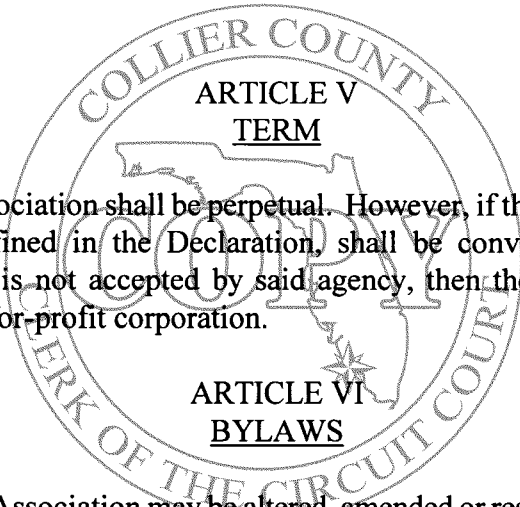
(a) There shall be a total of two (2) Members. Membership shall be appurtenant to and may not be separated from the governance of a Community. Bayvest shall appoint three (3) Directors to the Board of Directors of the Association and Centex shall appoint two (2) Directors to the Board of Directors of the Association. After Centex has acquired all of the Centex Property from Bayvest, Centex shall be entitled to appoint three (3) Directors to the Board and Bayvest shall be entitled to appoint two (2) Directors to the Board.

(b) Each Declarant shall remain a Member until such time as a Community Association is created to govern the Community, and the Declarant assigns and delegates its rights and duties under the Declaration to said Community Association. Thereafter, the Community Association shall replace the applicable Declarant as Member.

(2) Voting.

Members shall have no voting rights. All voting shall be vested in the Board of Directors.

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ARTICLE V  
TERM

The term of the Association shall be perpetual. However, if the Association is dissolved, the Common Property, as defined in the Declaration, shall be conveyed to an appropriate local government agency. If it is not accepted by said agency, then the Common Property must be dedicated to a similar not-for-profit corporation.

ARTICLE VI  
BYLAWS

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

ARTICLE VII  
AMENDMENTS

Amendments to these Articles may be proposed and adopted as provided in Chapters 617 and 720, Florida Statutes, provided that no amendment may be in conflict with the Declaration, and further provided that no amendment shall be effective to impair or dilute any rights of Members that are governed by the Declaration.

ARTICLE VIII  
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected by a Board



consisting of appointees of Owners, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

**ARTICLE IX  
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Dan Halloran
Vice President	Russell Smith
Asst. Secretary	Diana Unsinn
Asst. Secretary	Frank Reynolds
Treasurer	Tom Trongone

**ARTICLE X  
DIRECTORS**

(A) The affairs of the Association will be administered by a Board of Directors consisting of five (5) Directors. There shall be only one (1) vote for each Director. Centex shall be entitled to appoint three (3) Directors to the Board and Bayvest shall be entitled to appoint two (2) Directors to the Board until such time as each creates a Community Association. Thereafter, each Community Association shall be entitled to appoint the same number of Directors (i.e., three [3] from The Quarry Community Association and two [2] from Heritage Bay Community Association).

(B) The names and addresses of the persons who are to serve as Directors on the first Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Dan Halloran	5801 Pelican Bay Boulevard Suite 600 Naples, FL 34108
Diana Unsinn	5801 Pelican Bay Boulevard Suite 600 Naples, FL 34108

OR: 3968 PG: 4111

Tom Trongone 5801 Pelican Bay Boulevard  
Suite 600  
Naples, FL 34108

Russell Smith 10481 Six Mile Cypress Parkway  
Fort Myers, FL 33912

Frank Reynolds 10481 Six Mile Cypress Parkway  
Fort Myers, FL 33912

(C) A Director may be removed from office only by the entity which appointed such Director for any reason deemed to be in the best interests of such Member.

(D) The resignation of a Director, whether or not he or she has been designated by Declarant or a Community Association, or the resignation of an officer of the Association who has been elected by the Board, shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Members or Dwelling Unit Owners had, now have or will have or which any personal representative, successor, heir or assign of the Association or Members or Dwelling Unit Owners hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

(E) The initial officers of the Association shall be appointed by the Board of Directors at an organizational meeting called by a majority of the Directors.

ARTICLE XI  
INITIAL REGISTERED AGENT

The name and address of the initial registered agent and registered office of the Association shall be Timothy J. Ruemler, 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108.

ARTICLE XII  
INDEMNIFICATION

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

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

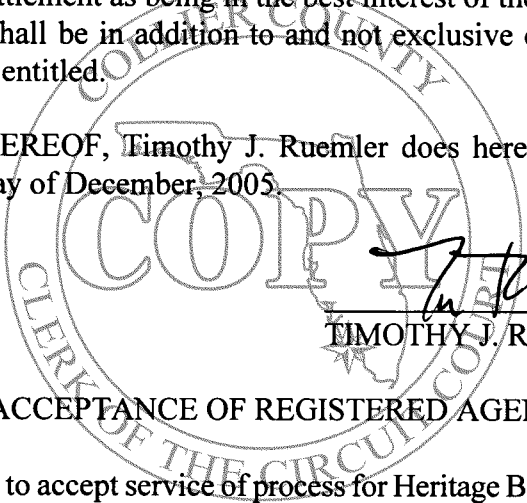
(B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was lawful.

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

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

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

IN WITNESS WHEREOF, Timothy J. Ruemler does hereby execute these Articles of Incorporation this 19th day of December, 2005.



*[Handwritten signature]*

TIMOTHY J. RUEMLER, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Heritage Bay Umbrella Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

*[Handwritten signature]*

TIMOTHY J. RUEMLER, Registered Agent

OR: 3968 PG: 4113

808

**EXHIBIT "I"**  
**BYLAWS**  
**OF**  
**HERITAGE BAY UMBRELLA ASSOCIATION, INC.**

**Section 1. Identification of Association**

These are the Bylaws of Heritage Bay Umbrella Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1. The office of the Association shall be for the present at 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

**Section 2. Explanation of Terminology**

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay Umbrella Association, Inc. ("Declaration"), are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

**Section 3. Membership; Members' Meetings; Voting and Proxies**

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually simultaneously with the annual Board of Directors meeting. ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, hear from each Community as to its selection of its member(s) of the Board (as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Heritage Bay Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

#### Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The designation of Directors shall be conducted in accordance with the Articles.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly selected Board shall be the annual meeting of the Board and at such place and time as shall be fixed by the Directors from time to time.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the Members in accordance with Section 720.303(2) of the Florida Statutes.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. Meetings of the Board shall be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. If a meeting is open, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, no Member shall be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event a Member not serving as a Director or not otherwise invited by the Directors to

participate in a meeting attempts to become more than a mere observer at the meeting or conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with Section 720.303(2) of the Florida Statutes.

#### Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Heritage Bay Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

#### Section 6. Late Fees

A Community Association who fails to timely pay any Assessment shall be charged a late charge of One Hundred Dollars (\$100.00) by the Association for such late Assessment. The delinquent Community Association shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced.

#### Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to

manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," *etc.*, and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Heritage Bay.

## Section 8. Resignations



Any Director or officer may resign his 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 Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

#### Section 9. Accounting Records; Fiscal Management

9.1. The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Community within Heritage Bay which shall designate the name and address of the office thereof, the amount of the Assessment charged to the Community, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated operating expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the operating expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Member shall be given notice to each Dwelling Unit of the Assessments applicable to his or her Community. The copy of the Budget, if requested, shall be deemed furnished and the notice of the Assessment shall be deemed given upon its delivery or upon its being mailed to the Member at its last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for operating expenses which cover more than such calendar year; and (iv) Assessments shall be made annually in amounts equal to the Association's actual out-of-pocket expenses incurred for maintaining the Roadway and Entryway. Notwithstanding the foregoing, the Assessment shall be of sufficient magnitude to ensure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with good accounting practices.

9.4. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for operating expenses which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater operating expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Assessment.

9.5. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.6. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at its last known address shown on the records of the Association.

#### Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Heritage Bay; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Heritage Bay Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Heritage Bay Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

#### Section 12. Amendment of the Bylaws

12.1. These Bylaws may be amended by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws.

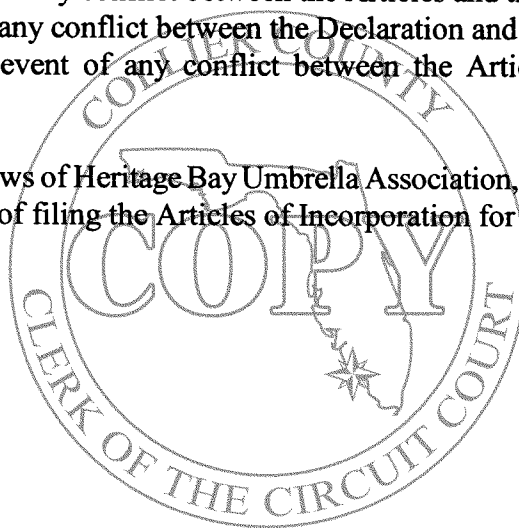
12.2. Notwithstanding the foregoing provisions of this Section 12, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of: (i) a Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Dwelling Unit within its Community; and (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

12.3. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

#### Section 14. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

The foregoing Bylaws of Heritage Bay Umbrella Association, Inc. were adopted by the Board of Directors as of the date of filing the Articles of Incorporation for the Association.



**JOINDER AND CONSENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
HERITAGE BAY**

We, the undersigned, are Owners of property in Heritage Bay Golf and Country Club, as such terms are defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay ("Umbrella Declaration"), to be recorded in the Public Records of Collier County, Florida. At the time we took title to said property said property comprised a portion of the "Bayvest Property" as defined in the Umbrella Declaration. As the Owner(s) of said property, it is necessary for the undersigned to consent to and join in the Umbrella Declaration. Therefore, the undersigned do now hereby join in and consent to said Umbrella Declaration and to all of the terms and provisions thereof.

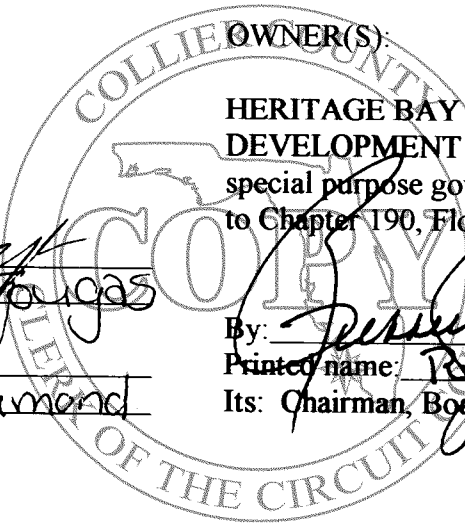
WITNESSES:

OWNER(S):

HERITAGE BAY COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of  
special purpose government established pursuant  
to Chapter 190, Florida Statutes

*[Signature]*  
Print Name: Sylvie Douglas  
*[Signature]*  
Print Name: Joe Diamond

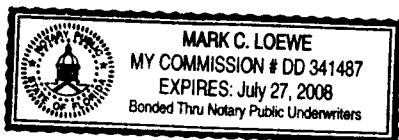
By: *[Signature]*  
Printed name: Russell Smith  
Its: Chairman, Board of Supervisors



(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF ~~LEE~~ )  
                  Collier

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2006, by Russell Smith, as Chairman, Board of Supervisors, of Heritage Bay Community Development District, and who is personally known to me or who has produced FL DRIVERS LIC as identification and who did not take an oath.



*[Signature]*  
Notary Public  
Printed name of Notary Public Mark C. Loewe

My Commission Expires: July 27, 2008

**JOINDER AND CONSENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
HERITAGE BAY**

We, the undersigned, are Owners of property in The Quarry, as such terms are defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay ("Umbrella Declaration"), to be recorded in the Public Records of Collier County, Florida. At the time we took title to said property, said property comprised a portion of the "Centex Property" as defined in the Umbrella Declaration. As the Owner of said property, it is necessary for the undersigned to consent to and join in the Umbrella Declaration. Therefore, the undersigned do now hereby join in and consent to said Umbrella Declaration and to all of the terms and provisions thereof.

WITNESSES:

OWNER(S):

THE QUARRY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

*Dan Halloran*  
Print Name: DAN HALLORAN

By: *[Signature]*  
MICHAEL S. McLEOD,  
Chairman, Board of Supervisors

*Estelle K. Shipp*  
Print Name: ESTELLE K SHIPP

(SEAL)

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF COLLIER     )

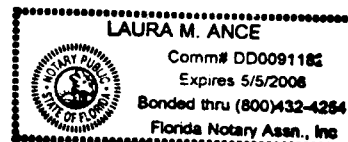
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by MICHAEL S. McLEOD, as Chairman, Board of Supervisors, of The Quarry Community Development District, and who is p personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of January, 2006.

*Laura M. Ance*  
Notary Public

*Laura M. Ance*  
Typed, printed or stamped name of Notary Public

My Commission Expires:





(FOR INDIVIDUALS)

JOINDER AND CONSENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
HERITAGE BAY

We, the undersigned, are the "Lot Owner" of "Lot" 18, Block 1A, in "The Quarry," as such terms are defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay ("Umbrella Declaration"), to be recorded in the Public Records of Collier County, Florida. At the time we took title to said Lot(s), said Lot(s) comprised a portion of the "Centex Property" as defined in the Umbrella Declaration. As the Owner(s) of said Lot(s), it is necessary for the undersigned to consent to and join in the Umbrella Declaration. Therefore, the undersigned do now hereby join in and consent to said Umbrella Declaration and to all of the terms and provisions thereof.

WITNESSES:

OWNER(S):

Kristin M. Irgang  
Print Name: KRISTIN M. IRGANG

By: John G. Panutsos  
Printed name: John G. Panutsos

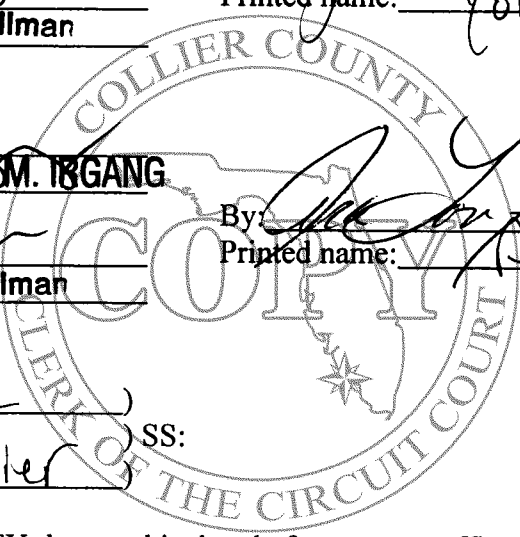
Lynne Tillman  
Print Name: Lynne Tillman

Kristin M. Irgang  
Print Name: KRISTIN M. IRGANG

By: Ara Lou Panutsos  
Printed name: Ara Lou Panutsos

Lynne Tillman  
Print Name: Lynne Tillman

STATE OF FL  
COUNTY OF Collier SS:



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John G. Panutsos, who is/are personally known to me or who has/have produced Ara Lou Panutsos d. license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of Dec, 2005.



Notary Public

Lynne Tillman

Typed, printed or stamped name of Notary Public

My Commission Expires:

(FOR INDIVIDUALS)

JOINDER AND CONSENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HERITAGE BAY

We, the undersigned, are the "Lot Owner" of "Lot" II Phase 1A, Block \_\_\_\_\_, in "The Quarry," as such terms are defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay ("Umbrella Declaration"), to be recorded in the Public Records of Collier County, Florida. At the time we took title to said Lot(s), said Lot(s) comprised a portion of the "Centex Property" as defined in the Umbrella Declaration. As the Owner(s) of said Lot(s), it is necessary for the undersigned to consent to and join in the Umbrella Declaration. Therefore, the undersigned do now hereby join in and consent to said Umbrella Declaration and to all of the terms and provisions thereof.

WITNESSES:

OWNER(S):

Print Name: KRISTIN M. IRGANG

Print Name: Lynne Tillman

Print Name: KRISTIN M. IRGANG

Print Name: Lynne Tillman

By: JACK E. KOVICH Printed name: JACK E. KOVICH

By: ANA KOVICH Printed name: ANA KOVICH

STATE OF Florida ) COUNTY OF Collier )

SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jack Kovich Ana Kovich, who is/are personally known to me or who has/have produced d. tillman as identification.

WITNESS my hand and official seal in the County and State last aforesaid this Dec 28, 2005 day



Lynne Tillman Commission # DD289852 Expires: Feb. 10, 2008 Bonded Thru Atlantic Bonding Co., Inc.

Notary Public Lynne Tillman

Typed, printed or stamped name of Notary Public

My Commission Expires:



(FOR INDIVIDUALS)

JOINDER AND CONSENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
HERITAGE BAY

We, the undersigned, are the "Lot Owner" of "Lot" 14, Block 1A, in "The Quarry," as such terms are defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay ("Umbrella Declaration"), to be recorded in the Public Records of Collier County, Florida. At the time we took title to said Lot(s), said Lot(s) comprised a portion of the "Centex Property" as defined in the Umbrella Declaration. As the Owner(s) of said Lot(s), it is necessary for the undersigned to consent to and join in the Umbrella Declaration. Therefore, the undersigned do now hereby join in and consent to said Umbrella Declaration and to all of the terms and provisions thereof.

WITNESSES:

OWNER(S):

Kristin M. Irigang  
Print Name: KRISTIN M. IRIGANG

Lynne Tillman  
Print Name: Lynne Tillman

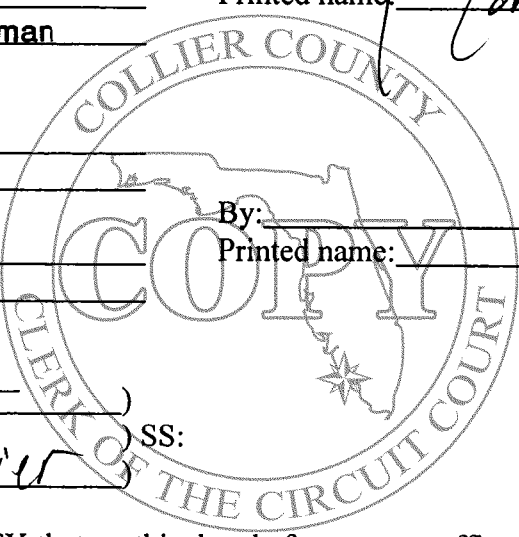
By: [Signature]  
Printed name: John M. Hassig

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_

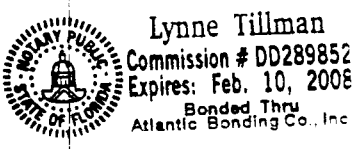
Print Name: \_\_\_\_\_

STATE OF FL  
COUNTY OF Collier SS:



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John M. Hassig, who is/are personally known to me or who has/have produced d. license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of Dec, 2005.



\_\_\_\_\_  
Notary Public  
Lynne Tillman

Typed, printed or stamped name of Notary Public

My Commission Expires:

(FOR INDIVIDUALS)

**JOINDER AND CONSENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
HERITAGE BAY**

We, the undersigned, are the "Lot Owner" of "Lot" 21, Block 1A, in "The Quarry," as such terms are defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay ("Umbrella Declaration"), to be recorded in the Public Records of Collier County, Florida. At the time we took title to said Lot(s), said Lot(s) comprised a portion of the "Centex Property" as defined in the Umbrella Declaration. As the Owner(s) of said Lot(s), it is necessary for the undersigned to consent to and join in the Umbrella Declaration. Therefore, the undersigned do now hereby join in and consent to said Umbrella Declaration and to all of the terms and provisions thereof.

WITNESSES:

OWNER(S):

Kristin M. Bergang  
Print Name: KRISTIN M. BERGANG

By: [Signature]  
Printed name: Mark E. Stout

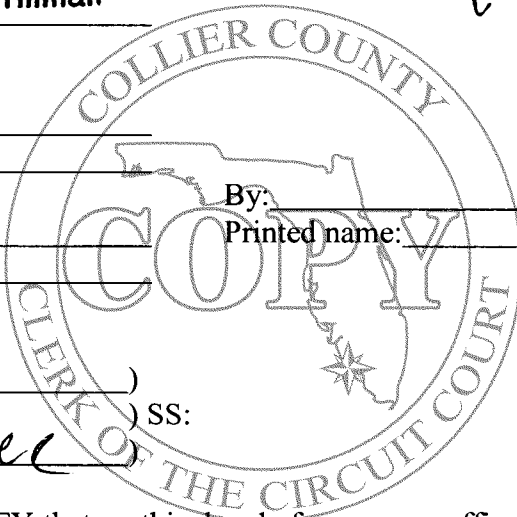
[Signature]  
Print Name: Lynne Tillman

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF Fl  
COUNTY OF Collier ) SS:



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mark E. Stout, who is/are personally known to me or who has/have produced d. license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of Dec, 2005.

[Signature]  
Notary Public



Lynne Tillman  
Commission # DD289852  
Expires: Feb. 10, 2008  
Bonded Thru Atlantic Bonding Co., Inc

Lynne Tillman  
Typed, printed or stamped name of Notary Public

My Commission Expires:

(FOR NON-INDIVIDUALS)

JOINDER AND CONSENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HERITAGE BAY

We, the undersigned, are the "Lot Owner" of "Lot" 11, Block 1A, in "The Quarry," as such terms are defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay ("Umbrella Declaration"), to be recorded in the Public Records of Collier County, Florida. At the time we took title to said Lot(s), said Lot(s) comprised a portion of the "Centex Property" as defined in the Umbrella Declaration. As the Owner(s) of said Lot(s), it is necessary for the undersigned to consent to and join in the Umbrella Declaration. Therefore, the undersigned do now hereby join in and consent to said Umbrella Declaration and to all of the terms and provisions thereof.

WITNESSES:

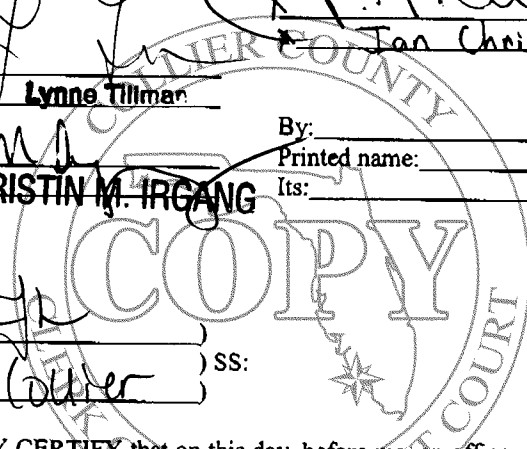
OWNER(S):

[Signature] x [Signature]
Jan Christmas

Print Name: Lynne Tillman

[Signature]
Print Name: KRISTIN M. IRGANG

By:
Printed name:
Its:

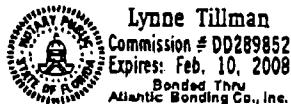


(CORPORATE SEAL)

STATE OF FL
COUNTY OF Collier ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jan Christmas, the [blank] of [blank], a [blank], freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced passport as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of Dec, 2005.



Notary Public

[Signature]
Lynne Tillman

Typed, printed or stamped name of Notary Public

My Commission Expires:

(FOR INDIVIDUALS)

JOINDER AND CONSENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
HERITAGE BAY

We, the undersigned, are the "Lot Owner" of "Lot" 20, Block     , in "The Quarry," as such terms are defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Heritage Bay ("Umbrella Declaration"), to be recorded in the Public Records of Collier County, Florida. At the time we took title to said Lot(s), said Lot(s) comprised a portion of the "Centex Property" as defined in the Umbrella Declaration. As the Owner(s) of said Lot(s), it is necessary for the undersigned to consent to and join in the Umbrella Declaration. Therefore, the undersigned do now hereby join in and consent to said Umbrella Declaration and to all of the terms and provisions thereof.

WITNESSES:

OWNER(S):

Print Name: Lynne Tillman

By: Robert J. Stoltz

Print Name: KRISTIN M. IRGANG

Printed name: ROBERT J. STOLTZ

Print Name: KRISTIN M. IRGANG

By: Alan A. Saltz

Print Name: Lynne Tillman

Printed name: ALAN A. SALTZ

STATE OF FL

Loretta M. Stoltz  
LORETTA M. STOLTZ

COUNTY OF Collier

SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Robert J. Stoltz, Loretta M. Stoltz, and Robert B. Stoltz, who is/are personally known to me or who has/have produced valid photo ID as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, 2008.

Crystal Reyes  
Notary Public

**Crystal Reyes**

Typed, printed or stamped name of Notary Public

My Commission Expires:

