AGENDA

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

Regular Meeting 2024-01
January 3, 2024 - 6:00 PM

City Hall Council Chambers, 120 Malabar Road SE

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ADOPTION OF MINUTES:

1. **Regular Meeting 2023-12, December 6, 2023**

ANNOUNCEMENTS:

NEW BUSINESS:

1. ****FD23-00008 - Bramblewood Townhomes - JWH Holdings, LLC, Chaoyi Wang, President (Kimley-Horn & Associates, Inc. / Rainer Richter, Innovative Nationwide Builders, Inc., Reps.) - A Final Development Plan for a proposed PUD to allow for a 126-unit townhome subdivision to be known as Bramblewood Townhomes. Tract I-6, Bayside Lakes Commercial Center Phase 2, Section 19, Township 29, Range 37, Brevard County, Florida, containing approximately 20.02 acres. Located east of and adjacent to Bramblewood Circle SE, south of Bayside Lakes Boulevard SE**
2. ****FS23-00011 - Lipscomb Street Townhomes - Paul Daly and Don Ballew (reps. Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / Aaron Struckmeyer, Pulte Home Company, LLC / Chris Ossa, P.E. and Kinan Husainy, P.E., Kimley Horn & Associates, Inc.) - A Final Subdivision Plat to allow for a proposed 202-unit townhome development to be known as Lipscomb Street Townhomes. Tracts 6 and 5 of Palm Bay Colony Section 3 and Tracts 4 and 3 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. Located east of and adjacent to Lipscomb Street NE, in the vicinity west of Robert J. Conlan Boulevard NE**
3. **CP23-00020 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Suites & Residences - James Garbarsky, Palm Bay Development Group, LLC (Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / James P. McKnight, Reps.) - A Small-Scale Comprehensive Plan Future Land Use Map Amendment from Commercial to Neighborhood Center. Tracts 1 and 8 of Palm Bay Colony Section 4 and Tracts 1 and 2 of Palm Bay Colony Section 1, all in Section 14, Township 28, Range 37, Brevard**

County, Florida, containing approximately 26.5 acres. Located west of and adjacent to Robert J. Conlan Boulevard NE

4. ****PD23-00008 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Suites & Residences - James Garbarsky, Palm Bay Development Group, LLC (Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / James P. McKnight, Reps.) - A Preliminary Development Plan for a proposed PUD to allow for a mixed-use subdivision containing a 100-room hotel and 294 multi-family units to be known as Palm Bay Suites & Residences. Tracts 1 and 8 of Palm Bay Colony Section 4 and Tracts 1 and 2 of Palm Bay Colony Section 1, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 26.5 acres. Located west of and adjacent to Robert J. Conlan Boulevard NE**

5. ****PD23-00005 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe West - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Preliminary Development Plan for a proposed PUD to allow for a commercial and multi-family subdivision to be known as Palm Bay Pointe West. Tax Parcels 1, 500, 4, 750, 751, and 5, along with Tracts SM-2 and OS1 of Waterstone Plat One P.U.D., all in Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 84.75 acres. Located west of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway**

6. ****FD23-00012 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe West - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Final Development Plan for a proposed PUD to allow for a commercial and multi-family subdivision to be known as Palm Bay Pointe West. Tax Parcels 1, 500, 4, 750, 751, and 5, along with Tracts SM-2 and OS1 of Waterstone Plat One P.U.D., all in Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 84.75 acres. Located west of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway**

7. **CP23-00012 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe West - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Small-Scale Comprehensive Plan Future Land Use Map Amendment from Commercial to Neighborhood Center. Tax Parcels 751 and 1 of Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 28 acres. Located at the northwest corner of Babcock Street SE and St. Johns Heritage Parkway SE**

8. ****PD23-00007 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe East - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Preliminary Development Plan for a proposed PUD to allow for a commercial subdivision to be known as Palm Bay Pointe East. Portions of Lots 12 through 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with portions of Tracts 500, 501, and 752, Section 3, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. Johns Heritage Parkway SE**

9. ****FD23-00010 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe East - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Final Development Plan for a proposed PUD to allow for a commercial subdivision to be known as Palm Bay Pointe East. Portions of Lots 12 through 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with portions of Tracts 500, 501, and 752, Section 3, Township 30, Range 37, Brevard County,**

Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. Johns Heritage Parkway SE

10. **T23-00030 – Fitness Centers Permitted Use - City of Palm Bay (Growth Management Department) - A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.042, 185.043, 185.044, 185.045, and 185.054 to permit fitness centers and other indoor and outdoor health, recreational, and similar facilities for exercise, sports, and other physical activities within the Neighborhood Commercial (NC), Community Commercial (CC), Highway Commercial (HC), Light Industrial (LI), and General Commercial (GC) zoning districts.**

OTHER BUSINESS:

ADJOURNMENT:

If an individual decides to appeal any decision made by the Planning and Zoning Board/Local Planning Agency with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Any aggrieved or adversely affected person desiring to become a party in the quasi-judicial proceeding shall provide written notice to the city clerk which notice shall, at a minimum, set forth the aggrieved or affected person's name, address, and telephone number, indicate how the aggrieved or affected person qualifies as an aggrieved or affected person and indicate whether the aggrieved or affected person is in favor of or opposed to the requested quasi-judicial action. The required notice must be received by the clerk no later than five (5) business days at the close of business, which is 5 p.m., before the hearing. (Section 59.03, Palm Bay Code of Ordinances)

In accordance with the Americans with Disabilities Act, persons needing special accommodations for this meeting shall, at least 48 hours prior to the meeting, contact the Land Development Division at (321) 733-3042 or Florida Relay System at 711.

If you use assistive technology (such as a Braille reader, a screen reader, or TTY) and the format of any material on this website or documents contained therein interferes with your ability to access information, please contact us. To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information. Users who need accessibility assistance can also contact us by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

**Quasi-Judicial Proceeding.

The City of Palm Bay Florida

MEMORANDUM

DATE: January 3, 2024

SUBJECT: Regular Meeting 2023-12, December 6, 2023

ATTACHMENTS:

Description

- **P&Z/LPA Minutes - Regular Meeting 2023-12; December 6, 2023**

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2023-12

Held on Wednesday, December 6, 2023, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

Chairperson Leeta Jordan called the meeting to order at approximately 6:00 p.m.

Vice Chairperson Philip Weinberg led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Leeta Jordan	Present	
VICE CHAIRPERSON:	Philip Weinberg	Present	
MEMBER:	Donald Boerema	Present	
MEMBER:	Robert Good	Present	
MEMBER:	Jeffrey McLeod	Absent	(Excused)
MEMBER:	Randall Olszewski	Present	
MEMBER:	Rainer Warner	Present	
NON-VOTING MEMBER:	David Karaffa (School Board Appointee)	Absent	

CITY STAFF: Present were Ms. Lisa Frazier, AICP, Growth Management Director; Ms. Tania Ramos, Senior Planner; Ms. Kimberly Haigler, GIS Planner; Ms. Chandra Powell, Recording Secretary; Mr. Michael Rodriguez, Chief Deputy City Attorney.

Mr. McLeod's absence was excused.

ADOPTION OF MINUTES:

1. Regular Planning and Zoning Board/Local Planning Agency Meeting 2023-10; October 4, 2023.

   Motion to approve the minutes as presented.

Motion by Mr. Weinberg, seconded by Mr. Boerema. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

ANNOUNCEMENTS:

1. Ms. Jordan addressed the audience on the meeting procedures and explained that the Planning and Zoning Board/Local Planning Agency consists of volunteers who act as an advisory board to the City Council.

OLD/UNFINISHED BUSINESS:

1. ****CU23-00003 – Emerson Plaza - Sunrise Plaza Enterprise, Inc., Nazim Ali, President, (Richard Franzblau, Esq., Rep.) - A Conditional Use to allow retail automotive gas/fuel sales in an NC, Neighborhood Commercial District, in accordance with Section 185.042(D)(1) of the Palm Bay Code of Ordinances. A portion of Tract I, Port Malabar Unit 44, Section 22, Township 28, Range 36, Brevard County, Florida, containing approximately 3 acres. Located at the southwest corner of Glencove Avenue NW and Emerson Drive NW**

   Ms. Ramos presented the staff report for Case CU23-00003. Case CU23-00003 met the minimum requirements for approval of a conditional use.

   Mr. Richard Franzblau, Esq. (representative for the applicant), stated that the project would comply with the required 25-foot rear yard setback.

   Mr. Olszewski asked if there would be companion services like a carwash or an oil change service; if electronic charging stations were planned; and if there would be sidewalk connections. Mr. Franzblau stated that no companion services were planned, but there would be retail and electronic charging stations. He said that there would be a sidewalk connection to the existing Emerson Drive NW and Glencove Avenue NW sidewalks.

   The floor was opened for public comments.

Ms. Liza Santini (resident at Kaslow Circle NW) spoke against the request. She believed Discovery Elementary School students would use the gas station for illegal activity and property values would decline. There would be gas pollution, and trucks in the area at all hours would make it unsafe to walk in the neighborhood.

Ms. Helen Mullis (resident at Kaslo Circle NW) spoke in favor of the request. She stated that the gas station would not necessarily bring illegal activity into the area. The west side of the City was expanding rapidly and would need gas stations as well as other commercial services. She said that the developer was reputable and had produced beautiful and well-maintained projects. A barrier would separate the gas station from area homes, and the school crossing guard would continue to assist the school children.

In response to the comments from the audience, Mr. Asif Khan, Land Marks, LLC (general contractor for the project), concurred that school crossing guards would assist school children and any illegal activity would be handled by law enforcement. The site would be beautifully developed, well lit with 24-hour camera surveillance, and fenced.

The floor was closed for public comments, and there was no correspondence in the file.

Mr. Weinberg noted that the property was already zoned Community Commercial, and the conditional use was only needed to pump gas.

Motion to submit Case CU23-00003 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Good. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

City Council will hear Case CU23-00003 on December 7, 2023.

NEW BUSINESS:

1. ****CU23-00014 - Gettin Crabby - AZAD Business Corp, Azror Ashrapov (Kevin Arbour, Boston & Bailey Corp, Rep.) - A Conditional Use to allow alcohol service at a proposed dining establishment in a BMUV, Bayfront Mixed Use Village District, in accordance with Section 185.053(D)(2) of the Palm Bay Code of Ordinances. Part of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, containing approximately 0.3 acres. Located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE, specifically at 4391 Dixie Highway NE**

   Ms. Haigler presented the staff report for Case CU23-00014. Staff recommended Case CU23-00014 for approval, subject to the staff comments contained in the staff report.

   Mr. Olszewski asked if the requested mixed-use zoning district was the updated mixed-use village designation for the corridor. Ms. Haigler confirmed that this was correct.

   Mr. Kevin Arbour, Boston & Bailey Corp (representative for the request), stated that the plan was to open a restaurant similar to Ozzie's Restaurant that was previously occupied the site. He looked forward to operating a family-friendly restaurant with some low-key entertainment.

   Mr. Warner inquired whether a full bar would be offered. Mr. Arbour confirmed that this was correct.

   The floor was opened and closed for public comments; there were no comments from the audience, and there was one item of correspondence against the request in the file.

   Motion to submit Case CU23-00014 to City Council for approval, subject to the staff comments contained in the staff report.

Mr. Warner stated that the restaurant would be a welcome addition to the Bayfront area.

Motion by Mr. Weinberg, seconded by Mr. Warner. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

City Council will hear Case CU23-00014 on December 7, 2023.

2. ****CU23-00016 - Gettin Crabby - AZAD Business Corp, Azror Ashrapov (Kevin Arbour, Boston & Bailey Corp, Rep.) - A Conditional Use to allow outdoor seating at a proposed dining establishment in a BMUV, Bayfront Mixed Use Village District, in accordance with Section 185.053(D)(3) of the Palm Bay Code of Ordinances. Part of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, containing approximately 0.3 acres. Located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE, specifically at 4391 Dixie Highway NE**

Ms. Haigler presented the staff report for Case CU23-00016. Staff recommended Case CU23-00016 for approval, subject to the staff comments contained in the staff report.

Mr. Kevin Arbour, Boston & Bailey Corp (representative for the request), stated that his comments were the same as presented for Case CU23-00014.

Mr. Olszewski asked if the request would add more outdoor seating than approved for the former Ozzie's Restaurant. Mr. Arbour stated that the outdoor seating would not change.

Mr. Warner asked about plans for future expansion. Mr. Arbour stated that there were no plans for expansion at this time.

The floor was opened and closed for public comments; there were no comments from the audience, and there was one item of correspondence against the request in the file.

Motion to submit Case CU23-00016 to City Council for approval, subject to the staff comments contained in the staff report.

Motion by Mr. Weinberg, seconded by Mr. Boerema. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

City Council will hear Case CU23-00016 on December 7, 2023.

3. **CP23-00017 - Diaz Property - Diaz Treasures, LLC, Ubaldo Diaz, Manager (Tony Masone / Jake Wise, P.E., Construction Engineering Group, Reps.) - A Small-Scale Comprehensive Plan Future Land Use Map Amendment from Residential 1 Unit Per Acre (Brevard County) to Commercial. Tax Parcel 2, Section 5, Township 29, Range 36, Brevard County, Florida, containing approximately 6.00 acres. Located south of and adjacent to W. Malabar Road, in the vicinity south of St. Johns Heritage Parkway NW, and west of Melbourne Tillman Drainage District Canal 7**

Ms. Ramos presented the staff report for Case CP23-00017. Staff recommended Case CP23-00017 for approval.

Mr. Olszewski wanted to know how soon development would commence. He stated that traffic signal and intersection upgrades should first be in place.

Mr. Weinberg asked about the annexation of the subject site. Mr. Rodriguez informed the board that the annexation had occurred at the last City Council meeting.

Mr. Jake Wise, P.E., Construction Engineering Group (representative for the applicant), stated that development of the subject site would include the south expansion of St. Johns Heritage Parkway, which was allowed to occur because of a land swap with the City. He remarked on the Babcock Street SE and St. Johns Heritage Parkway SE traffic signal that would be relocated to the subject intersection. The land use request met the criteria for an amendment, and development was anticipated to begin in six to nine months. He noted that the traffic signal should be installed beforehand and other intersection improvements would be

worked on. A Project Development and Environment (PD&E) Study was being done for Malabar Road and for St. Johns Heritage Parkway to the north.

Mr. Olszewski reiterated his concern with the unfolding of the commercial project without the intersection improvements in place, which he believed were needed before the widening of Malabar Road. He wanted to know if the subject parcel would have development before the south parkway extension occurred with access. Mr. Wise responded by expounding on the traffic enhancements planned for the area and remarked on how the gas station proposed for the subject corner would not be a destination but a complement that benefited the existing passer-by traffic. The traffic improvements were anticipated to be in place before the gas station opened, and there was no end user at this time. He commented that the development of the subject site before the St. Johns Heritage Parkway south extension occurred was possible; however, another development was involved with the extension.

Mr. Weinberg inquired whether the City had already agreed to the 2.77-acre land swap to widen Malabar Road and St. Johns Heritage Parkway. Mr. Wise confirmed that there was an agreement which also included approximately 50 feet of land at the north end of the property.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Mr. Weinberg commented that the gas station planned for the site would serve the neighborhood and would not draw traffic into the area.

Motion to submit Case CP23-00017 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Good.

Mr. Warner stated his appreciation of the information provided regarding the plans for the corridors, which would help the board make informed decisions about the area.

A vote was called on the motion to submit Case CP23-00017 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Good. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Warner.

Nay: Olszewski.

4. ****CPZ23-00009 - Diaz Property - Diaz Treasures, LLC, Ubaldo Diaz, Manager (Tony Masone / Jake Wise, P.E., Construction Engineering Group, Reps.) - A Zoning Amendment from AU, Agricultural Residential (Brevard County) to a CC, Community Commercial District. Tax Parcel 2, Section 5, Township 29, Range 36, Brevard County, Florida, containing approximately 6.00 acres. Located south of and adjacent to W. Malabar Road, in the vicinity south of St. Johns Heritage Parkway NW, and west of Melbourne Tillman Drainage District Canal 7**

Ms. Ramos presented the staff report for Case CPZ23-00009. Staff recommended Case CP23-00009 for approval.

Mr. Warner wanted to confirm that the subject site had already been annexed into the City. Ms. Ramos indicated that this was correct.

Mr. Jake Wise, P.E., Construction Engineering Group (representative for the applicant), stated that the subject request met the criteria for the zoning amendment.

Mr. Olszewski questioned how the subject site was determined to be a passer-by business site. The land was at a dead end from the east and the north with nowhere for the growing traffic to move. He was apprehensive about traffic navigating through the dead-end area. Mr. Wise explained that the nature of Community Commercial property and its uses was to serve the general local public that were already driving within the area. Community Commercial sites were not typically a destination for traffic outside the area. Plans for the site were at an early stage, so a site plan, traffic study, and other conditions would later be required. There were currently intersection improvements in Brevard County permitting.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Mr. Weinberg remarked that the subject site had been annexed into the City, and that the Community Commercial zoning designation made sense.

Motion to submit Case CPZ23-00009 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Good. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Warner.

Nay: Olszewski.

5. ****CU23-00012 - Diaz Property Gas Station - Diaz Treasures, LLC, Ubaldo Diaz, Manager (Tony Masone / Jake Wise, P.E., Construction Engineering Group, Reps.) - A Conditional Use to allow retail automotive gas/fuel sales in a CC, Community Commercial District, in accordance with Section 185.043(D)(3) of the Palm Bay Code of Ordinances. Tax Parcel 2, Section 5, Township 29, Range 36, Brevard County, Florida, containing approximately 6.00 acres. Located south of and adjacent to W. Malabar Road, in the vicinity south of St. Johns Heritage Parkway NW, and west of Melbourne Tillman Drainage District Canal 7**

Ms. Ramos presented the staff report for Case CU23-00012. Case CU23-00012 met the minimum requirements for approval of a conditional use.

Mr. Olszewski questioned whether the proposed gas station would occupy the entire 6 acres, and if the conditional use request was for the overall site. Ms. Ramos stated that the concept plan for the site included a 5,135 square-foot gas station, 2,330 square-foot restaurant, and a 2,500 square-foot coffee shop; however, the conditional use was only to allow for gas/fuel sales. She surmised that the applicant's intention was to keep the property undivided and lease the units.

Mr. Jake Wise, P.E., Construction Engineering Group (representative for the applicant), stated that the applicant had agreed to provide the City with portions of

the site for right-of-way and an easement for stormwater from the future St. Johns Heritage Parkway extension. The site had addressed, or would address during the site plan approval process, the criteria to allow the conditional use. There was not an end user for the project at this time to proceed to the site plan approval process. He did not believe the entire site would be used for the gas station, but the subject request gave flexibility. He reminded the board that the passer-by type uses indicated on the submitted plan were conceptual at this point.

Mr. Warner wanted to know how the subject site would tie into the St. Johns Heritage Parkway. Mr. Wise informed the board that the northwest corner of the intersection would be a Publix with outparcels and complementary uses. Shared driveways and driveway relocations were also anticipated.

Mr. Boerema asked if there would be fueling of large diesel trucks at the subject location. Mr. Wise stated that this was not anticipated. Mr. Boerema noted that there would be a lot of large trucks in the area because of construction.

Mr. Olszewski wanted to know how close the subject site was to protected wetlands, specifically the 3 Forks site. Mr. Wise stated that wetland studies had not been done, and the small wetland at 3 Forks was quite a distance away and would not share any hydraulics. St. Johns River Water Management District land abutted the subject site, so the agency could have knowledge of possible wetlands.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case CU23-00012 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Good. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Warner.

Nay: Olszewski.

City Council will hear Case CU23-00012 on January 4, 2024.

6. **CP23-00019 - City Owned Parcel - City of Palm Bay, Suzanne Sherman, City Manager (Tania Ramos, Senior Planner, Rep.) - A Small-Scale Comprehensive Plan Future Land Use Map Amendment from Residential 1 Unit Per Acre (Brevard County) to Commercial. Tax Parcel 3, Section 5, Township 29, Range 36, Brevard County, Florida, containing approximately 13.05 acres. Located south of and adjacent to W. Malabar Road, in the vicinity southwest of St. Johns Heritage Parkway NW, and west of Melbourne Tillman Drainage District Canal 7**

   Ms. Ramos presented the staff report for Case CP23-00019. Staff recommended Case CP23-00019 for approval.

   The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

   Mr. Weinberg stated that more commercial land made sense due to all the residential development that was planned or being processed in the area.

   Motion to submit Case CP23-00019 to City Council for approval.

   Motion by Mr. Weinberg, seconded by Mr. Good. Motion carried with members voting as follows:

   Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

7. ****CPZ23-00011 - City Owned Parcel - City of Palm Bay, Suzanne Sherman, City Manager (Tania Ramos, Senior Planner, Rep.) - A Zoning Amendment from AU, Agricultural Residential (Brevard County) to a CC, Community Commercial District. Tax Parcel 3, Section 5, Township 29, Range 36, Brevard County, Florida, containing approximately 13.05 acres. Located south of and adjacent to W. Malabar Road, in the vicinity southwest of St. Johns Heritage Parkway NW, and west of Melbourne Tillman Drainage District Canal 7**

   Ms. Ramos presented the staff report for Case CPZ23-00011. Staff recommended Case CPZ23-00011 for approval.

Mr. Warner inquired whether schools were permitted in Community Commercial zoning districts. Ms. Ramos was not sure if schools were allowed.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case CPZ23-00011 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Good. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

8. ****Z23-00013 - Michael B. Crews, Sr. and Rebecca B. Crews - (Joseph Crews, Rep.) - A Zoning Change from an RS-2, Single-Family Residential District and an SRE, Suburban Residential Estate District to an RR, Rural Residential District. Tax Parcel 2 along with Tract C of Port Malabar Unit 13, Section 36, Township 28, Range 36, Brevard County, Florida, containing approximately 10.58 acres. Located south of and adjacent to Alcantarra Street NW, specifically at 242 Alcantarra Street NW**

Ms. Haigler presented the staff report for Case Z23-00013. Staff recommended Case Z23-00013 for approval.

Mr. Olszewski asked if the subject request would bring the subject parcels, which were now in the same ownership, under the same zoning for the same nursery activity. Ms. Haigler stated that this was correct and explained that the plant nursery had been in operation for many years. The Port Malabar Subdivision had occurred around the nursery.

Mr. Joseph Crews (representative for the applicant) stated that the plant nursery had been in business for almost 29 years. The adjacent properties were purchased, cleaned up, and now gave the business a better sight line.

Mr. Olszewski asked about further plans to improve the drainage situation in the area subsequent to the land clearing. Mr. Crews stated that there was a lift station at the end of the property with no working drainage beneath. Attempts were being

made to extend the front drainage for better drainage flow. Mr. Olszewski inquired whether the applicant would be agreeable to moving some of their product from the fence line to allow for drainage improvements. Mr. Crews stated that he was in discussions with the Public Works Department about trenching.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Mr. Weinberg noted that the ten acres had been an illegal non-conforming use for many years, and that the adjacent .58 acres was recently purchased. Rezoning the entire site under the requested zoning district made sense.

Motion to submit Case Z23-00013 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Olszewski. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

9. ****Z23-00014 - Glenham Subdivision - SKA Properties, LLC (Richard Price, Price Family Homes, Inc. / Richard J. Kern, P.E., RK Engineering & Associates Inc., Reps.) - A Zoning Change from an RS-1, Single-Family Residential District to an RS-2, Single-Family Residential District. Tax Parcel 761, Section 23, Township 28, Range 37, Brevard County, Florida, containing approximately 15.53 acres. Located west of and adjacent to Glenham Drive NE, in the vicinity west of Palmdale Circle NE**

Ms. Ramos presented the staff report for Case Z23-00014. Staff recommended Case Z23-00014 for approval.

Mr. Richard J. Kern, P.E., RK Engineering & Associates Inc. (representative for the applicant), stated that Price Family Homes was a local Palm Bay builder of custom homes. The zoning change would permit 75-foot-wide lots instead of the current 80-foot-wide lots.

Mr. Good wanted to know how many more homes could be built with the zoning change. Mr. Kern stated that three more homes could be built.

The floor was opened for public comments, and there were three items of correspondence in the file in opposition to the request.

Mr. Gary Rabine (resident at Sunswept Road NE) spoke against the request. He stated that 75-foot-wide lots were small compared to his 90-foot-wide lot. He commented that the school traffic on the two-lane road already made it difficult for residents to get in and out of the area.

Ms. Karen Ludeman (resident at Sunswept Road NE) spoke against the request. The proposal would reduce the 1600 square foot minimum home size at present to 1400 square feet. She said that Glenham Drive NE was a two-lane road with no traffic lights or turn lanes and had existing traffic problems. The rezoning would have a negative effect on the existing home values.

Mr. Wentworth Carey (resident at Hamlin Street NE) spoke against the request. He was concerned that the homes would be on septic systems and impact the creek. He reiterated the safety concerns for school children because of the high amount of traffic in the area, and he wanted to know what would be done to improve the problem.

Ms. Eileen Sepp (resident at Freil Road NE) spoke against the request. She was opposed to any increase in residential development at this time as the City could not accommodate new development or expansion until utilities were under control. Mandatory City water and sewer was recently passed by the City.

Mr. William Summers (resident at Glenham Drive NE) spoke against the request. The traffic in the area was dangerous, especially to the school children, and stops signs were needed at the intersections to make the roads in the area safer.

Ms. Pat Dalpra (resident at Georges Avenue NE) spoke against the request. Additional construction should not occur until infrastructure was addressed. The northeast end of the City was crammed with traffic, poor sidewalks or none at all, and flooding.

In response to the comments from the audience, Mr. Kern stated that 43 homes were proposed for the site, the expected minimum home size would be 1800 square feet, and the project would be on City sewer.

Mr. Olszewski asked about the subdivision that Price Family Homes had built located behind Fire Station 1 off Port Malabar Boulevard. Mr. Kern stated that there were approximately 50 homes in that subdivision that was constructed about four years ago and recently completed a year ago.

Mr. Olszewski asked if the proposed development would be marketed as a luxury subdivision. Mr. Bill Price, Price Family Homes, Inc. (applicant) stated that the project would consist of good quality homes for local families, and homes could be customized. He clarified that he had built two subdivisions in Palm Bay. The subdivision behind the Fire Station actually consisted of 15 homes, and the subdivision located near Malabar Road, west of Hurley Boulevard SW, consisted of 50 homes.

The floor was closed for public comments, and there were three items of correspondence in the file in opposition to the request.

Mr. Weinberg stated that 40 homes could currently be built at the subject site, and three more homes would not make much more of a difference. The subdivision would also be on sewer.

Motion to submit Case Z23-00014 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Boerema. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

10. ****FS23-00010 - Riverwood at Everlands Phase 1 - DRP FL 6, LLC, Brian Clauson, DW General Partner, LLC (B.S.E. Consultants, Inc., Rep.) - A Final Plat to allow for a proposed 124 single-family residential lot development to be called Riverwood at Everlands Phase 1. A Part of Tax Parcel 1, Sections 20 and 21, Township 28, Range 36, Brevard County, Florida, containing**

approximately 52.77 acres. Located east of and adjacent to St. Johns Heritage Parkway NW, in the vicinity north of Emerson Drive NW

Ms. Haigler presented the staff report for Case FS23-00010. Staff recommended Case FS23-00010 for approval subject to the technical review conditions contained in the staff report.

Mr. Olszewski asked if the development would have an age restriction. Ms. Haigler indicated that the subdivision would not be age restricted.

Ms. Ana Saunders, P.E., B.S.E. Consultants, Inc. (representative for the applicant), informed the board that the age-restricted community was Timbers at Everlands located south of Emerson Drive NW and north of Pace Drive NW.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Mr. Weinberg noted that the request was for a final plat.

Motion to submit Case FS23-00010 to City Council for approval, subject to the technical review conditions contained in the staff report.

Motion by Mr. Weinberg, seconded by Mr. Boerema. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

11. ****PS23-00012 - Gardens at Waterstone Phase 3 - KB Home Orlando, LLC, Steve McConn (Jake Wise, P.E., CEG Engineering Group, LLC., Rep.) - A Subdivision Plan to allow for a proposed 199 single-family residential unit development to be called Gardens at Waterstone Phase 3. Block 1 of San Sebastian Farms, Section 5, Township 30, Range 37, Brevard County, Florida, containing approximately 47.92 acres. Located west of Gardens at Waterstone Phase 2 in the vicinity west of Mara Loma Boulevard SE**

Ms. Ramos presented the staff report for Case PS23-00012. Staff recommended Case PS23-00012 for approval. The technical conditions contained in the staff report had been addressed.

Mr. Jake Wise, P.E., Construction Engineering Group (representative for the applicant), stated that the site was part of the overall Waterstone Master Plan. The subject phase had received previous approval of a preliminary development plan and plat under another owner. KB Home had since purchased Phases 2 and 3, which did not have diversity in lot sizes. The subject request modified Phase 3 to include 40-foot-wide lots with no other changes. He stated that the site was fully compliant with all land use and zoning requirements, and the technical comments in the staff report had been responded to.

Mr. Boerema stated that he was not in favor of 40-foot-wide lots and inquired about potential buyers. Mr. Wise stated that buyers would include professionals, retirees, young families, and first-time homebuyers that were looking for low or common yard maintenance.

Mr. Weinberg asked if the subdivision would be a gated community with privately maintained roads. Mr. Wise confirmed that this was correct.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case PS23-00012 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Good. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

12. ****FS23-00012 - Gardens at Waterstone Phase 3A - KB Home Orlando, LLC, Steve McConn (Jake Wise, P.E., CEG Engineering Group, LLC., Rep.) - A Final Subdivision Plat to allow for a proposed 84 single-family residential unit development to be called Gardens at Waterstone Phase 3A. Block 1 of San Sebastian Farms, Section 5, Township 30, Range 37, Brevard County, Florida,**

containing approximately 47.92 acres. Located west of Gardens at Waterstone Phase 2 in the vicinity west of Mara Loma Boulevard SE

Ms. Ramos presented the staff report for Case FS23-00012. Staff recommended Case FS23-00012 for approval subject to the technical review conditions contained in the staff report.

Mr. Jake Wise, P.E., Construction Engineering Group (representative for the applicant), stated that Phase 3A was a subphase of Phase 3. The project was a gated community that was already master planned for stormwater, utilities, traffic, and privately maintained roads. All land use and zoning requirements had been met, and all technical comments in the staff report were responded to.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Mr. Weinberg noted that the request was for a final plat.

Motion to submit Case FS23-00012 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Good. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

13. **CP23-00018 - La Isla II - Treeland Apartments, LLC, Robert Cambo (B.S.E. Consultants, Inc. / Stuart Buchanan, Alliance Commercial Real Estate, Reps.) - A Small-Scale Comprehensive Plan Future Land Use Map Amendment from Public/Semi-Public Use and Recreation & Open Space Use to High-Density Residential Use. Tax Parcel 252 along with Tract G4-6 of Port Malabar Unit 56, Section 9, Township 29, Range 37, Brevard County, Florida, containing approximately 7.02 acres. Located at the southeast corner of San Filippo Drive SE and Treeland Boulevard SE**

Ms. Frazier presented the staff report for Case CP23-00018. Staff recommended Case CP23-00018 for approval.

Mr. Good wanted clarification regarding the two land uses on the seven-acre site. Ms. Frazier explained that the property was once two separate sites with different land use designations. Most of the property had a Public/Semi-Public Use designation. The subject request would make the site compatible with the surrounding area.

Mr. Stuart Buchanan, Alliance Commercial Real Estate (representative for the applicant) indicated how the adjacent alley property was sold to the applicant by the Eastern Florida State College Foundation to avoid being responsible for an alleyway that encroached into the middle of an apartment complex. There were also two enclaves owned by the college that would not be part of the project. He noted that the apartment complex previously built across the street by the applicant had 100-percent occupancy within 30 days. The tenants included nurses, teachers, postal workers, a police officer, and college students. Students to reside in the proposed apartments would be able to walk across the parking lot to the college. The project would provide more affordable housing, had quick access to a collector roadway, and existing utilities.

Mr. Good asked if the proposed apartments would be similar to the apartments built across the street, and he wanted to know the number of units that were planned. Mr. Buchanan stated that the apartment complex would be the same as the apartments across the street but would be built with four stories, 140-units, balconies, a gym, pool, barbecue pits, and free charging stations for vehicles. Mr. Good noted that there was also a natural buffer between the two apartment complexes.

Mr. Olszewski wanted to know how much of a concern was the commute for the San Filippo Drive SE and Malabar Road SE corridor based on 100-percent occupancy of the new apartments. Mr. Buchanan commented on how the City Council had actually reduced the transportation impact fees for the existing apartment complex since the students were not driving on the local roads to attend the college. The new apartments would access Treeland Boulevard SE, anticipating future signalization at the intersection. Mr. Olszewski was pleased that the project was being built with the future in mind.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Mr. Weinberg stated that the proposed location was ideal for the project.

Motion to submit Case CP23-00018 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Olszewski. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

14. ****CPZ23-00010 - La Isla II - Treeland Apartments, LLC, Robert Cambo (B.S.E. Consultants, Inc. / Stuart Buchanan, Alliance Commercial Real Estate, Reps.) - A Zoning Amendment from an RM-10, Single-, Two-, Multiple-Family Residential District to an RM-20, Multiple-Family Residential District. Tax Parcel 252 along with Tract G4-6 of Port Malabar Unit 56, Section 9, Township 29, Range 37, Brevard County, Florida, containing approximately 7.02 acres. Located at the southeast corner of San Filippo Drive SE and Treeland Boulevard SE**

Ms. Frazier presented the staff report for Case CPZ23-00010. Staff recommended Case CPZ23-00010 for approval.

Mr. Stuart Buchanan, Alliance Commercial Real Estate (representative for the applicant) stated that the zoning change would be compatible with the surrounding multifamily zoning districts.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case CPZ23-00010 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Olszewski. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

15. **T23-00028 – PUD Timeline - City of Palm Bay (Growth Management Department) - A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.066(A)(3) to modify the timelines related to preliminary development plan submittals**

Ms. Frazier presented the staff report for Case T23-00028. Staff recommended Case T23-00028 for approval.

Mr. Warner inquired whether the proposed amendment would allow staff further time to research and provide more historical data for cases. Ms. Frazier stated that staff could certainly provide the board with more historical data, and the amendment would provide for additional time.

Mr. Olszewski wanted to know what opportunities existed that would allow the Land Development Division to fiscally offset some of the processing traffic. Ms. Frazier remarked on recent application fee expansions, plans to streamline processes, plans to piggyback on City-wide planning consultants set for City Council approval, and the requirement of more details from current engineering consultants. She stated that application revenues were generally in place to offset legal advertisements and meeting notices.

Mr. Weinberg commented that the amendment would adopt application timelines per Florida Statutes, but there was no mention of what those timelines were. Ms. Frazier stated that it was unusual to memorialize timeframes in the code, and she explained that Florida Statutes allowed 30 days to review applications. Actual reviews might not take the full 30 days, but the amendment would give staff breathing room to provide a better product.

Mr. Weinberg and Mr. Olszewski inquired about the amount of time staff would gain. Ms. Frazier explained that staff currently had approximately 45 days to complete several reviews and submit applications to the board. However, Florida Statutes allowed a standard 30 days for staff to submit comments back to the applicant.

Ms. Jordan asked if staff was requesting more time than allowed by state statute. Ms. Frazier stated that the request was to alleviate the unrealistic timelines and strict dates of return currently in the code so that staff could do good reviews for

development plans and plats. The state permitted 30 days of review per round of comments to the applicant with two rounds prior to a staff meeting with the applicant to resolve remaining issues. The intent of the subject request was to allow staff to follow state rules.

The floor was opened for public comments, and there was no correspondence in the file.

Mr. Stuart Buchanan (Alliance Commercial Real Estate) spoke in favor of the request. He stated that raising fees would allow for outsourcing of plan reviews to free staff time for other responsibilities.

Ms. Ana Saunders, P.E. (B.S.E. Consultants, Inc.) voiced a concern that if a maximum 30 days was allowed for reviews, the full 30 days would always be utilized. She noted that staff had adjusted review and processing times several times, and she questioned whether the requested change was necessary since the reviews would soon be outsourced. She indicated how relying on set dates was beneficial to applicants for scheduling purposes.

Mr. Good asked when the Request For Proposal (RFP) for the consultant would occur. Ms. Frazier clarified that the RFP would occur in the new year and would be City-wide for all departments to take advantage of continuing service contracts.

The floor was closed for public comments.

Motion to submit Case T23-0028 to City Council for approval with the condition that the approvals required under Florida Statutes 166.033 not be exceeded.

Motion by Mr. Weinberg.

Mr. Olszewski asked if the condition on the motion was redundant as the proposal was per Florida Statutes. Mr. Weinberg indicated that the condition emphasized compliance.

Mr. Good questioned the need for the amendment since the matter would be alleviated in a few months with the use of third parties. Mr. Olszewski concurred and commented that the existing timelines appeared to be an overstep of local government. He found it difficult, however, to support longer review times.

Mr. Rodriguez advised the board that the redundancy of the condition on the motion could lead to future problems with legal interpretation. The recommendation to City Council should clearly state that the stipulation was a board condition.

Mr. Weinberg indicated how developers complained about the City's lack of timeliness in processing applications, and since there were no penalties built into the Florida statute timeline, he wanted to include his condition that the statute could not be exceeded. Ms. Frazier explained that the development community was given 30 days to respond to deficiencies, and staff should be allowed the same amount of time to adequately review projects. She said it was typically the development community that caused delays in the review process. She reiterated that the RFP for continuing services contracts City-wide was not specific to the Land Development Division.

Mr. Rodriquez stated that Florida Statute 166.033 was not a statute with punitive measures for penalties. The statute allowed for three rounds of reviews and responses between staff and applicants. The remedy was that projects would then be forced to proceed to public hearing with any open issues. He advised against the unnecessary condition on the motion which could potentially lead to causes of actions against the City by the development community.

Mr. Weinberg believed the proposed amendment was too vague with the removal of the current verbiage, but he withdrew his motion.

Mr. Olszewski wanted to know if there were consequences currently for violating the 45-day processing period and could the development community use the current ordinance against the City. Mr. Rodriguez stated that in theory, the requirements of Florida Statutes 166 would govern. He expounded further on the matter.

Mr. Olszewski stated that the current ordinance was inappropriate for our form of government.

Motion to submit Case T23-00028 to City Council for approval.

Motion by Mr. Olszewski, seconded by Mr. Boerema. Motion carried with members voting as follows:

Aye: Jordan, Boerema, Good, Olszewski, Warner.

Nay: Weinberg.

16. **T23-00029 – Plat Timeline - City of Palm Bay (Growth Management Department) - A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 184: Subdivisions, Sections 184.07 and 184.08(D) to modify the timelines for review and scheduling of preliminary plat and final plat applications for final action by City Council**

Ms. Frazier presented the staff report for Case T23-00029. Staff recommended Case T23-00029 for approval.

Mr. Warner asked if the proposed amendment would give applicants enough time to withdraw projects if desired. Ms. Frazier stated that the proposal would not affect withdrawals of submittals. The subject request would give staff the same amount of respect as applicants to provide complete and accurate development reviews. Mr. Warner was pleased that the additional time would allow staff to provide more in-depth reviews.

Ms. Olszewski asked if the amendment would allow staff to establish a standard of excellence with processing staff reports for a better product. Ms. Frazier concurred in as much as reasonably possible.

Mr. Olszewski wanted to know the number of current employees in the Land Development Division and when at full staff. Ms. Frazier stated that the division currently had a staff of 10 out of 15, which was still inadequate. She shared a report on the large volume of activities the division currently handled.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Mr. Olszewski commented on the merits of following state statutes.

Motion to submit Case T23-00029 to City Council for approval.

Motion by Mr. Olszewski, seconded by Mr. Warner. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, Olszewski, Warner.

OTHER BUSINESS:

1. Mr. Olszewski complimented Ms. Jordan and her fellow Volunteer Cops for all their efforts in the City.

2. Ms. Jordan thanked the board for their participation this past year.

ADJOURNMENT:

The meeting was adjourned at approximately 8:58 p.m.

_____
Leeta Jordan, CHAIRPERSON

Attest:

_____
Chandra Powell, SECRETARY

**Quasi-Judicial Proceeding

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Tania Ramos, Senior Planner

DATE: January 3, 2024

SUBJECT: **FD23-00008 - Bramblewood Townhomes - JWH Holdings, LLC, Chaoyi Wang, President (Kimley-Horn & Associates, Inc. / Rainer Richter, Innovative Nationwide Builders, Inc., Reps.) - A Final Development Plan for a proposed PUD to allow for a 126-unit townhome subdivision to be known as Bramblewood Townhomes. Tract I-6, Bayside Lakes Commercial Center Phase 2, Section 19, Township 29, Range 37, Brevard County, Florida, containing approximately 20.02 acres. Located east of and adjacent to Bramblewood Circle SE, south of Bayside Lakes Boulevard SE

**Quasi-judicial proceeding.

ATTACHMENTS:

Description

- FD23-00008 Staff Report
- FD23-00008 Final Development Plan
- FD23-00008 Pedestrian Connectivity Plan
- FD23-00008 Preliminary Development Plan
- FD23-00008 Plat
- FD23-00008 Survey
- FD23-00008 Traffic Study
- FD23-00008 School Board Report
- FD23-00008 Citizen Participation Plan & Report
- FD23-00008 Narrative
- FD23-00008 Development Schedule
- FD23-00008 Declaration of Covenants
- FD23-00008 Schematics
- FD23-00008 Title Opinion
- FD23-00008 Application
- FD23-00008 Letters of Authorization
- FD23-00008 Legal Acknowledgement
- FD23-00008 Legal Ad
- FD23-00008 Correspondence

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

Prepared by
Tania Ramos, Senior Planner

CASE NUMBER	**PLANNING & ZONING BOARD HEARING DATE**
FD23-00008	January 3, 2024

PROPERTY OWNER & APPLICANT	**PROPERTY LOCATION/ADDRESS**
JWH Holdings, LLC., Chaoyi Wang, President (Kimley-Horn & Associates, Inc. and Innovative Nationwide Builders, Inc., Reps.)	Tract I-6, Bayside Lakes Commercial Center Phase 2, Section 19, Township 29, Range 37, Brevard County, Florida. Located east of and adjacent to Bramblewood Circle SE, south of Bayside Lakes Boulevard SE; Tax Account 2962317

SUMMARY OF REQUEST

A **Final Development Plan** approval to allow development of a proposed 126-unit townhome subdivision on approximately 20.02 acres to be called **Bramblewood Townhomes.**

Existing Zoning	PUD, Planned Unit Development
Existing Land Use	High Density Residential
Site Improvements	An existing access off Bramblewood Circle with internal roads, utilities, and stormwater management.
Site Acreage	Approximately 20.02 acres

SURROUNDING ZONING & USE OF LAND

North	PUD, Planned Unit Development – ROW
East	PUD, Planned Unit Development – Conservation Tract
South	PUD, Planned Unit Development and GU, General Use – Undeveloped land and Monterey Cove at Bayside Lakes Amenity Center
West	PUD, Planned Unit Development – ROW

COMPREHENSIVE PLAN COMPATIBILITY

Yes, the proposed project location currently has a Future Land Use designation of High Density Residential.

BACKGROUND:

The property is located east of and adjacent to Bramblewood Circle SE, south of Bayside Lakes Boulevard SE, containing approximately 20.02 acres.

In 2006, a Final Development Plan (FDP) was approved for 92 townhome units. An access off Bramblewood Circle along with internal roads, water and sewer, and a stormwater management system were installed, however, vertical construction never commenced.

The current request is for Final Development Plan approval for a 126-unit townhome subdivision.

ANALYSIS:

The underlying future land use of High Density Residential allows a maximum density of 20 units per acre. The proposed plan represents an increase in density from 4.59 to 6.30 units per acre. The scope of the project is to modify the site to accommodate the increase in density while following a similar layout as previously planned. The increase in density is a substantial deviation from the previously approved FDP and requires City Council approval.

The minimum lot size will now be 20 feet in width and 100 feet in depth. Lots on the previous plan were approximately 26 feet in width. The proposed FDP notes that all units include 3 bedrooms and 2 bathrooms. Larger end units will have 1758 square feet of living area, and interior units will have 1673 square feet of living area. This is larger than the previously approved plans which included floor plans with 1516 and 1400 square feet of living area.

One car garages were originally proposed, and the current plans also includes one car garages. The minimum required driveway width is 16 feet, and each unit must have two parking spaces.

Five acres of common recreation and open space are required to meet requirement of 25% of the gross site area. The project provides 6.02 acres of recreation and open space over four open space tracts, the pervious portion of the recreation tract, and a dock to create an amenity on stormwater tract #2. A parking lot with nine spaces and mail kiosks will also be located on the recreation tract.

There is a conservation area to the east of the site which will be marked with fencing and signage. There is also a wetland conservation easement on the south side of the property. A preservation tract will be created for this area with fencing and signage.

Based on the Development Schedule provided, the proposed plan will be carried out in 1 phase over a timeframe of approximately 6 months.

The School Capacity Availability Determination Letter states that Westside Elementary School, Southwest Middle School and Bayside High School do not have enough projected capacity for the total projected and potential students from this development. Adjacent school concurrency services areas must be considered to accommodate the impacts of Bramblewood Townhomes.

The traffic study conclusion notes that with full buildout of the site, the existing study area intersections and roadway segments are anticipated to operate acceptably.

The applicant has met the requirements of Section 169.005 Citizen Participation Plans.

CONDITIONS:

In order to receive Final Planned Unit Development approval, the proposal must meet the requirements of Section 185.067 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section. All technical staff review comments have been addressed.

STAFF RECOMMENDATION:

Case FD23-00008 is in alignment with the Comprehensive Plan and meets the minimum criteria for a Final Development Plan. Staff recommends approval.

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

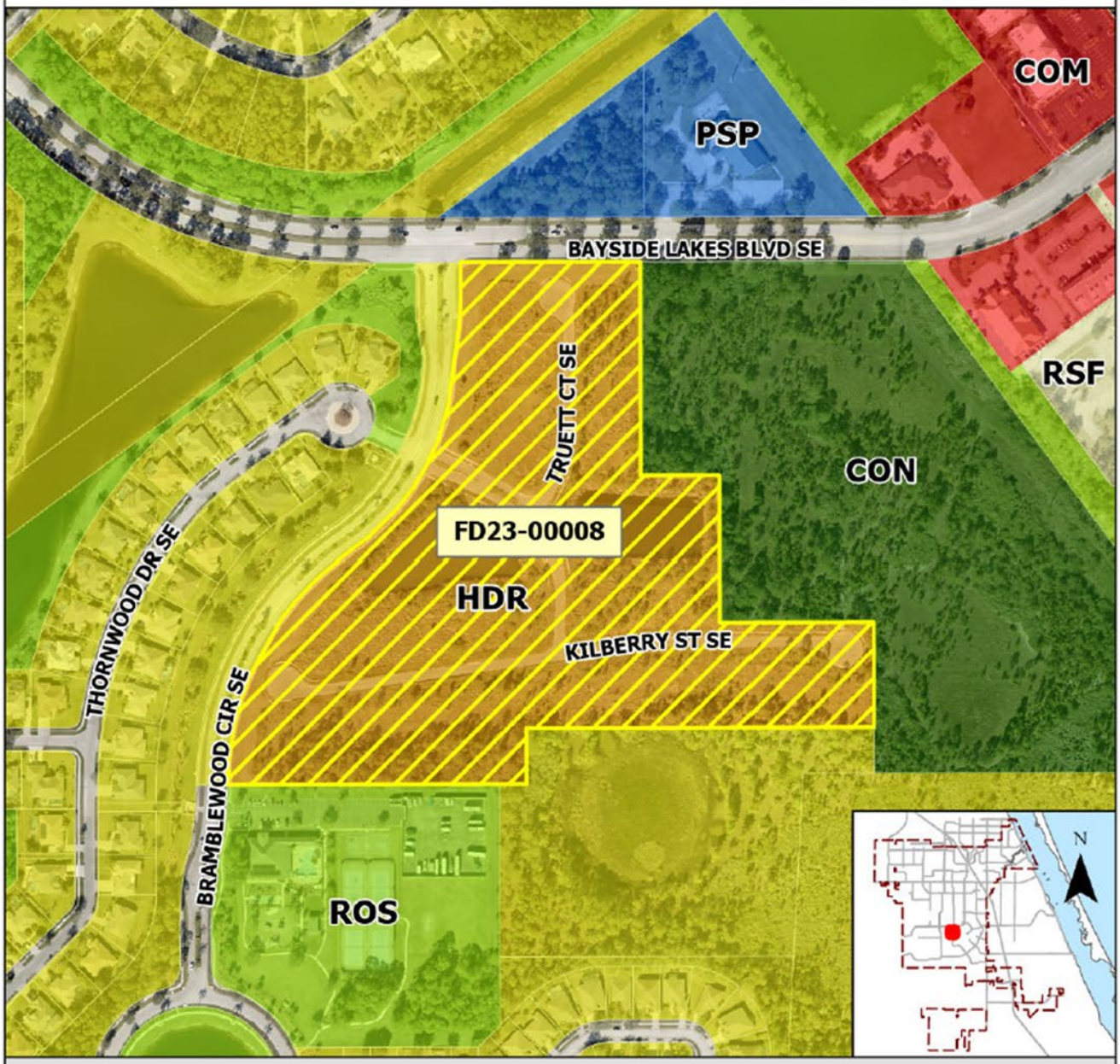
AERIAL LOCATION MAP CASE: FD23-00008

Subject Property

Southeast corner of Bayside Lakes Boulevard SE and Bramblewood Circle SE

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



FUTURE LAND USE MAP CASE: FD23-00008

Subject Property

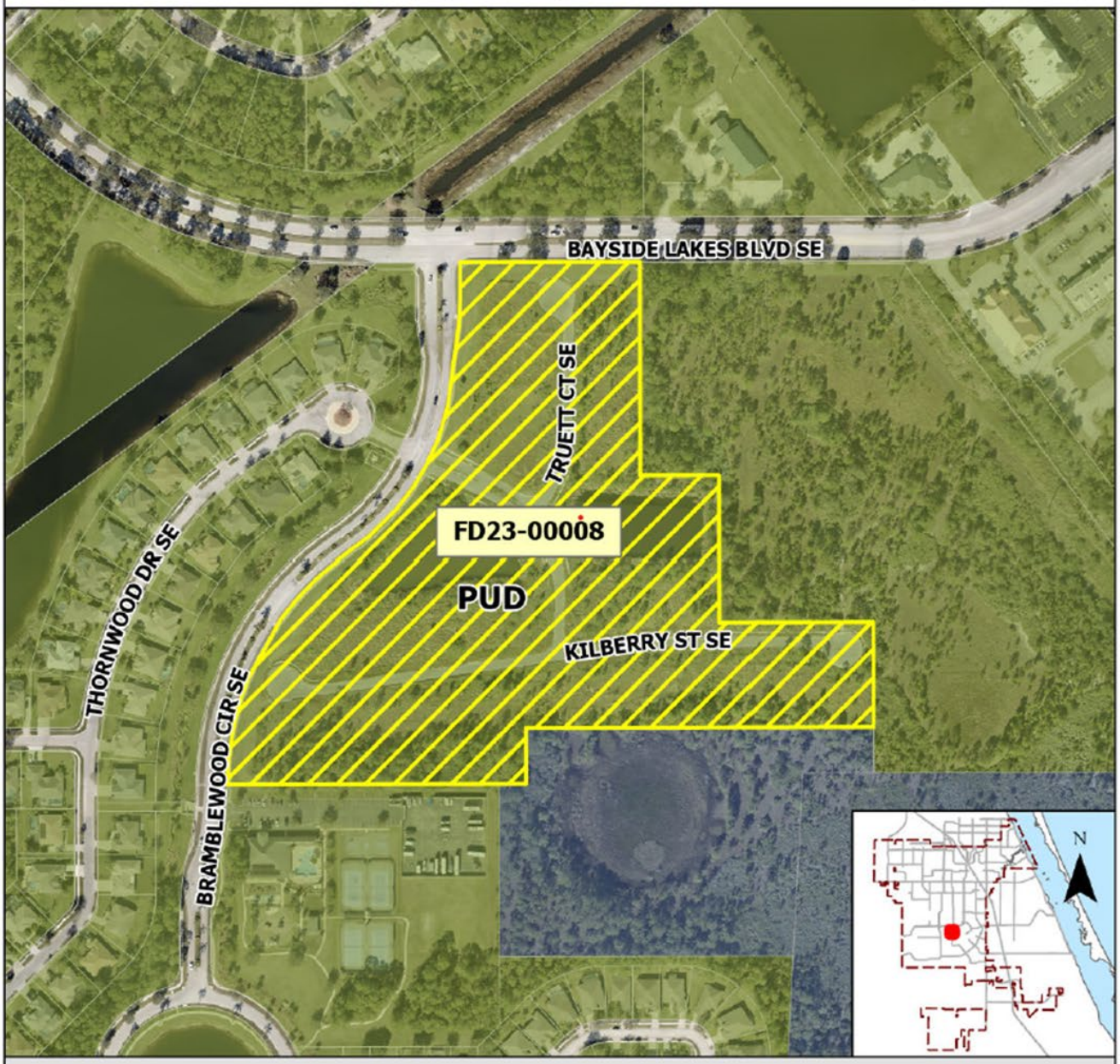
Southeast corner of Bayside Lakes Boulevard SE and Bramblewood Circle SE

Future Land Use Classification

HDR - High Density Residential

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP CASE: FD23-00008

Subject Property

Southeast corner of Bayside Lakes Boulevard SE and Bramblewood Circle SE

Current Zoning Classification

PUD - Planned Unit Development

ARCHITECT OF RECORD: RON MORRIS DESIGNS, LLC
365 N. SPAULDING COVE
LAKE MARY, FL 32746

ENGINEER OF RECORD: KINAN HUSAINY, P.E.-KIMLEY-HORN & ASSOCIATES
7341 OFFICE PARK PLACE, SUITE 102
MELBOURNE, FL 32940
1-321-222-6925

SURVEYOR: ACCURIGHT SURVEYS OF ORLANDO, INC., LB 4475
2012 E. ROBINSON STREET, ORLANDO, FLORIDA 32803
WWW.ACCURIGHTSURVEYS.NET
ACCU@ACCURIGHTSURVEYS.NET
(407) 847-2179

DEVELOPER: INB HOMES
3670 MAGUIRE BLVD., SUITE 210
ORLANDO, FL 32803
804-240-9548

GENERAL DESCRIPTION

PROPOSED TOWNHOME SUBDIVISION DEVELOPMENT ON (1) PARCEL TOTALING 20.02 AC.

- TRACT I-6 - PARCEL ID: 29-37-19-RX-I6 (20.02 AC)

MAINTENANCE ENTITY FOR INTERNAL ROADS AND OPEN SPACE TRACTS WILL BE BRAMBLEWOOD TOWNHOMES ASSOCIATION, INC.

USE AREA LEGEND

- TOWNHOME STRUCTURE
- TOWNHOME LOT
- OPEN SPACE
- RECREATIONAL TRACT
- PRESERVE TRACT
- STORM WATER MANAGEMENT TRACT (SMT)
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING ROADWAY
- PROPOSED SIDEWALK
- EXISTING SIDEWALK

LEGEND

OST	OPEN SPACE TRACT
S.M.T.	STORMWATER MANAGEMENT TRACT
D.E.	DRAINAGE EASEMENT

RECREATIONAL TRACT - DEVELOPMENT STANDARDS:
PROPOSED PARK

PROPOSED PUD:

MIN. LOT DIMENSIONS:
AREA: 2,000 SF
WIDTH: 20'
DEPTH: 100'
MIN. DISTANCE BETWEEN STRUCTURE: 20'

MAX. BUILDING COVERAGE:
5-UNIT: 50.00%
6-UNIT 51.43%
8-UNIT 53.33%

BUILDING SETBACKS:
FRONT: 25'
SIDE (INTERIOR) 0'
SIDE (CORNER): 25'
SIDE (END-UNIT): 10'
REAR: 15'

SITE DATA:

LOCATION:	BRAMBLEWOOD TOWNHOMES, CITY OF PALMBAY TRACT 1-6, BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2 (PB 45, PG 82)
FEMA (FIRM):	12009C0660G - 03/17/2014
FLOOD ZONE:	ZONE X
PARCEL ID:	29-37-19-RX-16
TAX DISTRICT:	34U0 - PALM BAY
EXISTING ZONING:	PUD
PROPOSED ZONING:	PUD
FUTURE LAND USE:	MULTI-FAMILY RESIDENTIAL
PROJECT AREA:	±20.02 AC
NUMBER OF BUILDINGS:	19 TOTAL
NUMBER OF UNITS:	6 (5 UNIT) + 4 (6 UNIT) + 9 (8 UNIT) = 126 TOTAL
UNIT TYPE:	3 BEDROOM, 2 ½ BATHS
MAXIMUM BUILDING HEIGHT:	35'
PROPOSED BUILDING HEIGHT:	35'
MINIMUM DRIVEWAY WIDTH REQUIRED:	16'

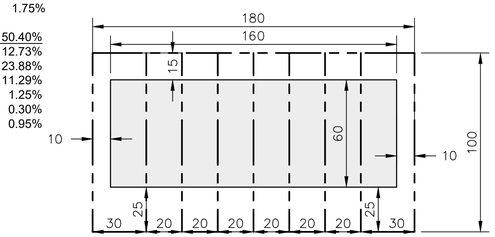
TOTAL AREA:	20.02 AC	100.00%
TOTAL PERVIOUS:	9.93 AC	49.60%
R.O.W. PERVIOUS:	0.65 AC	3.25%
LOT PERVIOUS:	2.26 AC	11.28%
SMT PERVIOUS:	1.75 AC	8.74%
OPEN SPACE TRACT:	4.81 AC	24.03%
REC TRACT PERVIOUS:	0.11 AC	0.55%
PRESERVE TRACT UPLAND:	0.35 AC	1.75%
TOTAL IMPERVIOUS:	10.09 AC	50.40%
R.O.W. IMPERVIOUS:	2.55 AC	12.73%
LOT IMPERVIOUS:	4.78 AC	23.88%
SMT WATER SURFACE:	2.26 AC	11.29%
REC. TRACT IMPERVIOUS:	0.25 AC	1.25%
PAVEMENT OUTSIDE OF R.O.W.	0.06 AC	0.30%
PRESERVE TRACT WETLAND	0.19 AC	0.95%

GRAPHIC SCALE IN FEET
0 30 60 120

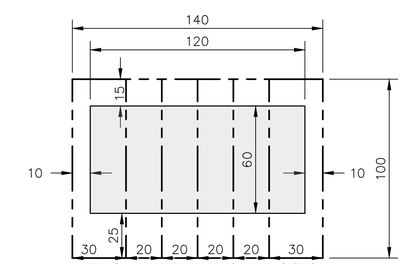
N W E S

126 TOWN HOMES

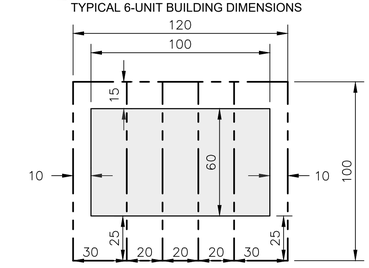
DENSITY 6.30 UNITS/AC



TYPICAL 8-UNIT BUILDING DIMENSIONS



TYPICAL 6-UNIT BUILDING DIMENSIONS



TYPICAL 5-UNIT BUILDING DIMENSIONS

1

INB HOMES

BRAMBLEWOOD TOWNHOMES - FINAL DEVELOPMENT PLAN

PALM BAY, FLORIDA

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
7341 OFFICE PARK PLACE, SUITE 102, MELBOURNE, FL 32940
PHONE: 321-430-1138
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

COMMON OPEN SPACE CALCULATION:

OPEN SPACE TRACTS	ACRES
OST 1	1.64
OST 2	0.14
OST 3	2.52
OST 4	0.51
SMT #2 (WATER SURFACE)	1.10
RECREATIONAL TRACT PERVIOUS	0.11
TOTAL	6.02

COMMON OPEN SPACE (25% OF TOTAL SITE) REQUIRED = 5.00 ACRES
SMT WATER UTILIZATION (NO MORE THAN 60% OF OPEN SPACE REQUIREMENT) = 3.00 ACRES
COMMON OPEN SPACE PROPOSED = 6.02 ACRES

USE AREA LEGEND

- TOWNHOME STRUCTURE
- TOWNHOME LOT
- OPEN SPACE
- RECREATIONAL TRACT
- PRESERVE TRACT
- STORM WATER MANAGEMENT TRACT (SMT)
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING ROADWAY
- PROPOSED SIDEWALK
- EXISTING SIDEWALK

LEGEND

OST	OPEN SPACE TRACT
S.M.T.	STORMWATER MANAGEMENT TRACT
D.E.	DRAINAGE EASEMENT

PARKING TABULATION:

MULTIPLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF TWO (2) PARKING SPACE PER THREE (3) OR MORE BEDROOM DWELLING UNIT.

NOTE: ALL UNITS ARE 3 BED / 2 BATH UNITS. EACH UNIT HAS 2 PARKING SPACES PROVIDED. 9 ADDITIONAL PARKING SPACES ARE PROVIDED IN THE RECREATIONAL TRACT

MINIMUM REQUIRED PARKING SPACES: 2 PARKING SPACE PER UNIT = 126 UNITS x 2 = 252 SPACES
TOTAL SPACES PROVIDED: 261 PARKING SPACES

GRAPHIC SCALE IN FEET
0 30 60 120

N
W E
S

126 TOWN HOMES

DENSITY 6.30 UNITS/AC

2

INB HOMES

BRAMBLEWOOD TOWNHOMES - FINAL DEVELOPMENT PLAN

OPEN SPACE DETAILS

PALM BAY, FLORIDA

Kimley»Horn

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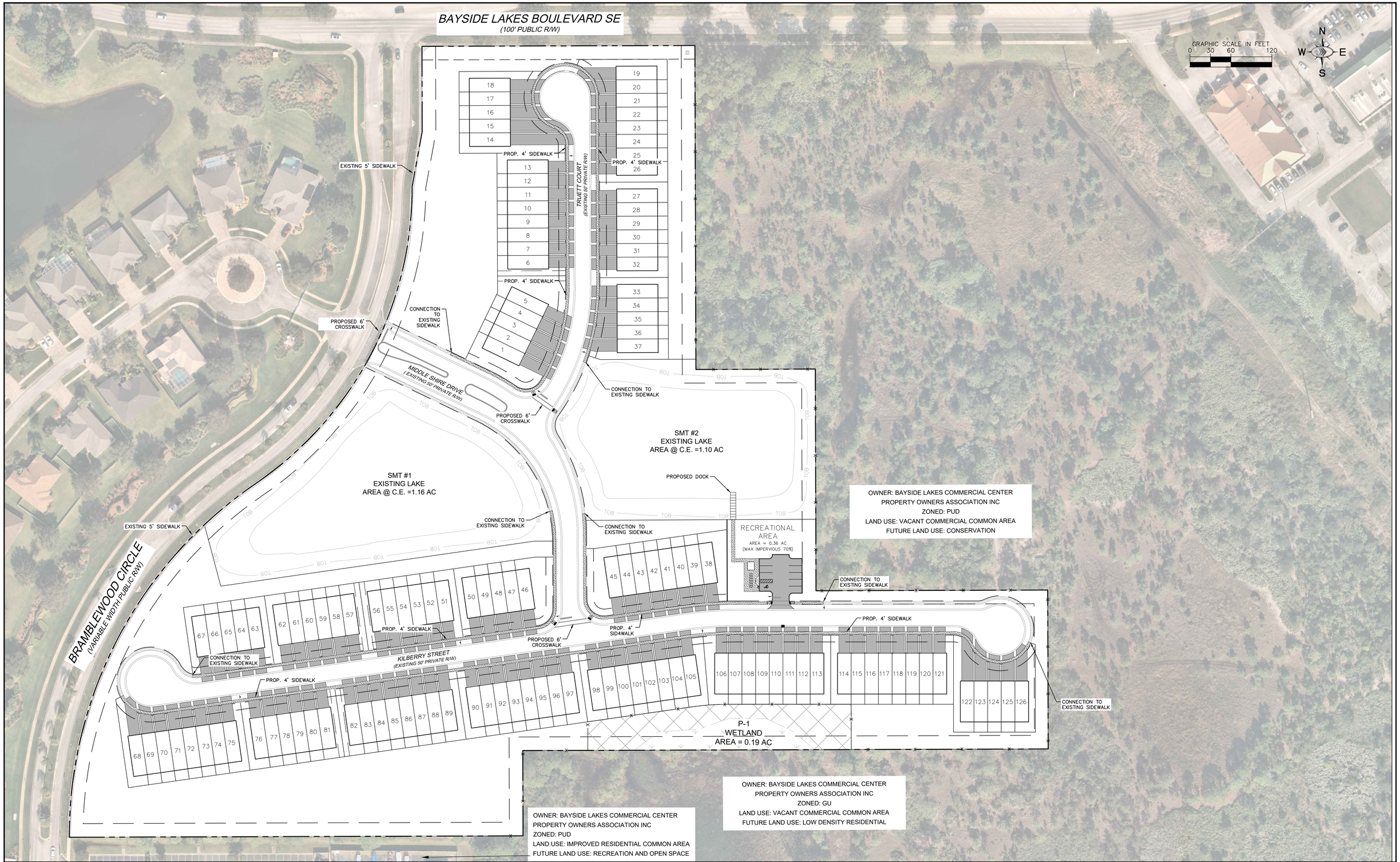

1

INB HOMES

BRAMBLEWOOD TOWNHOMES - PEDESTRIAN CONNECTIVITY PLAN

PALM BAY, FLORIDA

Kimley»Horn

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7341 OFFICE PARK PLACE, SUITE 102, MELBOURNE, FL 32940
PHONE: 321-430-1138
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

ARCHITECT OF RECORD: ROM MORRIS DESIGNS, LLC
365 N. SPAULDING COVE
LAKE MARY, FL 32746

ENGINEER OF RECORD: KINAN HUSAINY, P.E.-KIMLEY-HORN & ASSOCIATES
7341 OFFICE PARK PLACE, SUITE 102
MELBOURNE, FL 32940
1-321-222-6925

SURVEYOR: ACCURIGHT SURVEYS OF ORLANDO, INC., LB 4475
2012 E. ROBINSON STREET, ORLANDO, FLORIDA 32803
WWW.ACCURIGHTSURVEYS.NET
ACCU@ACCURIGHTSURVEYS.NET
(407) 847-2179

DEVELOPER: INB HOMES
3670 MAGUIRE BLVD., SUITE 210
ORLANDO, FL 32803
804-240-9548

GENERAL DESCRIPTION

PROPOSED TOWNHOME SUBDIVISION DEVELOPMENT ON (1) PARCEL TOTALING 20.02 AC.

- TRACT I-6 - PARCEL ID: 29-37-19-RX-I6 (20.02 AC)

MAINTENANCE ENTITY FOR INTERNAL ROADS AND OPEN SPACE TRACTS WILL BE BRAMBLEWOOD TOWNHOMES ASSOCIATION, INC.

COMMON OPEN SPACE CALCULATION:

OPEN SPACE TRACTS	ACRES
OST 1	1.64
OST 2	0.14
OST 3	2.52
OST 4	0.51
SMT #2 (WATER SURFACE)	1.10
RECREATIONAL TRACT PERVIOUS	0.11
TOTAL	6.02

COMMON OPEN SPACE (25% OF TOTAL SITE) REQUIRED = 5.00 ACRES
SMT WATER UTILIZATION (NO MORE THAN 60% OF OPEN SPACE REQUIREMENT) = 3.00 ACRES
COMMON OPEN SPACE PROPOSED = 6.02 ACRES

USE AREA LEGEND

- TOWNHOME STRUCTURE
- TOWNHOME LOT
- OPEN SPACE
- RECREATIONAL TRACT
- EXISTING SIDEWALKS
- PRESERVE TRACT
- STORM WATER MANAGEMENT TRACT (SMT)
- EXISTING ROADWAY
- PROPOSED SIDEWALKS

PROPOSED PUD:

MIN. LOT DIMENSIONS:
AREA: 2,000 SF
WIDTH: 20'
DEPTH: 100'
MIN. DISTANCE BETWEEN STRUCTURE: 20'

MAX. BUILDING COVERAGE:

5-UNIT:	50.00%
6-UNIT	51.43%
8-UNIT	53.33%

BUILDING SETBACKS:

FRONT:	25'
SIDE (INTERIOR)	0'
SIDE (CORNER):	25'
SIDE (END-UNIT):	10'
REAR:	15'

SITE DATA:

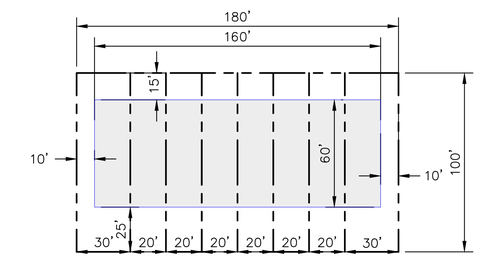
LOCATION:	BRAMBLEWOOD TOWNHOMES, CITY OF PALM BAY TRACT 1-6, BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2 (PB 45, PG 82)	
EXISTING ZONING:	PUD	
PROPOSED ZONING:	PUD	
FUTURE LAND USE:	MULTI-FAMILY RESIDENTIAL	
TOTAL AREA:	20.02 AC	100.00%
TOTAL PERVIOUS:	9.93 AC	49.60%
R.O.W. PERVIOUS:	0.65 AC	3.25%
LOT PERVIOUS:	2.26 AC	11.28%
SMT PERVIOUS:	1.75 AC	8.74%
OPEN SPACE TRACT:	4.81 AC	24.03%
REC TRACT PERVIOUS:	0.11 AC	0.55%
PRESERVE TRACT PERVIOUS:	0.35 AC	1.75%
TOTAL IMPERVIOUS:	10.09 AC	50.40%
R.O.W. IMPERVIOUS:	2.55 AC	12.73%
LOT IMPERVIOUS:	4.78 AC	23.88%
SMT WATER SURFACE:	2.26 AC	11.29%
REC. TRACT IMPERVIOUS:	0.25 AC	1.25%
PAVEMENT OUTSIDE OF R.O.W.	0.06 AC	0.30%
PRESERVE TRACT WETLAND	0.19 AC	0.95%

GRAPHIC SCALE IN FEET
0 30 60 120

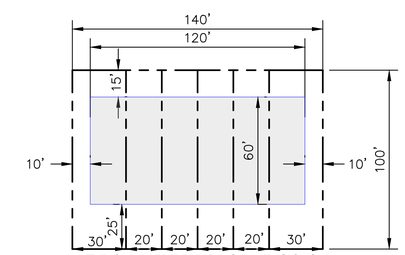
N
W E
S

126 TOWN HOMES

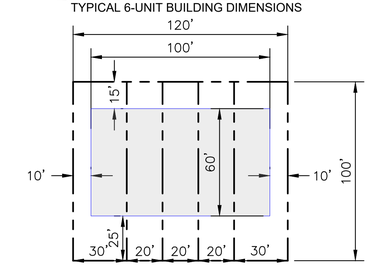
DENSITY 6.30 UNITS/AC



TYPICAL 8-UNIT BUILDING DIMENSIONS



TYPICAL 6-UNIT BUILDING DIMENSIONS



TYPICAL 5-UNIT BUILDING DIMENSIONS

1

INB HOMES

BRAMBLEWOOD TOWNHOMES - PRELIMINARY DEVELOPMENT PLAN

PALM BAY, FLORIDA

Kimley»Horn

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7341 OFFICE PARK PLACE, SUITE 102, MELBOURNE, FL 32940
PHONE: 321-430-1138
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2

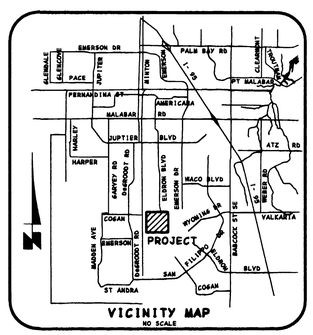
A SUBDIVISION LYING IN SECTIONS 19 AND 20, TOWNSHIP 29 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA
BEING A "REPLAT" OF PORTIONS OF SECTIONS 19 AND 20, "FLORIDA INDIAN RIVER LAND CO." RECORDED IN PLAT BOOK 1, PAGE 165

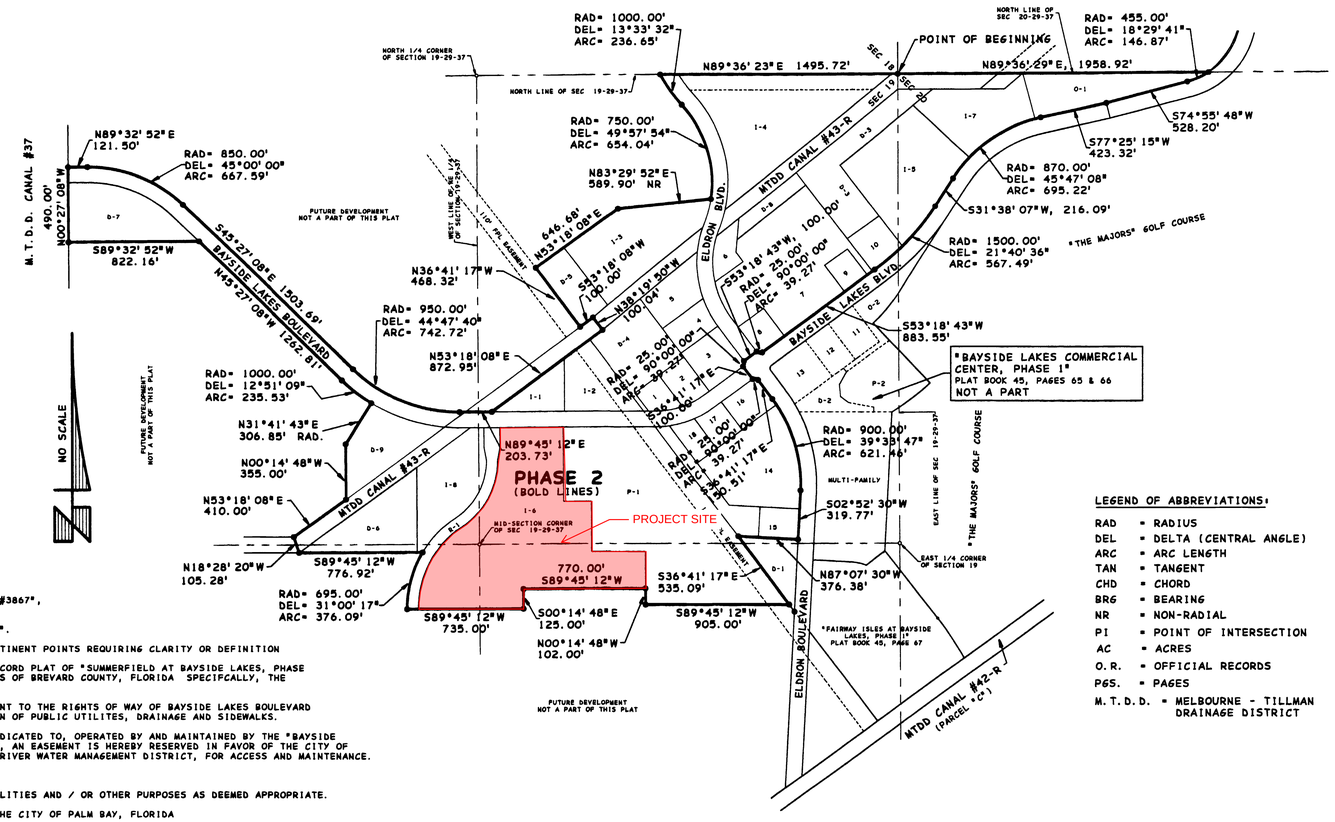
PLAT BOOK 45 PAGE 82
SHEET 1 OF 3
SEC. 19 & 20, TWP. 29 S., RGE. 37 E.

PLAT DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF "FLORIDA INDIAN RIVER LAND CO." SUBDIVISION OF SECTIONS 19 AND 20, TOWNSHIP 29 SOUTH, RANGE 37 EAST, RECORDED IN PLAT BOOK 1, PAGE 165 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED "G&J" WHICH MARKS THE NORTHWEST CORNER OF SAID SECTION 20, AND RUN N.89°36' 29"E., ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1958.92 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BAYSIDE LAKES BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY DEDICATED BY "SUMMERFIELD AT BAYSIDE LAKES, PHASE 1, RECORDED IN PLAT BOOK 45, PAGES 18 THRU 20 OF SAID PUBLIC RECORDS), SAID POINT BEING ON A 455.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N.33°33' 52"W.; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 18°29' 41" A DISTANCE OF 146.87 FEET TO A POINT OF TANGENCY; THENCE S.74°55' 48"W., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 528.20 FEET TO AN ANGLE POINT; THENCE S.77°25' 15"W., ALONG SAID NORTHERLY RIGHT OF WAY LINE (AS DEDICATED BY THE PLAT OF "BAYSIDE LAKES COMMERCIAL CENTER, PHASE 1", RECORDED IN PLAT BOOK 45, PAGES 65 AND 66 OF SAID PUBLIC RECORDS), A DISTANCE OF 423.32 FEET TO THE POINT OF CURVATURE OF AN 870.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, THRU A CENTRAL 45°47' 08" A DISTANCE OF 695.22 FEET TO A POINT OF TANGENCY; THENCE S.31°38' 07"W., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 216.09 FEET TO THE POINT OF CURVATURE OF A 1500.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THRU A CENTRAL ANGLE OF 21°40' 36" A DISTANCE OF 567.49 FEET TO A POINT OF TANGENCY; THENCE S.53°18' 43"W., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 883.55 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS RIGHT OF WAY TRANSITION CURVE TO THE RIGHT; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 90°00' 00" A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S53°18' 43"W., A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS RIGHT OF WAY TRANSITION CURVE TO THE RIGHT HAVING A RADIAL BEARING OF S.53°18' 43"W.; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 90°00' 00" A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S.36°41' 17"E., A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS RIGHT OF WAY TRANSITION CURVE TO THE RIGHT HAVING A RADIAL BEARING OF S.36°41' 17"E.; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE 90°00' 00" A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE WESTERLY RIGHT OF WAY LINE OF ELDRON BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY DEDICATED BY THE AFORESAID PLAT OF "BAYSIDE LAKES COMMERCIAL CENTER, PHASE 1"); THENCE S.36°41' 17"E., ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.51 FEET TO THE POINT OF CURVATURE OF A 900.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THRU A CENTRAL ANGLE OF 39°33' 47" A DISTANCE OF 621.46 FEET TO A POINT OF TANGENCY; THENCE S.02°52' 30"W., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 319.77 FEET TO A NORTHEASTERLY CORNER OF TRACT "D-1" OF SAID "BAYSIDE LAKES COMMERCIAL CENTER, PHASE 1"; THENCE N.87°07' 30"W., ALONG A NORTH LINE OF SAID TRACT AND ALONG IT'S WESTERLY EXTENSION, A DISTANCE OF 376.38 FEET TO A POINT ON THE EASTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN O.R. 113, PAGES 586 AND 588 OF SAID PUBLIC RECORDS; THENCE S.36°41' 17"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 535.09 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S.89°45' 12"W., A DISTANCE OF 905.00 FEET; THENCE N.00°14' 48"W., A DISTANCE OF 102.00 FEET; THENCE S.89°45' 12"W., A DISTANCE OF 770.00 FEET; THENCE S.00°14' 48"E., A DISTANCE OF 125 00 FEET; THENCE S.89°45' 12"W., A DISTANCE OF 735.00 FEET TO A POINT ON A 695.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N89°45' 12"E.; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 31°00' 17" A DISTANCE OF 376.09 FEET; THENCE S.89°45' 12"W., A DISTANCE OF 776.92 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF M.T.D.D. CANAL #43-R AS RECORDED IN O.R. 659, PAGE 268; THENCE N18°28' 20"W., A DISTANCE OF 105.28 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID M.T.D.D. CANAL #43-R; THENCE N.53°18' 08"E., ALONG SAID NORTHERLY LINE, A DISTANCE OF 410.00 FEET; THENCE N.00°14' 48"W., A DISTANCE OF 355.00 FEET; THENCE N.31°41' 43"E., A DISTANCE OF 306.85 FEET TO A POINT ON A 1000.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A RADIAL BEARING OF N31°41' 43"E.; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 12°51' 09" A DISTANCE OF 235 53 FEET TO A POINT OF TANGENCY; THENCE N.45°27' 08"W., A DISTANCE OF 1262.81 FEET; THENCE S.89°32' 52"W., A DISTANCE OF 822.16 FEET TO A POINT ON THE EAST LINE OF M.T.D. CANAL #37; THENCE N.00°27' 08"W., ALONG SAID EAST LINE, A DISTANCE OF 490.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN N.89°32' 52"E., A DISTANCE OF 121.50 FEET TO THE POINT OF CURVATURE OF AN 850.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 45°00' 00" A DISTANCE OF 667.59 FEET TO A POINT OF TANGENCY; THENCE S.45°27' 08"E., A DISTANCE OF 1503.69 FEET TO THE POINT OF CURVATURE OF A 950.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 44°47' 40" A DISTANCE OF 742.72 FEET TO A POINT OF TANGENCY; THENCE N.89°45' 12"E., A DISTANCE OF 203.73 FEET TO A POINT ON THE AFORESAID SOUTHERLY LINE OF M.T.D.D. CANAL #43-R; THENCE N.53°18' 08"E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 872.95 FEET TO AN ANGLE POINT IN SAID LINE, THENCE N.38°19' 50"W., A DISTANCE OF 100.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID CANAL; THENCE S.53°18' 08"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 100.00 FEET TO A POINT ON AFORESAID EASTERLY LINE OF THE 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE N.36°41' 17"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 468.32 FEET; THENCE N.53°18' 08"E., A DISTANCE OF 646.68 FEET; THENCE N.83°29' 52"E., A DISTANCE OF 589.90 FEET TO A POINT ON A 750.00 FOOT RADIUS CURVE TO THE LEFT HAVING A RADIAL BEARING OF N82°01' 24"W.; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 49°57' 54" A DISTANCE OF 654.04 FEET TO A POINT OF REVERSE CURVATURE OF A 1000.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 13°33' 32" A DISTANCE OF 236.65 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 19; THENCE N.89°36' 23"E., ALONG SAID NORTH LINE, A DISTANCE OF 1495.72 FEET TO THE POINT OF BEGINNING; CONTAINING 178.963 ACRES.





SURVEY NOTES:

■ - INDICATES PERMANENT REFERENCE MONUMENTS STAMPED "PRM / PACKARD / LS #3867", UNLESS OTHERWISE NOTED.

● - INDICATES PERMANENT CONTROL POINTS STAMPED "PCP / PACKARD / LS #3867".

o - INDICATES POINTS OF CURVATURE, POINTS OF TANGENCY AND / OR OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION

1.) THE BEARING STRUCTURE OF THIS SURVEY IS BASED ON THE SUBDIVISION RECORD PLAT OF "SUMMERFIELD AT BAYSIDE LAKES, PHASE 1", RECORDED IN PLAT BOOK 45, PAGES 18 THRU 20 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA SPECIFCALLY, THE NORTH LINE OF SECTION 20-29-37 = A BEARING OF N 89°36' 29"E

2.) A STRIP OF LAND 20 FEET IN WIDTH IS HEREBY DEDICATED ALONG / ADJACENT TO THE RIGHTS OF WAY OF BAYSIDE LAKES BOULEVARD AND ELDRON BOULEVARD FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITES, DRAINAGE AND SIDEWALKS.

3.) DRAINAGE TRACTS "D-1" AND "D-3" THRU "D-9", INCLUSIVE, ARE TO BE DEDICATED TO, OPERATED BY AND MAINTAINED BY THE "BAYSIDE LAKES COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, INC.". HOWEVER, AN EASEMENT IS HEREBY RESERVED IN FAVOR OF THE CITY OF PALM BAY, MELBOURNE - TILLMAN WATER CONTROL DISTRICT AND ST JOHNS RIVER WATER MANAGEMENT DISTRICT, FOR ACCESS AND MAINTENANCE.

4.) OTHER / ADDITIONAL EASEMENTS ARE AS DEPICTED ON THIS PLAT

5.) TRACT "R-1" IS RESERVED BY THE DEVELOPER FOR ROADWAY, DRAINAGE, UTILITIES AND / OR OTHER PURPOSES AS DEEMED APPROPRIATE.

6.) TRACT "U-1" (UTILITY) IS A LIFT STATION TRACT HEREBY DEDICATED TO THE CITY OF PALM BAY, FLORIDA

7.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTIONS, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES

8.) THE MELBOURNE - TILLMAN DRAINAGE DISTRICT CANAL #43-R (MTDD #43-R) SHALL BE OWNED BY THE MELBOURNE - TILLMAN WATER CONTROL DISTRICT, SUBJECT TO AN EASEMENT IN FAVOR OF THE "BAYSIDE LAKES COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, INC.", CITY OF PALM BAY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR ACCESS AND MAINTENANCE.

9.) THE ACCESS EASEMENTS NOTED ON THE PLAT ARE INTENDED FOR THE BENEFIT OF AND DEDICATED TO THE OWNERS OF THE TRACTS AND LOTS ADJACENT TO SAID EASEMENTS AND THEIR SUCCESSORS, ASSIGNS AND RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, TENANTS, GUESTS, LICENSEES, CUSTOMERS AND INVITEES WHERE ACCESS EASEMENTS JOIN OR INTERCONNECT, THE OWNER OF A LOT OR TRACT ADJACENT TO AN ACCESS EASEMENT SHALL BE DEEMED BENEFITTED BY ALL ACCESS EASEMENTS ADJOINING OR INTERCONNECTING THERETO

NOTICE: THIS PLAT, AS RECORDED IN IT'S GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

FOR JOINDER SEE ORB 4207 PAGE 0281

DECLARATION OF COVENANTS / RESTRICTIONS:

O. R. _____ PAGE _____

O. R. _____ PAGE _____

LEGEND OF ABBREVIATIONS:

RAD = RADIUS
DEL = DELTA (CENTRAL ANGLE)
ARC = ARC LENGTH
TAN = TANGENT
CHD = CHORD
BRG = BEARING
NR = NON-RADIAL
PI = POINT OF INTERSECTION
AC = ACRES
O.R. = OFFICIAL RECORDS
PGS. = PAGES
M.T.D.D. = MELBOURNE - TILLMAN DRAINAGE DISTRICT

r.m. packard & assoc., inc.
1007 Rockledge Drive
Rockledge, Florida 32955
Tel.: (321) 632-6335

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT THE CORPORATION NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USE AND PURPOSES HEREIN EXPRESSED AND DEDICATES THE ROADWAYS AND THOROUGHFARES KNOWN AS BAYSIDE LAKES BOULEVARD AND ELDRON BOULEVARD, ALONG WITH SELECT ACCESS, DRAINAGE AND / OR UTILITY EASEMENTS AS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC (SUBJECT TO NOTES HEREON)

IN WITNESS WHEREOF, THE BELOW NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND IT'S CORPORATE SEAL TO BE AFFIXED HERETO ON:

DATE: 8/16/00

TOWN CENTER PARTNERS, LTD.
A FLORIDA GENERAL PARTNERSHIP

SEAL

BY: _____

BY: BAYSIDE LAKES DEVELOPMENT CORPORATION
A FLORIDA CORPORATION / GENERAL PARTNER
BY: BENJAMIN E. JEFFERIES, PRESIDENT

SIGNED AND SEALED IN THE PRESENCE OF:

_____ TERESE M BARBER

_____ ALICE PASSMORE

STATE OF FLORIDA, COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON AUGUST 16, 2000
BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENT IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:

BENJAMIN E JEFFERIES, PRESIDENT

RESPECTIVELY AS PRESIDENT ~~AND SECRETARY~~ OF THE ABOVE NAMED CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA TO ME, KNOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC: _____

OFFICIAL NOTARY SEAL
EILEEN SCHULTZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC661192
MY COMMISSION EXPIRES JULY 25, 2000

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON DECEMBER 31, 1999, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS ACCORDING TO SEC 177 091(9), F.S. WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BAY, FLORIDA FOR THE REQUIRED IMPROVEMENTS; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AS AMENDED

DATED: 8/15/00

ROBERT M. PACKARD, PSM
REGISTERED FLORIDA SURVEYOR & MAPPER #3867
FOR: R M PACKARD & ASSOC., INC.
1007 ROCKLEDGE DRIVE
ROCKLEDGE, FLORIDA 32955
TEL : (407) 632-6335
FLORIDA CORPORATE CERTIFICATE #6649

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON: October 21, 1999
THE CITY COUNCIL OF THE CITY OF PALM BAY, FLORIDA APPROVED THE FOREGOING PLAT.

MAYOR: _____

ATTEST: _____ SEAL

CITY CLERK: ALICE PASSMORE

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF PALM BAY

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

Craig S. McKinnon

CRAIG S MCKINNON, PSM
REGISTERED FLORIDA SURVEYOR & MAPPER #5057

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER #177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON:

AUGUST 18, 2000 AT 9:53 A.M. AS NO. 2000155772

Sandy Crawford by _____

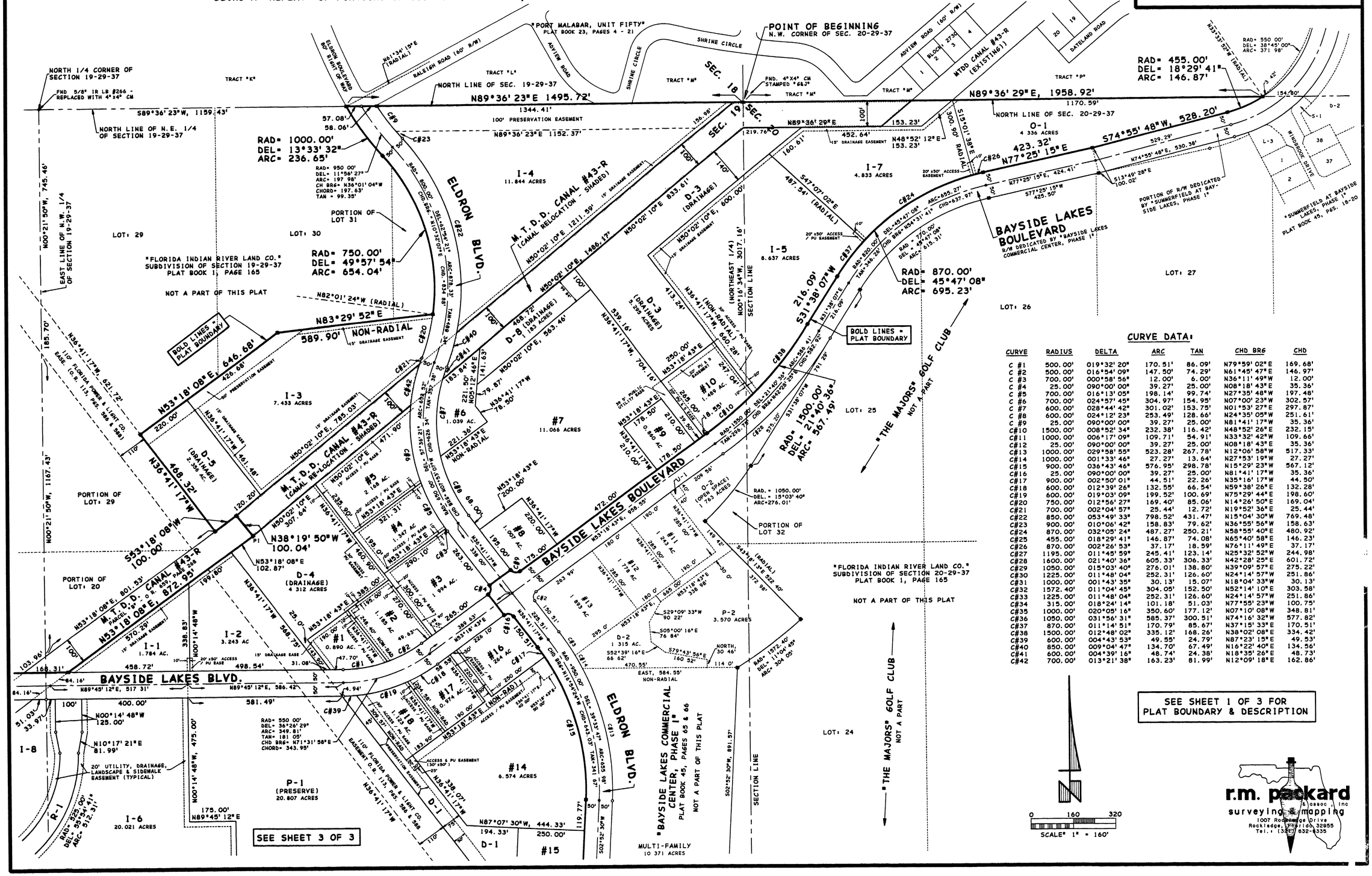
CLERK OF CIRCUIT COURT
IN AND FOR BREVARD COUNTY, FLORIDA

DEPUTY CLERK

BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2

A SUBDIVISION LYING IN SECTIONS 19 AND 20, TOWNSHIP 29 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA
BEING A "REPLAT" OF PORTIONS OF SECTIONS 19 AND 20, "FLORIDA INDIAN RIVER LAND CO." RECORDED IN PLAT BOOK 1, PAGE 165

PLAT BOOK 45 PAGE 83
SHEET 2 OF 3
SEC. 19 & 20, TWP. 29 S., RGE. 37 E.



CURVE DATA:

CURVE	RADIUS	DELTA	ARC	TAN	CHD BRG	CHD
C #1	500.00'	019°32' 20"	170.51'	86.09'	N79°59' 02"E	169.68'
C #2	500.00'	016°54' 09"	147.50'	74.29'	N61°45' 47"E	146.97'
C #3	700.00'	000°58' 56"	12.00'	6.00'	N36°11' 49"W	12.00'
C #4	25.00'	090°00' 00"	39.27'	25.00'	N08°18' 43"E	35.36'
C #5	700.00'	016°13' 05"	198.14'	99.74'	N27°35' 48"W	197.48'
C #6	700.00'	024°57' 45"	304.97'	154.95'	N07°00' 23"W	302.57'
C #7	600.00'	028°44' 42"	301.02'	153.75'	N01°53' 27"E	297.87'
C #8	600.00'	024°12' 23"	253.49'	128.66'	N24°35' 05"W	251.61'
C #9	25.00'	090°00' 00"	39.27'	25.00'	N81°41' 17"W	35.36'
C#10	1500.00'	008°52' 34"	232.38'	116.42'	N48°52' 26"E	232.15'
C#11	1000.00'	006°17' 09"	109.71'	54.91'	N33°32' 42"W	109.66'
C#12	25.00'	090°00' 00"	39.27'	25.00'	N08°18' 43"E	35.36'
C#13	1000.00'	029°58' 55"	523.28'	267.78'	N12°06' 58"W	517.33'
C#14	1000.00'	001°33' 46"	27.27'	13.64'	N27°53' 19"W	27.27'
C#15	900.00'	036°43' 46"	576.95'	298.78'	N15°29' 23"W	567.12'
C#16	25.00'	090°00' 00"	39.27'	25.00'	N81°41' 17"W	35.36'
C#17	900.00'	002°50' 01"	44.51'	22.26'	N35°16' 17"W	44.50'
C#18	600.00'	012°39' 26"	132.55'	66.54'	N59°38' 26"E	132.28'
C#19	600.00'	019°03' 09"	199.52'	100.69'	N75°29' 44"E	198.60'
C#20	750.00'	012°56' 27"	169.40'	85.06'	N14°26' 50"E	169.04'
C#21	700.00'	002°04' 57"	25.44'	12.72'	N19°52' 36"E	25.44'
C#22	850.00'	053°49' 33"	798.52'	431.47'	N15°04' 30"W	769.48'
C#23	900.00'	010°06' 42"	158.83'	79.62'	N36°55' 56"W	158.63'
C#24	870.00'	032°05' 24"	487.27'	250.21'	N58°55' 40"E	480.92'
C#25	455.00'	018°29' 41"	146.87'	74.08'	N65°40' 58"E	146.23'
C#26	870.00'	002°26' 53"	37.17'	18.59'	N76°11' 49"E	37.17'
C#27	1195.00'	011°45' 59"	245.41'	123.14'	N25°32' 52"W	244.98'
C#28	1600.00'	021°40' 36"	605.33'	306.33'	N42°28' 25"E	601.72'
C#29	1050.00'	015°03' 40"	276.01'	138.80'	N39°09' 57"E	275.22'
C#30	1225.00'	011°48' 04"	252.31'	126.60'	N24°14' 57"W	251.86'
C#31	1000.00'	001°43' 35"	30.13'	15.07'	N18°04' 33"W	30.13'
C#32	1572.40'	011°04' 45"	304.05'	152.50'	N52°14' 10"E	303.58'
C#33	1225.00'	011°48' 04"	252.31'	126.60'	N24°14' 57"W	251.86'
C#34	315.00'	018°24' 14"	101.18'	51.03'	N77°55' 23"W	100.75'
C#35	1000.00'	020°05' 16"	350.60'	177.12'	N07°10' 08"W	348.81'
C#36	1050.00'	031°56' 31"	585.37'	300.51'	N74°16' 32"W	577.82'
C#37	870.00'	011°14' 51"	170.79'	85.67'	N37°15' 33"E	170.51'
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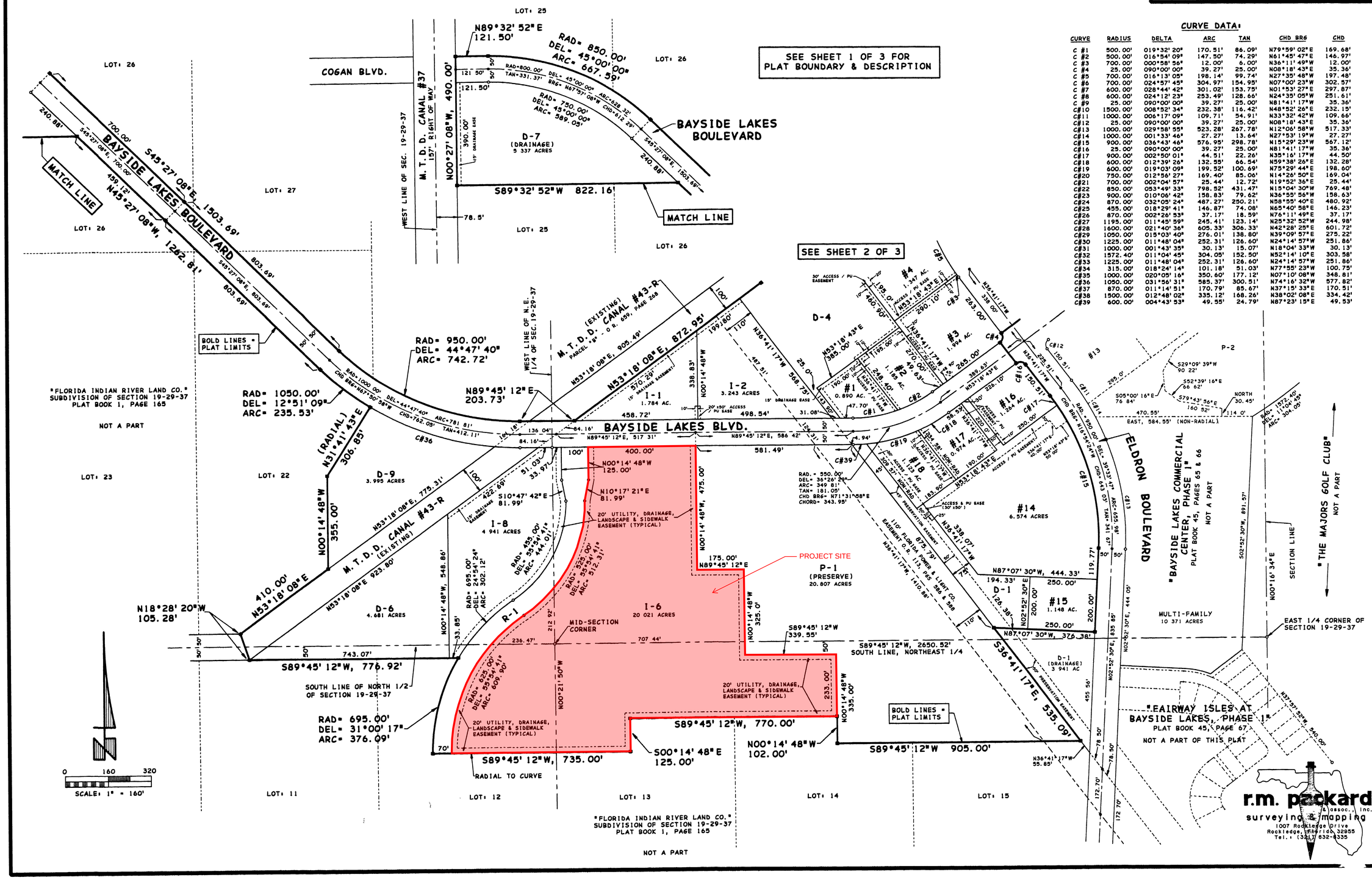
C#40	850.00'	009°04' 47"	134.70'	67.49'	N16°22' 40"E	134.56'
C#41	600.00'	004°39' 16"	48.74'	24.38'	N18°35' 26"E	48.73'
C#42	700.00'	013°21' 38"	163.23'	81.99'	N12°09' 18"E	162.86'

BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2

A SUBDIVISION LYING IN SECTIONS 19 AND 20, TOWNSHIP 29 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA
BEING A "REPLAT" OF PORTIONS OF SECTIONS 19 AND 20, "FLORIDA INDIAN RIVER LAND CO." RECORDED IN PLAT BOOK 1, PAGE 165

PLAT BOOK 45 PAGE 84
SHEET 3 OF 3
SEC. 19 & 20, TWP. 29 S., RGE. 37 E.



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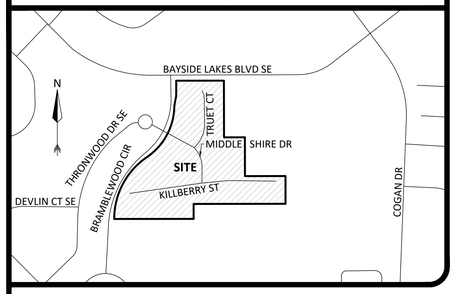
C#39	600.00'	004°43' 53"	49.55'	24.79'	N87°23' 15"E	49.53'

ALTA/NSPS LAND TITLE SURVEY

VICINITY MAP (NOT TO SCALE)



DESCRIPTION

TRACT I-6, BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 82 THROUGH 84, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTES

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST LINE OF TRACT I-6, BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2, AS RECORDED IN PLAT BOOK 45, PAGE 82, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING S00°14'48"E.

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS SURVEY WAS MADE ON THE GROUND. ANY UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM OBSERVED SURFACE UTILITY FEATURES AND/OR DRAWINGS PROVIDED BY CLIENT. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

4. SUBJECT PROPERTY LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12009C0660G, COMMUNITY NO. 120404, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, EFFECTIVE MARCH 17, 2014.

5. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED TO. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

6. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.

7. THIS SURVEY WAS MADE WITH BENEFIT OF STEWART TITLE GUARANTY COMPANY'S COMMITMENT NO. 22-30931, EFFECTIVE: OCTOBER 19, 2022.

8. AREAS OF DEBRIS AND VEGETATION OVERGROWTH HAVE BEEN OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. IMPROVEMENTS IN SAID AREAS HAVE BEEN SHOWN HEREON AS ACCURATELY AS POSSIBLE FROM FIELD OBSERVATIONS AND INFORMATION AVAILABLE. ALSO DUE TO SAID CONDITIONS, THERE MAY BE IMPROVEMENTS WHICH WERE NOT VISIBLE.

9. ELEVATIONS BASED ON CITY OF PALM BAY BENCHMARK #BSL-011 HAVING AN ELEVATION OF 24.011 FEET, (NAVD 88).

*AS TO TABLE "A" ITEMS OF THE CERTIFICATION SHOWN HEREON:

ITEM 4: CONTAINS 872,108 SQUARE FEET OR 20.021 ACRES MORE OR LESS.

SCHEDULE B-2 - EXCEPTIONS

6. ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 45, PAGE 82, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***(ON SUBJECT PROPERTY, SHOWN HEREON.)***

7. COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 4212, PAGE 3045, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TOGETHER WITH ALL AMENDMENTS THERETO, WHICH MAY PROVIDE FOR ASSOCIATION DUES, FEES AND/OR ASSESSMENTS, PRIOR APPROVAL OF SALE, IN ADDITION TO ANY EASEMENTS, RESERVATIONS, COVENANTS, BUILDING SET BACK REQUIREMENTS, OPTION TO PURCHASE, RIGHT OF FIRST REFUSAL, AND ANY SPECIAL ASSESSMENTS WHICH MAY COME DUE BUT OMITTING ANY SUCH COVENANT BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, NATIONAL ORIGIN, HANDICAP, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME, DISABILITY, MEDICAL CONDITION, OR OTHER UNLAWFUL BASIS. ***(ON SUBJECT PROPERTY, BLANKET IN NATURE.)***

8. RESOLUTION NO. 2004-14, INCLUDING TERMS AND CONDITIONS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5209, PAGE 315, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***(ON SUBJECT PROPERTY, CONTAINS NO EASEMENTS TO DEPICT.)***

9. ARTICLES OF INCORPORATION FOR BAYSIDE LAKES COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, INC., INCLUDING TERMS AND CONDITIONS THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4212, PAGE 3034, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. ***(ON SUBJECT PROPERTY, CONTAINS NO EASEMENTS TO DEPICT.)***

N
W E
S

GRAPHIC SCALE

0' 15' 30' 60' 90'

1" = 30'

TREE LEGEND
- PALM
- PINE

AREA SUMMARY

UPLAND AREA
CONTAINS 719,552 SQUARE FEET OR 16.519 ACRES MORE OR LESS.

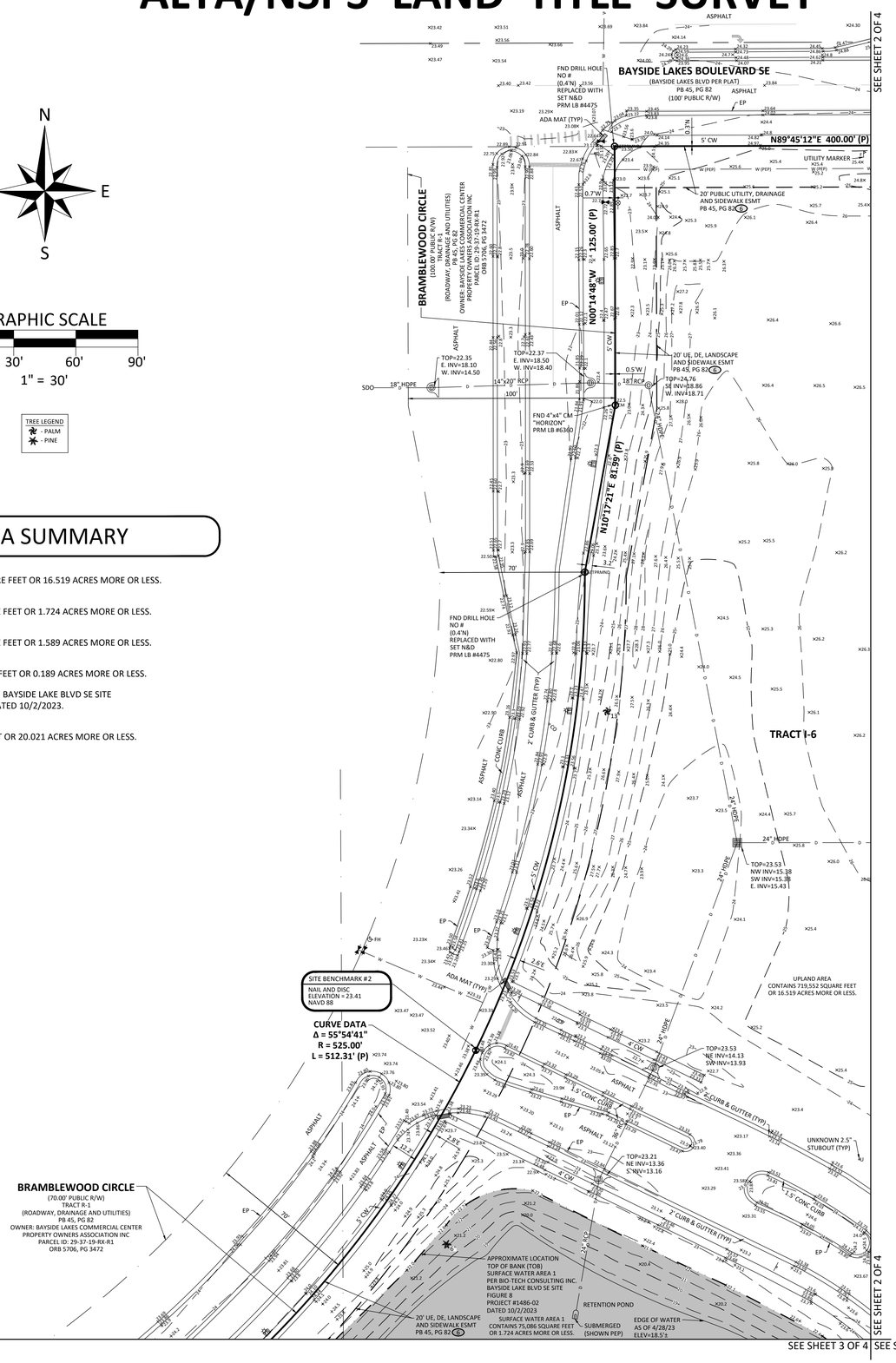
SURFACE WATER 1 AREA
CONTAINS 75,086 SQUARE FEET OR 1.724 ACRES MORE OR LESS.

SURFACE WATER 2 AREA
CONTAINS 69,224 SQUARE FEET OR 1.589 ACRES MORE OR LESS.

WETLAND 1 AREA
CONTAINS 8,246 SQUARE FEET OR 0.189 ACRES MORE OR LESS.

PER BIO-TECH CONSULTING INC., BAYSIDE LAKE BLVD SE SITE
FIGURE 8, PROJECT #1486-02, DATED 10/2/2023.

OVERALL AREA
CONTAINS 872,108 SQUARE FEET OR 20.021 ACRES MORE OR LESS.



ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

SCALE: 1" = 30' | JOB #56617 | SHEET 1 OF 4
DRAWN BY: SAH

PREPARED FOR:
INB HOMES

SUBDIVISION NAME: BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2

LOCATION:
SOUTHEAST INTERSECTION OF BAYSIDE LAKE BLVD & BRAMBLEWOOD CIR
PALM BAY, FL 32909

LEGEND

BB	- BOTTOM OF BANK	MEAS	- MEASURED
	- BACK FLOW PREVENTER	MF	- METAL FENCE
	- BENCHMARK	MS	- METAL SHED
	- BOLLARD		- MITERED END SECTION
-E-	- BURIED ELECTRIC		- MONITORING WELL
BWF	- BARBED WIRE FENCE	N&D	- NAIL & DISC
TV	- CABLE TV RISER	NAVD	- NORTH AMERICAN VERTICAL DATUM
-C-	- BURIED CABLE TV	NGVD	- NATIONAL GEODETIC VERTICAL DATUM
Δ	- CENTRAL ANGLE		
CBW	- CONCRETE BLOCK WALL		
CC	- COVERED CONCRETE	NT	- NON-TANGENT
CCR	- CERTIFIED CORNER RECORD	NTS	- NOT TO SCALE
CF	- CONCRETE FLUME	ORB	- OFFICIAL RECORDS BOOK
CHW	- CONCRETE HEAD WALL	-OW-	- OVERHEAD WIRE
CLF	- CHAIN LINK FENCE	PB	- PLAT BOOK
℄	- CENTERLINE	PC	- POINT OF CURVATURE
CM	- CONCRETE MONUMENT	PEP	- PER ENGINEERING PLANS
CMP	- CORRUGATED METAL PIPE	PF	- PLASTIC FENCE
+CO	- CLEAN OUT	PG	- PAGE
CONC	- CONCRETE	PI	- POINT OF INTERSECTION
COVD	- COVERED	P&M	- PLAT & MEASURED
CP	- CONCRETE PAD	POB	- POINT OF BEGINNING
CW	- CONCRETE WALKWAY	POC	- POINT OF COMMENCEMENT
D&M	- DEED/DESC & MEASURED	PRC	- POINT OF REVERSE CURVATURE
DE	- DRAINAGE EASEMENT		
DESC	- DESCRIPTION	# PS	- PARKING SPACES
	- DOT INLET	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DOC #	- DOCUMENT #		
DP	- DUMPSTER PAD	PT	- POINT OF TANGENCY
DW	- DRIVEWAY	PVC	- PLASTIC PIPE
	- EASEMENT NUMBER	R	- CURVE RADIUS
	- ELECTRIC METER	RCP	- REINFORCED CONCRETE PIPE
	- ELECTRICAL BOX	R/W	- RIGHT OF WAY
EL	- ELEVATION		- SANITARY MANHOLE
ESMT	- EASEMENT	-S-	- SANITARY LINE
EP	- EDGE OF PAVEMENT	SDO	- SHOWN FOR DIRECTION ONLY
FDC	- FIRE DEPARTMENT CONNECTION	SF	- SQUARE FEET
		SWF	- STOCK WIRE FENCE
FIRM	- FLOOD INSURANCE RATE MAP	x00.00	- SPOT ELEVATION
		-D-	- STORM/DRAIN LINE
FFE	- FINISHED FLOOR ELEVATION		- SEWER VALVE
	- FIRE HYDRANT		- STORM MANHOLE
-FM-	- FORCE MAIN	-T-	- UNDERGROUND TELEPHONE
FND	- FOUND		- STORM INLET
FO	- FIBER OPTIC BOX	TB	- TOP OF BANK
-FO-	- FIBER OPTIC LINE		- TRAFFIC POLE
-G-	- GAS LINE		- TRAFFIC SIGN
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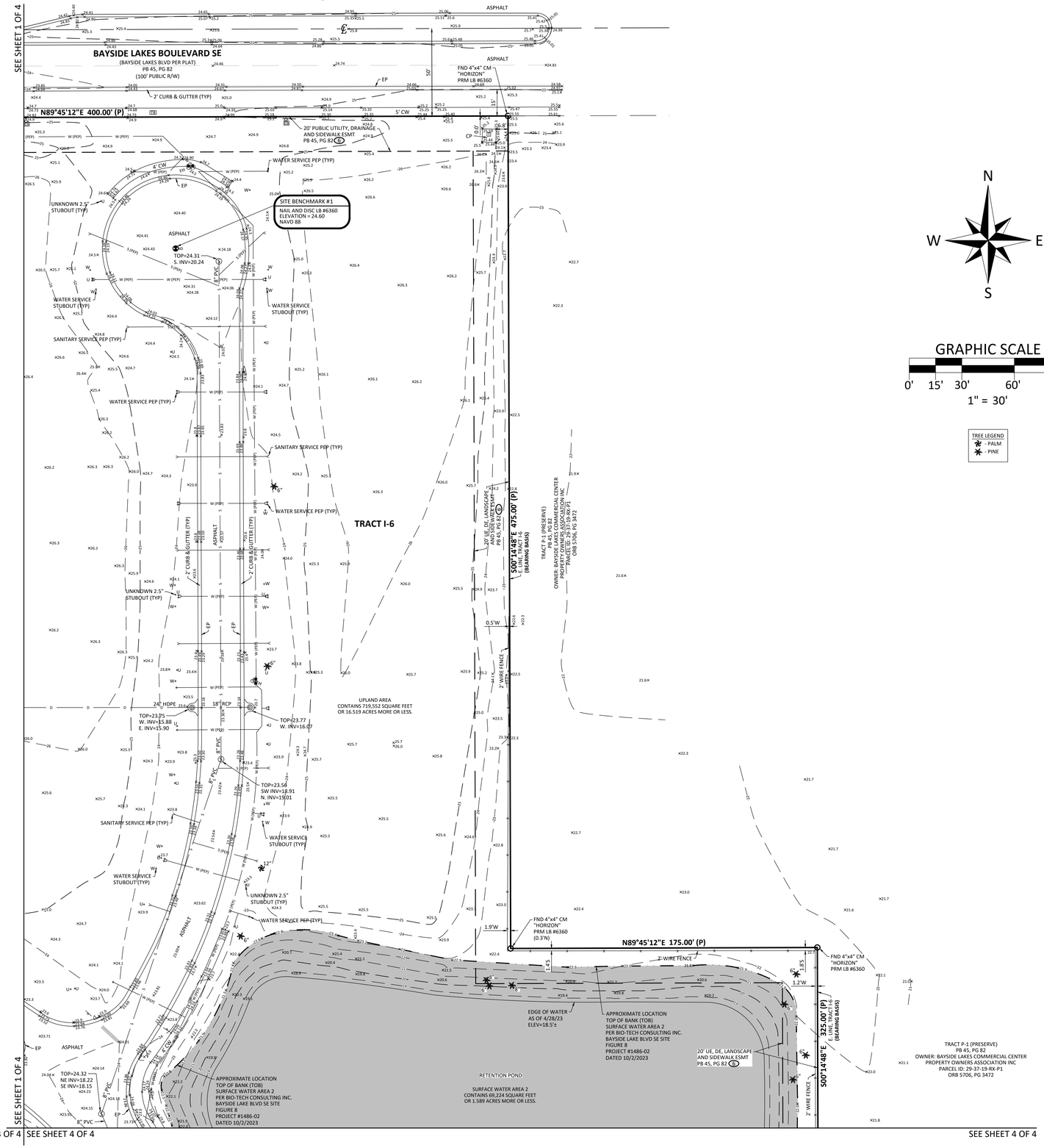
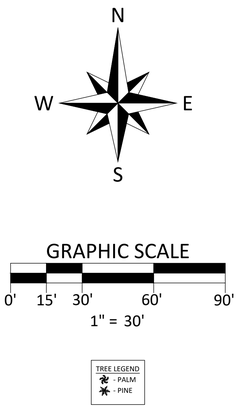
ALTA/NSPS LAND TITLE SURVEY





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DRAWN BY: SAH

PREPARED FOR:

INB HOMES

SUBDIVISION NAME: BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2

LOCATION:
SOUTHEAST INTERSECTION OF BAYSIDE LAKE BLVD & BRAMBLEWOOD CIR
PALM BAY, FL 32909

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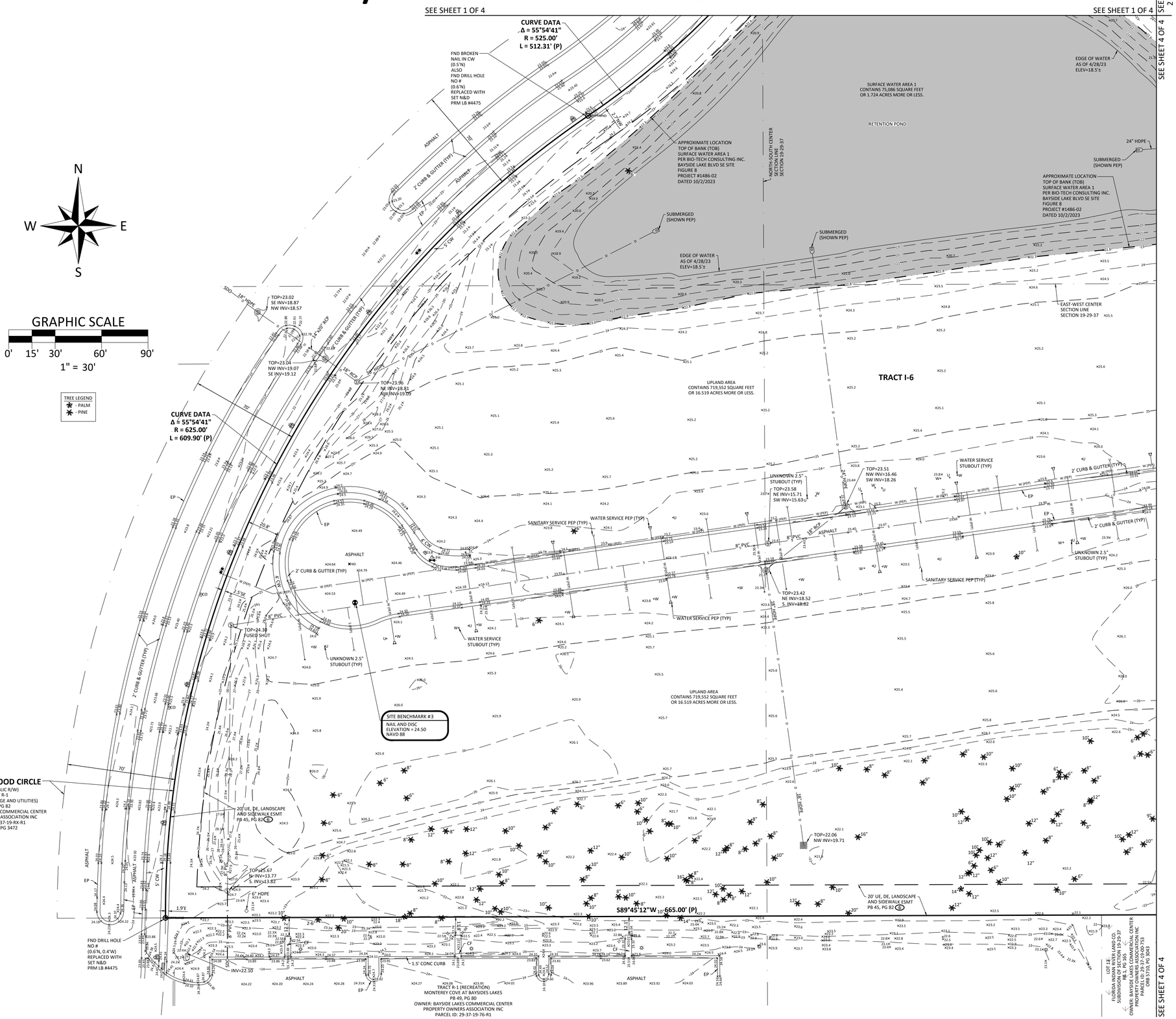

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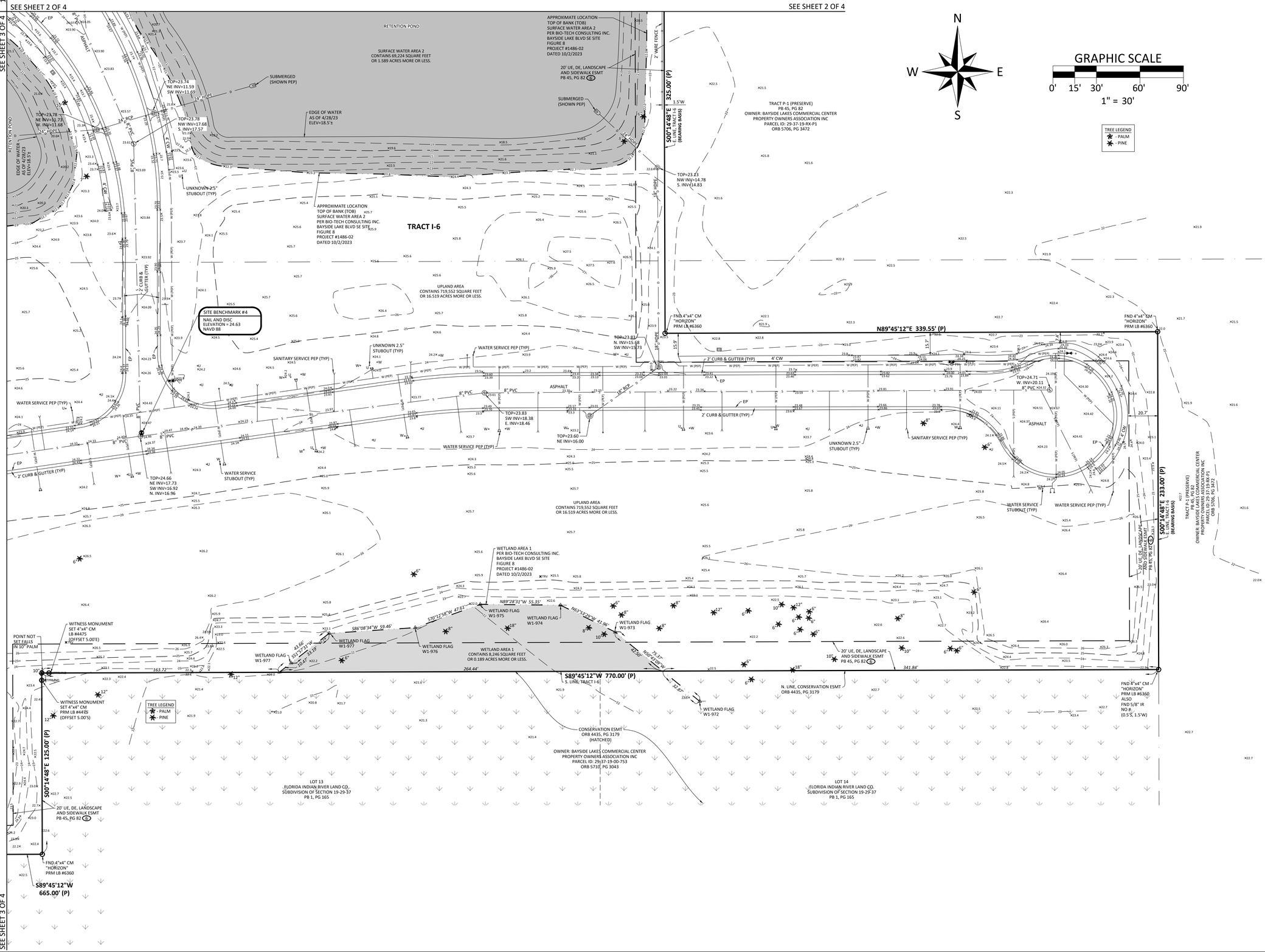

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September 13, 2023

Mr. Frank Watanabe
City Engineer
City of Palm Bay
120 Malabar Road
Palm Bay, FL 32907

RE: ***Bramblewood Townhomes – Traffic Analysis; City of Palm Bay, Florida***
Kimley-Horn Project No. 142191001

Dear Mr. Watanabe:

This letter has been prepared to evaluate the potential impacts of a proposed residential development generally located south of Bayside Lakes Boulevard, east of Bramblewood Circle in the City of Palm Bay. A previously approved (2006) residential development located on the site included approximately 92 dwelling units. The proposed residential development includes an additional 34 dwelling units, which totals to 126 dwelling units. All residential dwelling units will be constructed within the original, undeveloped site.

The project site is currently a 20-acre vacant lot with a previously constructed roadway system. The project location is shown within Figure 1. The previously approved and proposed site plan are provided in the Attachments. Access to the project site is provided via one (1) existing full-access driveway on Bramblewood Circle.

A previous trip generation letter explaining the trip generation potential of the development was submitted to the City of Palm Bay on May 24th, 2023. Per staff comments potential impacts to the Bramblewood Circle at Bayside Lakes Boulevard turn lanes and Bayside Lakes Boulevard at Eldron Boulevard intersection were evaluated. The evaluated study area intersections and roadway segments are illustrated in the attached **Figure 1**.

PROJECT TRAFFIC

Trip generation rates for the proposed residential development were calculated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition. Land Use Code (LUC) 220 (Multifamily Housing [Low-Rise]) was used for the proposed site.

Table 1 provides the daily, AM, and PM peak hour trip generation summaries for the project.

Table 1 – Trip Generation

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed Development								
Multifamily Housing (Low-Rise)	126	883	62	15	47	75	47	28

Notes:
1. Trip Generation was calculated using data from ITE's Trip Generation Manual, 11th Edition.
2. The development was previously approved for 92 dwelling units. The trip generation was calculated based on the approved 92 plus the proposed 34 dwelling units.

Multifamily Housing (Low-Rise) - Not Close to Rail Transit [ITE 220]

Daily	T = 6.41*(X) + 75.31; (X is number of dwelling units)
AM Peak Hour of Adjacent Street	T = 0.31*(X) + 22.85; (X is number of dwelling units); (24% in/ 76% out)
PM Peak Hour of Adjacent Street	T = 0.43*(X) + 20.55; (X is number of dwelling units); (63% in/ 37% out)

Z:\ORL_TPTO\Bramblewood Townhomes\Calcs\[2023-08 - Bramblewood Townhomes_3.xlsm]TG 8/26/23

The project trip distribution for the site was developed based on Version 7.0 of the Central Florida Regional Planning Model (CFRPM), which is based on the Florida Standard Urban Transportation Model Structure (FSUTMS). The CFRPM model distribution was used to estimate the distribution of trips to and from the site. The CFRPM model output is provided in the **Attachments**.

VOLUME DEVELOPMENT

Turning movement counts were collected during the AM (7AM - 9AM) and PM (4PM - 6PM) peak periods at the following study area intersections:

- Bramblewood Circle at Bayside Lakes Boulevard
- Eldron Boulevard / Cogan Drive at Bayside Lakes Boulevard

The peak hour volumes were adjusted to peak season using the most recent peak season correction factors published by FDOT, with a minimum of 1.0 applied. Existing peak season peak hour volumes were adjusted to background volumes utilizing a 2.21% growth rate. The growth rate was derived using traffic data from FDOT Traffic Online. The traffic data is provided in the **Attachments**.

Project traffic was added to background traffic by assigning the trip generation potential using the project trip distribution. Roadway segment volumes were derived from the turning movement counts collected at the study area intersections. Right turn on red percentages (RTOR%), percent heavy vehicle (HV%), and peak hour factors from the turning movement counts were utilizing for the intersection analysis. The traffic volumes used for the intersection analysis are illustrated in the attached **Figure 1**.

INTERSECTION ANALYSIS

The following intersections were evaluated to assess background and buildout operations during the AM and PM peak hour as part of this analysis:

- Bramblewood Circle at Bayside Lakes Boulevard
- Cogan Drive at Bayside Lakes Boulevard

The operating conditions at the study area intersections were analyzed using the Synchro 11 software package, which implements the procedures of the latest Highway Capacity Manual (HCM 6). The existing

lane geometry and signal timings (provided by the City of Palm Bay) were utilized for the analysis. The Synchro outputs are provided in the **Attachments**.

For the background scenario all study area intersections are projected to operate acceptably. **Table 2** summarizes the background intersection volume to capacity ratio, level of service, and delay.

Table 2 – Background Conditions Intersection Analysis Summary (2026)

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay(s)	Max Movement V/C	LOS	Delay(s)	Max Movement V/C
Unsignalized [1]						
Bramblewood Cir at Bayside Lakes Blvd SE	C	16.4	0.21	B	11.9	0.11
Signalized [2]						
Eldron Blvd SE/Cogan Dr at Bayside Lakes Blvd SE	C	30.7	0.82	C	27.5	0.88

Notes:

1. Intersection LOS and delay at unsignalized intersections are reported for the stop-controlled approaches only.
2. For signalized intersection LOS and delay were reported for the entire intersection.

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For the buildout scenario all study area intersections are projected to operate acceptably. **Table 3** summarizes the buildout intersection volume to capacity ratio, level of service, and delay.

Table 3 – Buildout Conditions Intersection Analysis Summary (2026)

Intersection	AM Peak Hour			PM Peak Hour		
	LOS	Delay(s)	Max Movement V/C	LOS	Delay(s)	Max Movement V/C
Unsignalized [1]						
Bramblewood Cir at Bayside Lakes Blvd SE	C	17.5	0.28	B	12.5	0.15
Signalized [2]						
Eldron Blvd SE/Cogan Dr at Bayside Lakes Blvd SE	C	31.5	0.83	C	27.8	0.88

Notes:

1. Intersection LOS and delay at unsignalized intersections are reported for the stop-controlled approaches only.
2. For signalized intersection LOS and delay were reported for the entire intersection.

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In addition to the intersection operational analysis, the Bramblewood Circle at Bayside Lakes Boulevard turn lanes were evaluated. The 95th percentile queues were obtained from the Synchro output. The required deceleration length was obtained from the FDOT Green Book, Table 3-31 (Turn Lanes – Curbed and Uncurbed Medians). Turn lane lengths were considered sufficient if they could store the 95th percentile queue length plus taper length.

The queue evaluation was performed utilizing the existing turn lane lengths. The queue length evaluation is provided in **Table 4**. The findings of the turn lane analysis are summarized below:

Bramblewood Circle at Bayside Lakes Boulevard

- The existing eastbound right turn lane has zero queued vehicles because it is a free flow movement, however the existing turn lane length (115 ft) does not meet the minimum required deceleration length (155 ft) for a 40 MPH speed limit.
- The existing westbound left turn lane length has a queue of less than one vehicle (25 ft) with both background and buildout traffic. The existing turn lane length (120 ft) does not meet the minimum required deceleration length (155 ft) for a 40 MPH speed limit.
- The existing northbound approach turn lanes are anticipated to have queues of less than 1 vehicle (25 feet) in the northbound left and less than 2 vehicles (50 feet) in the northbound right turn lane.
- Project traffic does not create any deficiencies for the existing turn lanes.

Table 4 – Buildout Turn Lane Analysis Summary (2026)

					AM Peak Hour	PM Peak Hour		
Intersection / Movement	Speed Limit	Total Existing Turn Lane Length (ft) [1]	Required Taper Length (ft) [2]	Required Deceleration (ft) [2]	95th Percentile Queue Length (ft) [3]	95th Percentile Queue Length (ft) [3]	Taper L + 95th %tile Queue (ft)	Existing Turn Lane Sufficient? (Y/N) [4]
Bramblewood Cir at Bayside Lakes Blvd								
EBR	40	115	50	155	0	0	50	Y
WBL	40	120	50	155	25	25	75	Y
NBL	25	190	50	145	25	25	75	Y
NBR	25	190	50	145	50	25	100	Y

Notes:
1. Turn lane lengths were derived from the existing turn lane lengths.
2. Based on the FDOT Green Book (Table 3-31).
3. Based on the 95th percentile back of queue length (rounded up in 25 foot increments) as reported in Synchro 11.
4. The existing storage length was determined to be sufficient if the turn lane could accommodate the summation of the 95th percentile queue length plus the required taper length.

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ROADWAY SEGMENT ANALYSIS

The study area roadway segments were evaluated for level of service (LOS) during the AM and PM peak hours. The adopted LOS, service volumes and LOS calculations were derived using the Brevard County Comprehensive Plan (Transportation Element, Policy 1.3), 2010 FDOT Functional Classification Map for Brevard County, and the 2023 FDOT Quality/Level of Service Handbook. The roadway segment volumes were derived using the approach and departure volumes from the turning movement counts adjusted to peak season, with the addition of project traffic.

Based on the segment level of service analysis all segments are anticipated to operate acceptably with the addition of project traffic during both the AM and PM peak hours.

Table 5 and **Table 6** detail the roadway segment analysis for the background and buildout AM and PM peak hour traffic volumes.

Kimley»Horn

Table 5 – AM Peak Hour Background and Buildout Roadway Segment Analysis (2026)

Roadway		ROADWAY ATTRIBUTES [1]			EXISTING VOLUMES (2023) [2]		Applied Growth Rate[3]	FUTURE NON-PROJECT AM PEAK HOUR TRAFFIC CONDITIONS (2026)						% Assign [4]	AM PEAK HOUR PROJECT TRAFFIC		Project Traffic Impact	BUILDOUT AM PEAK HOUR CONDITIONS (2026)					
		Adopted LOS	Number of Lanes	PHPD Service Capacity	EB	WB		Background Growth		V/C Ratios		LOS[6]			EB	WB		Volumes [5]		V/C Ratios		LOS [6]	
From	To							EB	WB	EB	WB	EB	WB					EB	WB	EB	WB	EB	WB
Bayside Lakes Blvd SE																							
Degroodt Rd SW	Bramblewood Cir	E	4	1,748	832	764	2.21%	888	816	0.51	0.47	C	C	23.00%	3	11	0.63%	891	827	0.51	0.47	C	C
Bramblewood Cir	Cogan Dr	E	4	1,665	864	776	2.21%	923	829	0.55	0.50	C	C	77.00%	36	12	2.16%	959	841	0.58	0.51	C	C

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Note:
1. The roadway attributes were obtained from the 2010 FDOT Classification Map, the 2023 QLOS Handbook and the Brevard County Comprehensive Plan (Transportation Element, Policy 1.3)
2. Volumes for Bayside Lakes Blvd SE were derived from the observed TMCs adjusted to peak season.
3. Growth rates were obtained using historical AADT data for Bayside Lakes Blvd from FDOT Traffic Online (count station 707066, Bayside Lakes Blvd, W of Cogan Dr). A 2.21% growth rate was utilized for a conservative analysis.
4. Project traffic assignment was calculated as the maximum across the segment based on the trip distribution and assignment.
5. Buildout volume is the sum of background volumes and project volumes.
6. LOS was derived utilizing the 2023 FDOT Quality/Level of Service Tables.

Table 6 – PM Peak Hour Background and Buildout Roadway Segment Analysis (2026)

Roadway		ROADWAY ATTRIBUTES [1]			EXISTING VOLUMES (2023) [2]		Applied Growth Rate [3]	FUTURE NON-PROJECT PM PEAK HOUR TRAFFIC CONDITIONS (2026)						% Assign [4]	PM PEAK HOUR PROJECT TRAFFIC		Project Traffic Impact	BUILDOUT PM PEAK HOUR CONDITIONS (2026)					
		Adopted LOS	Number of Lanes	PHPD Service Capacity	EB	WB		Background Growth		V/C Ratios		LOS [6]			EB	WB		Volumes [5]		V/C Ratios		LOS [6]	
From	To							EB	WB	EB	WB	EB	WB					EB	WB	EB	WB	EB	WB
Bayside Lakes Blvd SE																							
Degroodt Rd SW	Bramblewood Cir	E	4	1,748	513	636	2.21%	548	679	0.31	0.39	C	C	23.00%	11	6	0.63%	559	685	0.32	0.39	C	C
Bramblewood Cir	Cogan Dr	E	4	1,665	565	719	2.21%	603	768	0.36	0.46	C	C	77.00%	22	36	2.16%	625	804	0.38	0.48	C	C

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Note:
1. The roadway attributes were obtained from the 2010 FDOT Classification Map, the 2023 QLOS Handbook and the Brevard County Comprehensive Plan (Transportation Element, Policy 1.3)
2. Volumes for Bayside Lakes Blvd SE were derived from the observed TMCs adjusted to peak season.
3. Growth rates were obtained using historical AADT data for Bayside Lakes Blvd from FDOT Traffic Online (count station 707066, Bayside Lakes Blvd, W of Cogan Dr). A 2.21% growth rate was utilized for a conservative analysis.
4. Project traffic assignment was calculated as the maximum across the segment based on the trip distribution and assignment.
5. Buildout volume is the sum of background volumes and project volumes.
6. LOS was derived utilizing the 2023 FDOT Quality/Level of Service Tables.

CONCLUSION

The proposed Bramblewood Townhomes expansion results in an additional 34 dwelling units. With the addition of full buildout of the site the existing study area intersections and roadway segments are anticipated to operate acceptably. The existing eastbound right and westbound left turn lanes were found to be less than the recommended deceleration length per the FDOT Green Book, however the background and buildout westbound left queue length is less than one vehicle (25 feet). Project traffic does not create any deficiencies at the study area intersections or Bramblewood at Bayside Lakes Boulevard turn lanes.

Sincerely,
KIMLEY-HORN

Alex Memering, PE
PE Number 91501

Attachments: Site Plan
CFRPM Model Output
Figure 1 – Project Location, Trip Distribution, Buildout Volumes and Study Area
Traffic Data
Intersection Volume Development Sheets
Synchro Output

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ATTACHMENTS

SITE PLAN

SEE CONSENT AND JOINDER RECORDED
IN ORB _____, PAGE _____.
IN ORB _____, PAGE _____.

BRAMBLEWOOD AT BAYSIDE LAKES

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 29 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, BEING A "REPLAT" OF TRACT I-6, PLAT OF BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2, AS RECORDED IN PLAT BOOK 45, PAGES 82-84, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

DESCRIPTION:

TRACT I-6
BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2
BREVARD COUNTY, FLORIDA
PLAT BOOK 45, PAGES 82-84

GENERAL NOTES:

1. BEARING BASIS FOR THIS SURVEY IS CENTERLINE OF BAYSIDE LAKES BOULEVARD, WHICH BEARS N89°44'12"E PER PLAT OF BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2, AS RECORDED IN PLAT BOOK 45, PAGE 82-84, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

2. A 5 FOOT WIDE PUBLIC UTILITIES AND DRAINAGE EASEMENT IS HEREBY CREATED ALONG ALL SIDE LOT LINES. IN THE EVENT TWO OR MORE LOTS ARE COMBINED INTO ONE LOT, THE INTERIOR SIDE LOT EASEMENT SHALL BE AUTOMATICALLY VACATED.

3. ALL UTILITY EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH SERVICE SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, GAS, TELEPHONE, OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

4. A STRIP OF LAND 12 FEET IN WIDTH IS HEREBY DEDICATED ALONG/ADJACENT TO ALL INTERIOR RIGHTS OF WAY FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND SIDEWALKS. DRIVEWAY ACCESS IS PERMITTED OVER AND ACROSS SAID EASEMENT.

5. A STRIP OF LAND 5 FEET IN WIDTH IS HEREBY DEDICATED ALONG ALL REAR LOT LINES FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE, UNLESS OTHERWISE NOTED.

6. THE ROAD RIGHT OF WAYS DEDICATED WITHIN THE LIMITS DESCRIBED HEREON (TRACT A) KNOWN AS MIDDLE SHIRE DRIVE AND TRUETT COURT ARE PRIVATE AND ARE DEDICATED TO THE BRAMBLEWOOD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC. FOR OWNERSHIP AND MAINTENANCE. THE CITY OF PALM BAY IS HEREBY GRANTED AN ACCESS EASEMENT FOR EMERGENCY VEHICLES AND UTILITY MAINTENANCE.

7. TRACT A (PRIVATE ROADWAYS); TRACT A-1 (RECREATION); TRACTS D-1, D-2, AND D-3 (DRAINAGE); AND TRACTS L-1, L-2, AND L-3 (LANDSCAPE, BUFFER AND SIGNAGE) ARE HEREBY DEDICATED TO THE BRAMBLEWOOD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC. FOR OWNERSHIP, OPERATION AND MAINTENANCE.

8. A 20 FOOT PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG THE SOUTH SIDE OF TRACTS L-1 AND L-2 ABUTTING BRAMBLEWOOD CIRCLE AND BAYSIDE LAKES BOULEVARD.

9. FOR JOINDERS IN THE DEDICATION SEE O.R.B. _____ PAGE_____ OF THE PUBLIC RECORDS, BREVARD COUNTY, FLORIDA.

10. FOR OFFSITE DRAINAGE EASEMENTS SEE O.R.B. _____ PAGE_____ AND O.R.B._____ PAGE_____ OF THE PUBLIC RECORDS, BREVARD COUNTY FLORIDA.

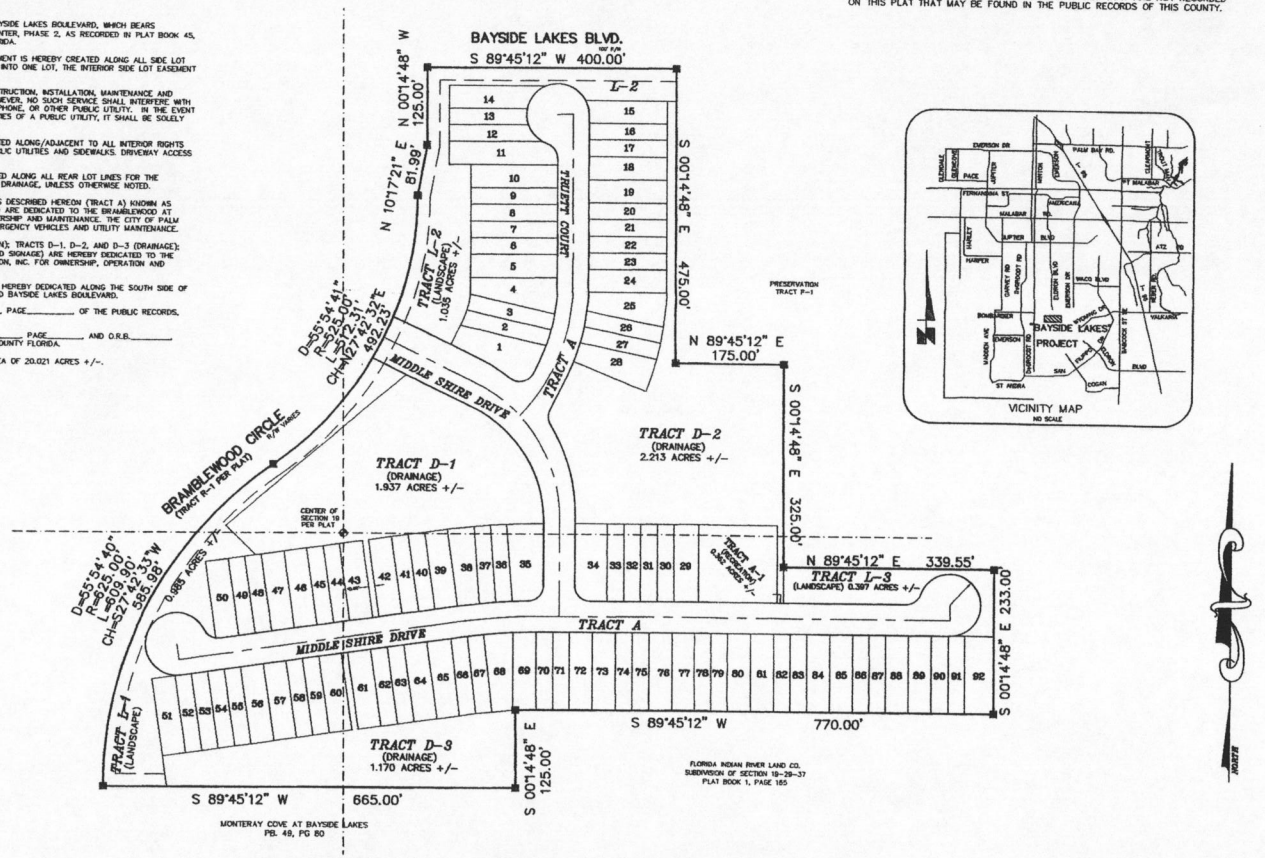
11. THE LAND DESCRIBED HEREON COMPRISES A TOTAL AREA OF 20.021 ACRES +/-.

SURVEYORS' NOTES :

1. ● DENOTES SET MAG NAIL & DISK STAMPED "PCP LB 6360".
2. ⊟ DENOTES SET 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 6360".
3. LOT LINES IN CURVILINEAR LOTS ARE DESIGNATED R (RADIAL) OR NR (NON-RADIAL).
4. PI, PC, PT & C DENOTES POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY, AND CURVE DESIGNATION, RESPECTIVELY.
5. ADDITIONAL ABBREVIATIONS ARE AS FOLLOWS:

P.O.B.	=	POINT OF BEGINNING	LB	=	LICENSED BUSINESS
O.R.B.	=	OFFICIAL RECORDS BOOK	L	=	LINE
P.U.D.	=	PUBLIC UTILITY DISTRICT	POA	=	PROPERTY OWNERS ASSOCIATION
F.P.&L.	=	FLORIDA POWER AND LIGHT	R/W	=	RIGHT OF WAY
P.R.M.	=	PERMANENT REFERENCE MONUMENT			

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



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

TRACT	DESCRIPTION
TRACT A	PRIVATE INGRESS/EGRESS & PUBLIC UTILITIES
TRACT A-1	RECREATION
TRACT D-1	PUBLIC UTILITIES, POA MAINTENANCE & ACCESS, DRAINAGE, STORMWATER TREATMENT & RETENTION
TRACT D-2	PUBLIC UTILITIES, POA MAINTENANCE & ACCESS, DRAINAGE, STORMWATER TREATMENT & RETENTION
TRACT D-3	PUBLIC UTILITIES, POA MAINTENANCE & ACCESS, DRAINAGE, STORMWATER TREATMENT & RETENTION
TRACT L-1	PUBLIC UTILITIES, POA MAINTENANCE & ACCESS, LANDSCAPE & OPEN SPACE
TRACT L-2	PUBLIC UTILITIES, POA MAINTENANCE & ACCESS, LANDSCAPE & OPEN SPACE
TRACT L-3	PUBLIC UTILITIES, POA MAINTENANCE & ACCESS, LANDSCAPE & OPEN SPACE

- PLAT PREPARED BY -
HORIZON SURVEYORS
390 POINCIANA DR.
MELBOURNE, FLORIDA 32935
(321) 254-8133

PLAT BOOK_____ PAGE_____
SHEET 1 OF 1
SECTION 19 TWP. 29 S., RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, the owner in fee simple of the lands described in

BRAMBLEWOOD AT BAYSIDE LAKES

Hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates all public utility easements as described hereon to Brevard County for the perpetual use of the public; and hereby further dedicates to Brevard County a perpetual easement over and across the right-of-way of all private streets and roads shown hereon (such private streets and roads being described hereon as Tract "A") for ingress and egress for public service and emergency vehicles. No other easements are hereby dedicated or granted to the public , it being the intention of the undersigned that all streets and roads and other easements and common areas shown hereon be privately owned and maintained and that the public and Brevard County have no right or interest therein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below and its corporate seal to be affixed hereto on _____

BY _____
BEN JEFFERIES
PRESIDENT

Town Center Partners, LTD.
A Florida Limited Partnership
By Bayside Lakes Development Corporation, as General Partner
770 NORTH DRIVE, SUITE A
MELBOURNE, FLORIDA 32934
(321)-952-2414

Signed and sealed in the presence of: _____

(Print name) _____

(Print name) _____

STATE OF FLORIDA COUNTY OF BREVARD
THIS IS TO CERTIFY, the foregoing instrument was acknowledged before me this ____ day of _____, 2003 by

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

(Print name)
NOTARY PUBLIC
County and State aforesaid

SEAL

My Commission Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on _____ he completed the survey of the lands shown in the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

_____ Registration No. 3982
Robert R. Doerrer, Jr.
Horizon Surveyors of Central Florida, Inc.
390 Poinciana Dr.
Melbourne, Florida 32935
LB - 0006360
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF PALM BAY

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

_____
Craig McKinnon LS 5057
Reviewing Surveyor for the City of Palm Bay

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY That on _____ the _____ approved the foregoing plat

_____
Mayor

ATTEST: _____
City Clerk

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

ATTEST:

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the zoning commission.

Planning and Zoning Director_____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____. File No. _____

_____
Clerk of the Circuit Court
in and for Brevard County, Fla.

PROJECT # 5842
MAY 5, 2006

BRAMBLEWOOD AT BAYSIDE LAKES

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 29 SOUTH, RANGE 37 EAST, CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, BEING A "REPLAT" OF TRACT I-6, PLAT OF BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2, AS RECORDED IN PLAT BOOK 45, PAGES 82-84, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SURVEYORS' NOTES :

1. ● DENOTES SET MAG NAIL & DISK STAMPED "PCP LB 6360".
2. ⊡ DENOTES SET 4" X 4" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 6360".
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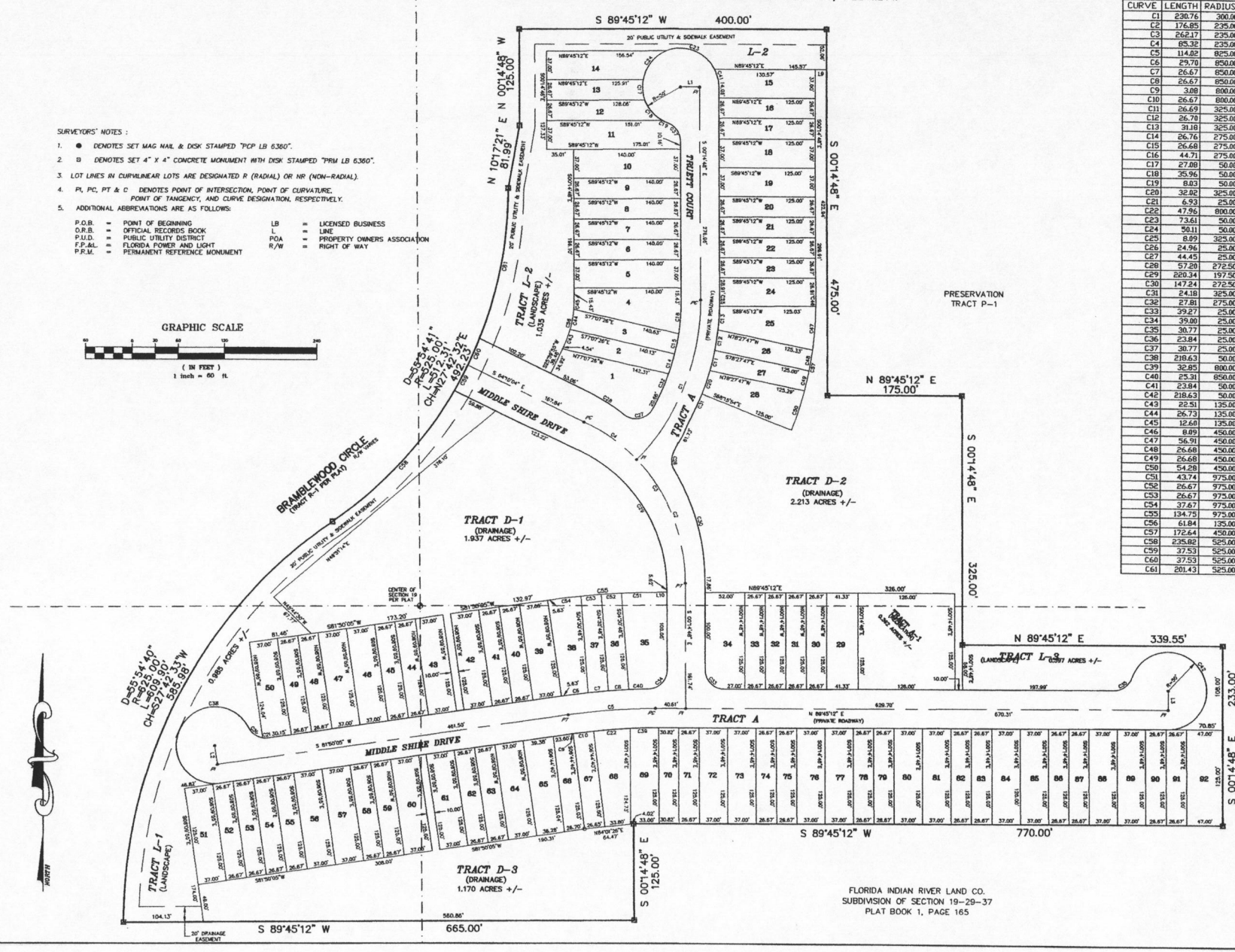
P.R.M.	=	PERMANENT REFERENCE MONUMENT			

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	230.76	300.00	44°04'22"	N21°47'23"E	225.12
C2	176.85	235.00	43°07'05"	N21°48'21"W	172.71
C3	262.17	235.00	63°55'16"	N32°12'26"W	248.79
C4	85.32	235.00	20°48'11"	N53°45'59"W	84.86
C5	114.02	825.00	7°55'07"	S85°47'39"W	113.93
C6	29.70	850.00	2°00'08"	S82°50'10"W	29.70
C7	26.67	850.00	1°47'52"	S84°44'10"W	26.67
C8	26.67	850.00	1°47'52"	S86°32'02"W	26.67
C9	3.08	800.00	0°13'14"	S81°56'42"W	3.08
C10	26.67	800.00	1°54'36"	S83°00'37"W	26.67
C11	26.69	325.00	4°42'22"	N13°44'15"E	26.69
C12	26.70	325.00	4°42'25"	N09°01'52"E	26.69
C13	31.18	325.00	5°29'50"	N03°55'44"E	31.17
C14	26.76	275.00	5°34'32"	N17°24'56"E	26.75
C15	26.68	275.00	5°33'33"	N11°50'54"E	26.67
C16	44.71	275.00	9°18'56"	N04°24'40"E	44.66
C17	27.08	50.00	31°02'05"	S04°51'01"E	26.75
C18	35.96	50.00	41°12'06"	S40°58'06"E	35.19
C19	8.03	50.00	9°12'22"	S66°10'20"E	8.03
C20	32.02	325.00	5°38'40"	N18°54'46"E	32.00
C21	6.93	25.00	15°53'30"	N89°46'50"E	6.91
C22	47.96	800.00	3°26'06"	S85°40'38"W	47.96
C23	73.61	50.00	84°21'17"	N69°44'18"W	67.14
C24	50.11	50.00	57°25'02"	S39°22'32"W	48.04
C25	8.09	325.00	1°25'38"	N00°28'01"E	8.09
C26	24.96	25.00	57°12'11"	S02°36'10"E	[illegible]
C27	44.45	25.00	101°51'38"	N76°55'44"E	[illegible]
C28	57.20	272.50	12°01'37"	N56°09'16"W	[illegible]
C29	220.34	197.50	63°55'16"	N32°12'26"W	[illegible]
C30	147.24	272.50	30°57'28"	N15°43'32"W	1[illegible]
C31	24.18	325.00	4°15'49"	N23°52'01"E	[illegible]
C32	27.81	275.00	5°47'43"	N23°06'04"E	27.80
C33	39.27	25.00	90°00'00"	S45°14'48"E	35.36
C34	39.00	25.00	89°23'07"	N44°26'45"E	35.17
C35	30.77	25.00	70°31'44"	N54°29'20"E	28.87
C36	23.84	25.00	54°38'14"	S54°57'18"E	22.95
C37	30.77	25.00	70°31'44"	N35°38'40"W	28.87
C38	218.63	50.00	250°31'44"	S27°05'57"W	81.65
C39	32.85	800.00	2°21'11"	S88°34'37"W	32.85
C40	25.31	850.00	1°42'21"	S88°17'08"W	25.31
C41	23.84	50.00	27°18'51"	N13°54'14"W	23.61
C42	218.63	50.00	250°31'44"	N35°38'40"W	81.65
C43	22.51	135.00	9°33'99"	N21°13'21"E	22.48
C44	26.73	135.00	11°20'38"	N10°46'28"E	26.68
C45	12.60	135.00	5°20'57"	N02°25'40"E	12.60
C46	8.09	450.00	1°01'50"	N00°16'07"E	8.09
C47	56.91	450.00	7°14'44"	N04°24'24"E	56.87
C48	26.68	450.00	3°23'51"	N09°43'41"E	26.68
C49	26.68	450.00	3°23'50"	N13°07'32"E	26.68
C50	54.28	450.00	6°54'40"	N18°16'46"E	54.25
C51	43.74	975.00	2°34'13"	S88°28'06"W	43.73
C52	26.67	975.00	1°34'02"	S86°23'58"W	26.67
C53	26.67	975.00	1°34'02"	S84°49'56"W	26.67
C54	37.67	975.00	2°12'50"	S82°56'30"W	37.67
C55	134.75	975.00	7°55'07"	S85°47'39"W	134.64
C56	61.84	135.00	26°14'43"	N12°52'34"E	61.30
C57	172.64	450.00	21°58'54"	N10°44'39"E	171.59
C58	235.82	525.00	25°44'11"	N42°47'43"E	233.85
C59	37.53	525.00	4°05'46"	N27°52'49"E	37.52
C60	37.53	525.00	4°05'46"	N23°47'03"E	37.52
C61	201.43	525.00	21°58'58"	N10°44'41"E	200.20

LINE TABLE		
LINE	LENGTH	BEAR[illegible]
L1	25.00	N89[illegible]
L2	25.00	S08[illegible]
L3	25.00	S00°1[illegible]
L9	14.99	N89°45[illegible]
L10	15.61	N89°45'12[illegible]

FLORIDA INDIAN RIVER LAND CO.
SUBDIVISION OF SECTION 19-29-37
PLAT BOOK 1, PAGE 165

- PLAT PREPARED BY -
HORIZON SURVEYORS
390 POINCIANA DR.
MELBOURNE, FLORIDA 32935
(321) 254-8133

PROJECT # 5842
MAY 5, 2006

R:\PC\Projects\Bayside Lakes Tenkinnes\Plats - Horizon\05-06-06 Bramblewood - Horizon Plat.dwg 5/8/2006 1:31:16 PM Bayside Lakes Development Corp

ARCHITECT OF RECORD: ---

ENGINEER OF RECORD: KINAN HUSAINY, P.E.-KIMLEY-HORN & ASSOCIATES
7341 OFFICE PARK PLACE, SUITE 102
MELBOURNE, FL 32940
1-321-222-6925

SURVEYOR: ACCURIGHT SURVEYS OF ORLANDO, INC., LB 4475
2012 E. ROBINSON STREET, ORLANDO, FLORIDA 32803
WWW.AccurightSurveys.net
ACCU@AccurightSurveys.net
(407) 847-2179

DEVELOPER: INB HOMES
3670 MAGUIRE BLVD., SUITE 210
ORLANDO, FL 32803
804-240-9548

GENERAL DESCRIPTION

PROPOSED TOWNHOME SUBDIVISION DEVELOPMENT ON (1) PARCEL TOTALING 20.021 AC.

- TRACT I-6 - PARCEL ID: 29-37-19-RX-16 (20.02 AC)

USE AREA LEGEND

- TOWNHOME STRUCTURE
- TOWNHOME LOT
- OPEN SPACE
- RECREATIONAL TRACT
- STORM WATER MANAGEMENT TRACT (SMT)
- EXISTING ROADWAY
- PROPOSED SIDEWALKS
- EXISTING SIDEWALKS

MIN. LOT DIMENSIONS:
AREA: 1,700 SF
WIDTH: 20'
DEPTH: 85'
MIN. DISTANCE BETWEEN STRUCTURE: 20'

MAX. BUILDING COVERAGE:

4-UNIT:	42.35%
5-UNIT:	44.11%
6-UNIT	45.37%
8-UNIT	47.05%

BUILDING SETBACKS:

FRONT:	25'
SIDE (INTERIOR)	0'
SIDE (CORNER):	25'
SIDE (END-UNIT):	10'
REAR:	15'

SITE DATA:

LOCATION:	BRAMBLEWOOD TOWNHOMES, CITY OF PALMBAY TRACT 1-6, BAYSIDE LAKES COMMERCIAL CENTER, PHASE 2 (PB 45, PG 82)
FEMA (FIRM):	12009C0660G - 03/17/2014
FLOOD ZONE:	ZONE X
PARCEL ID:	29-37-19-RX-16
TAX DISTRICT:	34U0 - PALM BAY
EXISTING ZONING:	PUD
PROPOSED ZONING:	PUD
FUTURE LAND USE:	MULTI-FAMILY RESIDENTIAL
PROJECT AREA:	±20.02 AC
NUMBER OF BUILDINGS:	19 TOTAL
NUMBER OF UNITS: 126 TOTAL	2 (4 UNIT)+ 4 (5 UNIT) + 3 (6 UNIT) + 10 (8 UNIT) =
UNIT TYPE:	---
MAXIMUM BUILDING HEIGHT:	35'
PROPOSED BUILDING HEIGHT:	---
MINIMUM DRIVEWAY WIDTH REQUIRED:	16'

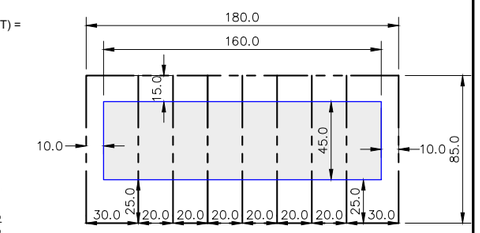
TOTAL AREA:	20.02 AC	100.00%
TOTAL PERVIOUS:	11.48 AC	57.33%
R.O.W. PERVIOUS:	0.94 AC	4.69%
LOT'S PERVIOUS:	2.16 AC	10.78%
SMT'S:	1.65 AC	8.24%
OPEN SPACE TRACT:	6.53 AC	32.61%
REC TRACT	0.08 AC	0.34%
TOTAL IMPERVIOUS:	8.59 AC	42.90%
R.O.W. IMPERVIOUS:	2.26 AC	11.28%
LOT'S IMPERVIOUS:	3.76 AC	18.78%
SMT'S:	2.27 AC	11.33%
REC. TRACT IMPERVIOUS	0.30 AC	1.49%
PAVEMENT OUTSIDE OF R.O.W.	.12 AC	0.59%

GRAPHIC SCALE IN FEET
0 30 60 120

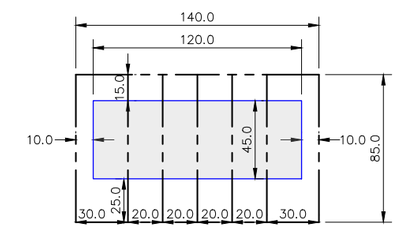
N W E S

126 TOWN HOMES

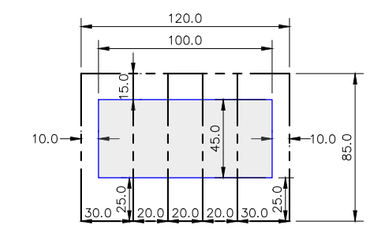
DENSITY 6.29 UNITS/AC



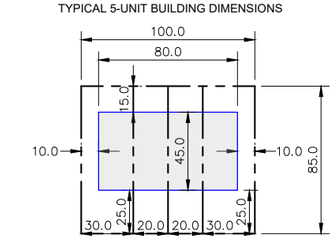
TYPICAL 8-UNIT BUILDING DIMENSIONS



TYPICAL 6-UNIT BUILDING DIMENSIONS



TYPICAL 5-UNIT BUILDING DIMENSIONS



TYPICAL 4-UNIT BUILDING DIMENSIONS

INB HOMES

BRAMBLEWOOD TOWNHOMES - FINAL DEVELOPMENT PLAN

PALM BAY, FLORIDA

Kimley»Horn

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7341 OFFICE PARK PLACE, SUITE 102, MELBOURNE, FL 32940
PHONE: 321-430-1138
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

COMMON OPEN SPACE CALCULATION:

OPEN SPACE TRACTS	ACRES	
OST 1	2.04	
OST 2	4.24	
OST 3	0.25	
RECREATIONAL TRACT	0.38	
TOTAL	6.91	
STORMWATER MANAGEMENT TRACTS	**ACRES**	**75% CREDIT (ACRES)**
SMT 1	2.12	1.59
SMT 2	1.8	1.35
TOTAL	3.92	2.94

*SMT ACREAGE CALCULATIONS IS BASED ON THE 75% CREDIT

TOTAL AREAS	ACRES	PERCENT
OPEN SPACE TRACTS	6.91	74.09%
*STORMWATER MANAGEMENT TRACTS	2.94	25.91%
TOTAL	9.85	100.00%

COMMON OPEN SPACE (25% OF TOTAL SITE) REQUIRED = 5.00 ACRES
COMMON OPEN SPACE PROPOSED = 9.85 ACRES

USE AREA LEGEND

- TOWNHOME STRUCTURE
- TOWNHOME LOT
- OPEN SPACE
- RECREATIONAL TRACT
- STORM WATER MANAGEMENT TRACT (SMT)
- EXISTING ROADWAY
- PROPOSED SIDEWALKS
- EXISTING SIDEWALKS

PARKING TABULATION:

MINIMUM REQUIRED PARKING SPACES: ---

PARALLEL PARKING SPACES: ---

TOTAL SPACES PROVIDED: ---

LEGEND

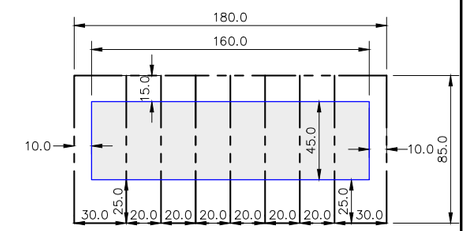
OST	OPEN SPACE TRACT
S.M.T.	STORMWATER MANAGEMENT TRACT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT

GRAPHIC SCALE IN FEET
0 30 60 120

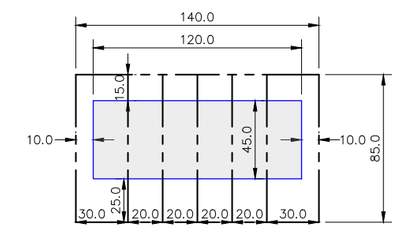
N W E S

126 TOWN HOMES

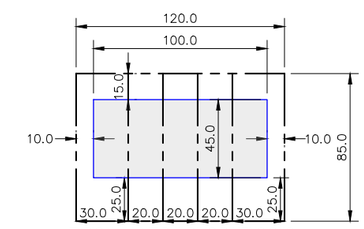
DENSITY 6.29 UNITS/AC



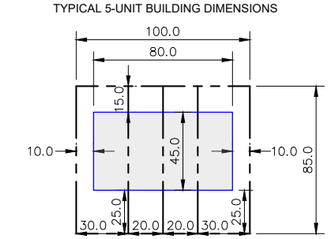
TYPICAL 8-UNIT BUILDING DIMENSIONS



TYPICAL 6-UNIT BUILDING DIMENSIONS



TYPICAL 5-UNIT BUILDING DIMENSIONS



TYPICAL 4-UNIT BUILDING DIMENSIONS

INB HOMES

BRAMBLEWOOD TOWNHOMES - FINAL DEVELOPMENT PLAN

PALM BAY, FLORIDA

Kimley»Horn

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PHONE: 321-430-1138
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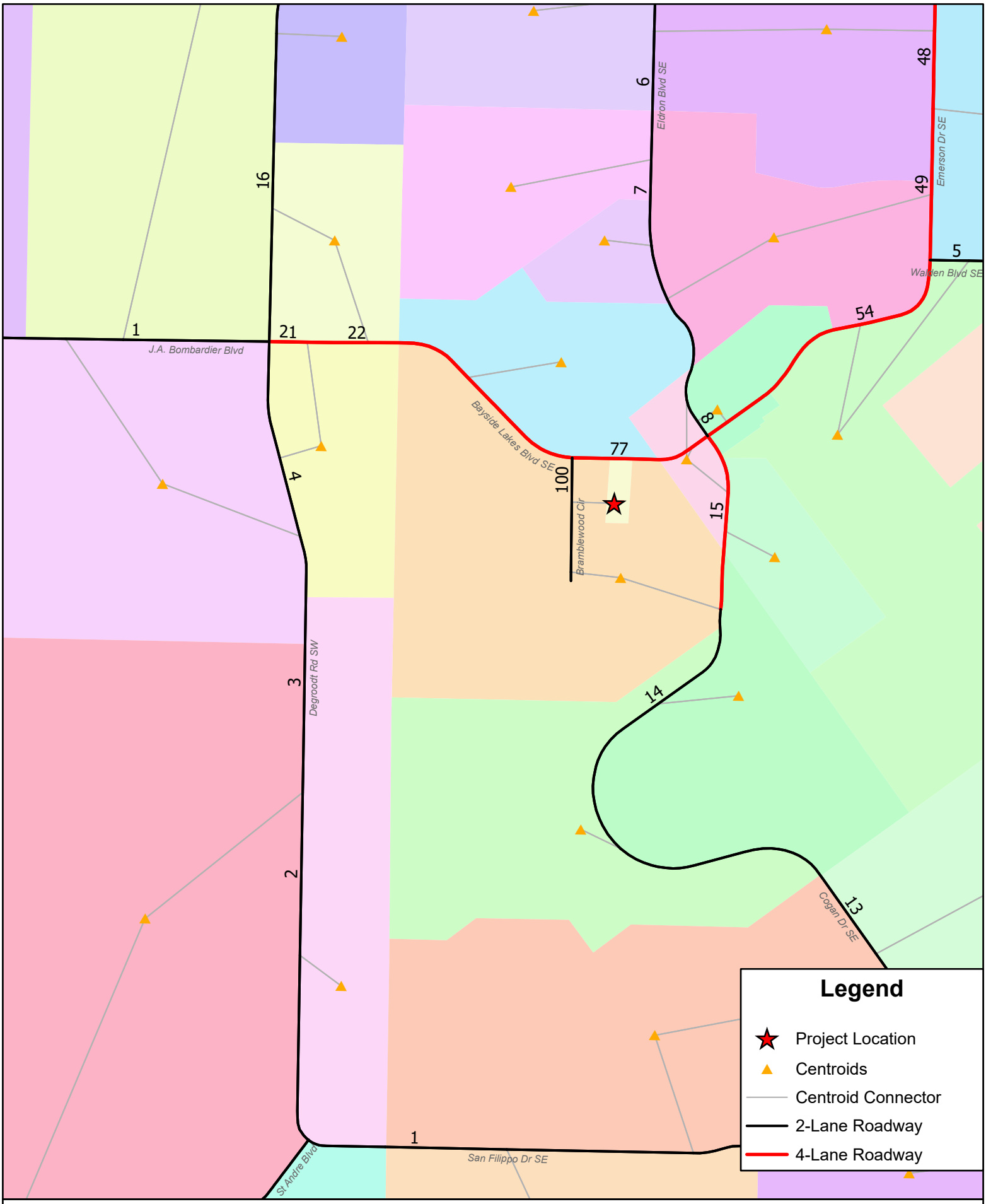
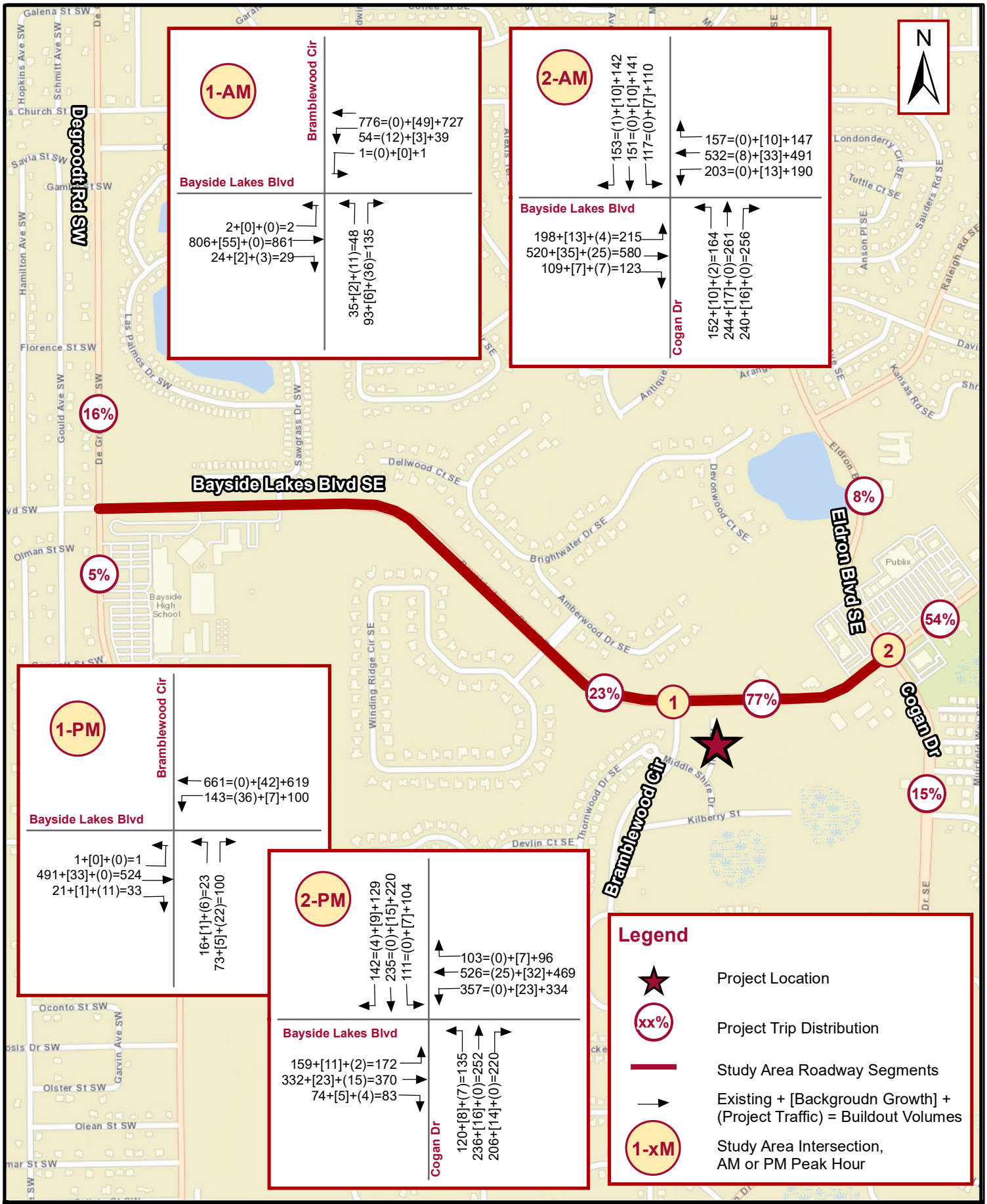
CFRPM MODEL OUTPUT



Trip Distribution - Bramblewood Townhomes
CFRPMv7 - 2025 - 8/24/2023

FIGURE 1 – PROJECT LOCATION, TRIP DISTRIBUTION, BUILDOUT VOLUMES AND STUDY AREA



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189 South Orange Avenue Suite 1000
Phone: (407) 898-5111
www.kimley-horn.com Registry No. 35106

SITE LOCATION, TRIP DISTRIBUTION, STUDY AREA, AND BUILDOUT VOLUMES

BRAMBLEWOOD TOWNHOMES
CITY OF PALM BAY, FLORIDA

Not To Scale	Project No. 142191001	August 2023	Figure 1

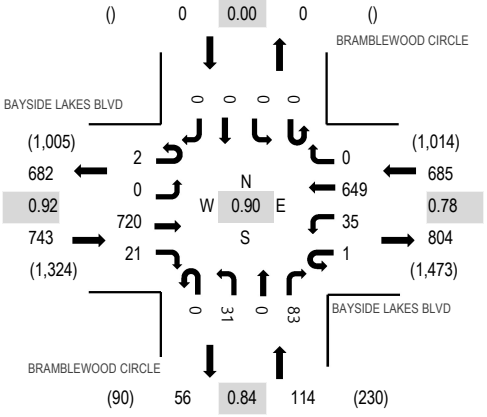
C:\Users\alexander.campano\OneDrive - KH\Alexs folder\projects\ORL\Bramblewood Townhomes TIA\Fig1 - Site Location, Trip Distribution, Study Area & Bo Vols.mxd - 8/26/2023 3:19:52 PM - Alexander.Campano

TRAFFIC DATA

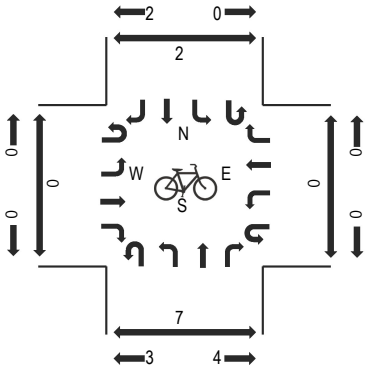
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 BRAMBLEWOOD CIRCLE & BAYSIDE LAKES BLVD AM
Date: Wednesday, August 16, 2023
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 08:00 AM - 08:15 AM

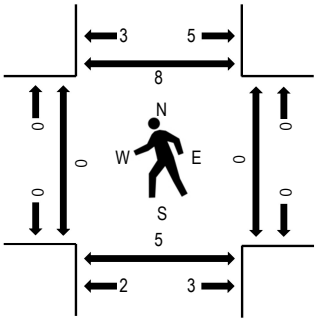
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BAYSIDE LAKES BLVD Eastbound				BAYSIDE LAKES BLVD Westbound				BRAMBLEWOOD CIRCLE Northbound				BRAMBLEWOOD CIRCLE Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
7:00 AM	0	0	134	2	0	5	47	0	0	1	0	26	0	0	0	0	215	1,251	0	0	0	0
7:15 AM	0	0	167	0	0	6	101	0	0	10	0	24	0	0	0	0	308	1,463	0	0	0	3
7:30 AM	0	0	173	2	1	4	121	0	0	11	0	27	0	0	0	0	339	1,542	0	0	4	2
7:45 AM	0	0	175	8	0	8	169	0	0	8	0	21	0	0	0	0	389	1,488	0	0	0	3
8:00 AM	1	0	176	7	0	10	210	0	0	8	0	15	0	0	0	0	427	1,317	0	0	1	1
8:15 AM	1	0	196	4	0	13	149	0	0	4	0	20	0	0	0	0	387		0	0	0	2
8:30 AM	0	0	168	1	1	6	75	0	0	7	0	27	0	0	0	0	285		0	1	0	3
8:45 AM	0	0	105	4	0	10	78	0	0	4	0	17	0	0	0	0	218		0	0	0	3

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Lights	2	0	706	19	1	34	624	0	0	31	0	82	0	0	0	0	1,499
Mediums	0	0	14	1	0	1	25	0	0	0	0	1	0	0	0	0	42
Total	2	0	720	21	1	35	649	0	0	31	0	83	0	0	0	0	1,542

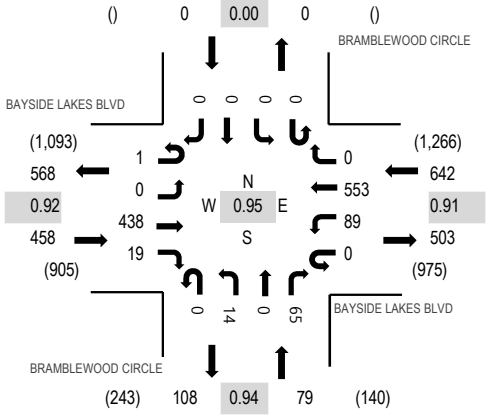
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.2%				3.8%				0.9%				0.0%			2.8%
Heavy Vehicle %	0.0%	0.0%	1.9%	9.5%	0.0%	2.9%	3.9%	0.0%	0.0%	0.0%	0.0%	1.2%	0.0%	0.0%	0.0%	0.0%	2.8%
Peak Hour Factor		0.92				0.78				0.84				0.00			0.90
Peak Hour Factor	0.50	0.00	0.92	0.66	0.25	0.75	0.77	0.00	0.00	0.84	0.00	0.91	0.00	0.00	0.00	0.00	0.90

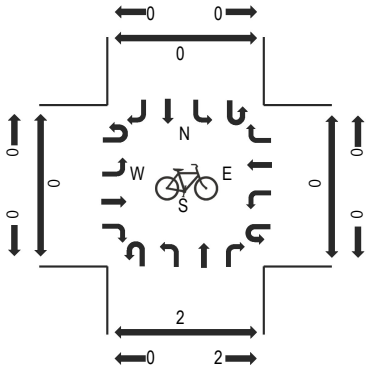
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 BRAMBLEWOOD CIRCLE & BAYSIDE LAKES BLVD PM
Date: Wednesday, August 16, 2023
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:45 PM - 06:00 PM

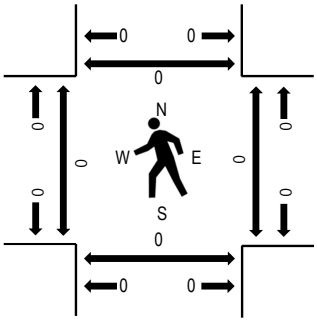
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BAYSIDE LAKES BLVD Eastbound				BAYSIDE LAKES BLVD Westbound				BRAMBLEWOOD CIRCLE Northbound				BRAMBLEWOOD CIRCLE Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM	0	0	146	6	0	26	110	0	0	2	0	11	0	0	0	0	301	1,132	0	0	9	0
4:15 PM	0	0	97	8	0	29	139	0	0	4	0	9	0	0	0	0	286	1,119	0	0	1	0
4:30 PM	0	0	89	5	0	29	112	0	0	3	0	18	0	0	0	0	256	1,106	0	0	0	1
4:45 PM	0	0	93	3	0	29	150	0	0	5	0	9	0	0	0	0	289	1,157	0	0	0	0
5:00 PM	1	0	111	1	0	22	133	0	0	5	0	15	0	0	0	0	288	1,179	0	0	0	0
5:15 PM	0	0	106	4	0	16	127	0	0	1	0	19	0	0	0	0	273		0	0	0	0
5:30 PM	0	0	104	6	0	26	150	0	0	4	0	17	0	0	0	0	307		0	0	0	0
5:45 PM	0	0	117	8	0	25	143	0	0	4	0	14	0	0	0	0	311		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	3
Lights	1	0	431	19	0	88	539	0	0	13	0	64	0	0	0	0	1,155
Mediums	0	0	5	0	0	1	13	0	0	1	0	1	0	0	0	0	21
Total	1	0	438	19	0	89	553	0	0	14	0	65	0	0	0	0	1,179

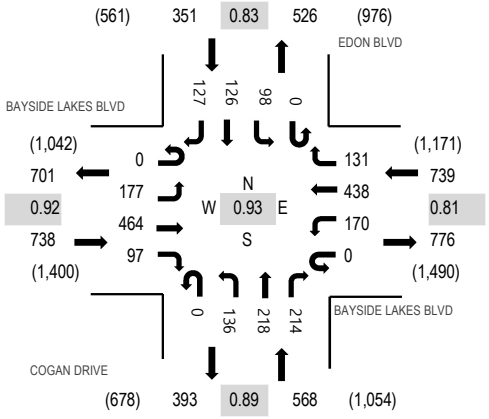
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %	1.5%				2.3%				2.5%				0.0%				2.0%
Heavy Vehicle %	0.0%	0.0%	1.6%	0.0%	0.0%	1.1%	2.5%	0.0%	0.0%	7.1%	0.0%	1.5%	0.0%	0.0%	0.0%	0.0%	2.0%
Peak Hour Factor	0.92				0.91				0.94				0.00				0.95
Peak Hour Factor	0.25	0.00	0.94	0.69	0.00	0.97	0.93	0.00	0.00	0.85	0.00	0.86	0.00	0.00	0.00	0.00	0.95

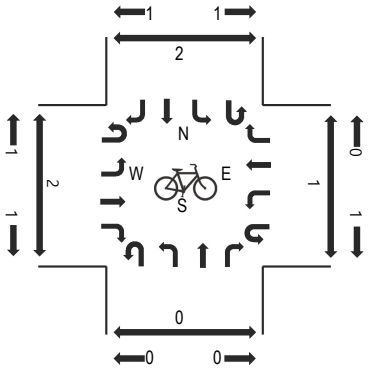
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 COGAN DRIVE & BAYSIDE LAKES BLVD AM
Date: Wednesday, August 16, 2023
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 08:00 AM - 08:15 AM

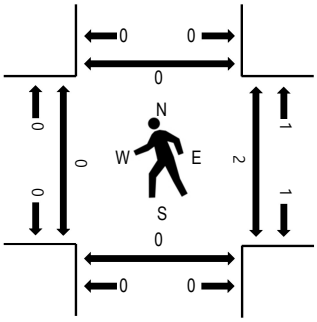
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BAYSIDE LAKES BLVD Eastbound				BAYSIDE LAKES BLVD Westbound				COGAN DRIVE Northbound				EDON BLVD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
7:00 AM	0	36	100	17	0	20	34	22	0	13	63	67	0	13	26	6	417	2,116	0	1	0	0
7:15 AM	1	43	128	13	0	19	71	37	0	23	59	61	0	10	26	14	505	2,345	0	0	0	0
7:30 AM	0	39	100	22	0	28	73	44	0	35	75	66	0	21	26	21	550	2,396	0	0	0	0
7:45 AM	0	58	115	24	0	52	112	37	0	33	71	59	0	21	24	38	644	2,318	0	1	0	0
8:00 AM	0	40	115	27	0	47	149	32	0	37	41	52	0	30	39	37	646	2,070	0	1	0	0
8:15 AM	0	40	134	24	0	43	104	18	0	31	31	37	0	26	37	31	556		0	0	0	0
8:30 AM	0	49	141	26	0	28	57	17	0	10	36	54	0	14	20	20	472		0	1	0	0
8:45 AM	0	31	68	9	0	49	64	14	0	15	43	42	0	16	32	13	396		0	1	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	1	0	1	0	0	0	0	0	1	0	1	0	0	4
Lights	0	171	458	92	0	164	424	129	0	127	217	208	0	95	122	124	2,331
Mediums	0	6	6	4	0	5	14	2	0	9	1	5	0	2	4	3	61
Total	0	177	464	97	0	170	438	131	0	136	218	214	0	98	126	127	2,396

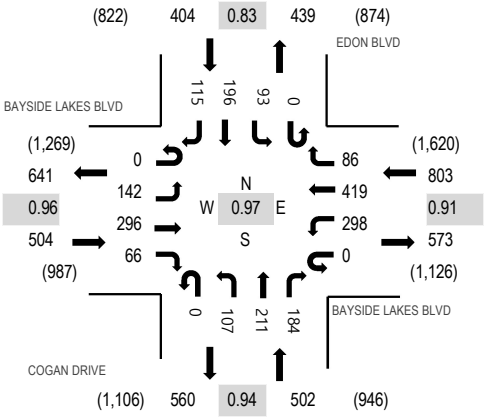
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.3%				3.0%				2.8%				2.8%			2.7%
Heavy Vehicle %	0.0%	3.4%	1.3%	5.2%	0.0%	3.5%	3.2%	1.5%	0.0%	6.6%	0.5%	2.8%	0.0%	3.1%	3.2%	2.4%	2.7%
Peak Hour Factor		0.92				0.81				0.89				0.83			0.93
Peak Hour Factor	0.25	0.81	0.90	0.94	0.00	0.82	0.73	0.85	0.00	0.92	0.89	0.94	0.00	0.82	0.82	0.84	0.93

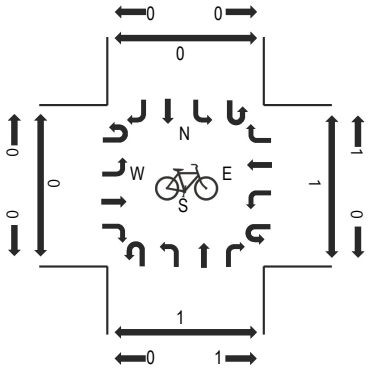
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 COGAN DRIVE & BAYSIDE LAKES BLVD PM
Date: Wednesday, August 16, 2023
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:30 PM - 05:45 PM

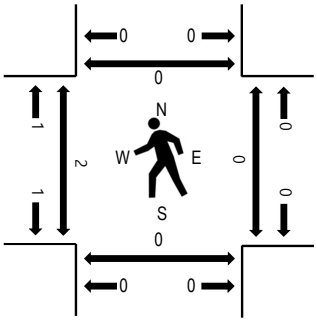
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BAYSIDE LAKES BLVD Eastbound				BAYSIDE LAKES BLVD Westbound				COGAN DRIVE Northbound				EDON BLVD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM	0	49	105	19	0	59	98	23	0	21	49	42	0	21	50	24	560	2,162	0	0	0	0
4:15 PM	0	29	58	15	0	80	123	29	0	26	56	40	0	24	35	20	535	2,170	0	1	0	0
4:30 PM	0	29	66	15	0	61	100	27	0	18	52	45	0	44	69	25	551	2,183	0	0	0	0
4:45 PM	0	28	59	11	1	78	118	20	0	19	44	32	0	16	54	36	516	2,201	0	0	0	0
5:00 PM	0	30	82	19	0	74	114	20	0	23	43	51	0	24	63	25	568	2,213	0	0	0	0
5:15 PM	0	41	72	13	0	71	101	28	0	19	64	37	0	28	53	21	548		0	0	0	0
5:30 PM	0	36	72	20	0	79	107	18	0	36	43	55	0	23	45	35	569		0	0	0	0
5:45 PM	0	35	70	14	0	74	97	20	0	29	61	41	0	18	35	34	528		2	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	2	0	0	0	1	0	0	0	0	0	0	0	1	0	4
Lights	0	140	292	66	0	298	414	84	0	99	207	182	0	92	194	113	2,181
Mediums	0	2	2	0	0	0	4	2	0	8	4	2	0	1	1	2	28
Total	0	142	296	66	0	298	419	86	0	107	211	184	0	93	196	115	2,213

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.2%				0.9%				2.8%				1.2%			1.4%
Heavy Vehicle %	0.0%	1.4%	1.4%	0.0%	0.0%	0.0%	1.2%	2.3%	0.0%	7.5%	1.9%	1.1%	0.0%	1.1%	1.0%	1.7%	1.4%
Peak Hour Factor		0.96				0.91				0.94				0.83			0.97
Peak Hour Factor	0.00	0.87	0.90	0.83	0.25	0.96	0.92	0.85	0.00	0.74	0.82	0.84	0.00	0.64	0.87	0.81	0.97

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7000 BREVARD COUNTYWIDE

MOCF: 0.93

WEEK	DATES	SF	PSCF
1	01/01/2022 - 01/01/2022	1.03	1.11
2	01/02/2022 - 01/08/2022	1.02	1.10
3	01/09/2022 - 01/15/2022	1.01	1.09
4	01/16/2022 - 01/22/2022	0.99	1.06
5	01/23/2022 - 01/29/2022	0.98	1.05
* 6	01/30/2022 - 02/05/2022	0.96	1.03
* 7	02/06/2022 - 02/12/2022	0.94	1.01
* 8	02/13/2022 - 02/19/2022	0.92	0.99
* 9	02/20/2022 - 02/26/2022	0.92	0.99
*10	02/27/2022 - 03/05/2022	0.91	0.98
*11	03/06/2022 - 03/12/2022	0.91	0.98
*12	03/13/2022 - 03/19/2022	0.90	0.97
*13	03/20/2022 - 03/26/2022	0.91	0.98
*14	03/27/2022 - 04/02/2022	0.92	0.99
*15	04/03/2022 - 04/09/2022	0.93	1.00
*16	04/10/2022 - 04/16/2022	0.94	1.01
*17	04/17/2022 - 04/23/2022	0.95	1.02
*18	04/24/2022 - 04/30/2022	0.96	1.03
19	05/01/2022 - 05/07/2022	0.97	1.04
20	05/08/2022 - 05/14/2022	0.98	1.05
21	05/15/2022 - 05/21/2022	0.99	1.06
22	05/22/2022 - 05/28/2022	1.00	1.08
23	05/29/2022 - 06/04/2022	1.02	1.10
24	06/05/2022 - 06/11/2022	1.04	1.12
25	06/12/2022 - 06/18/2022	1.05	1.13
26	06/19/2022 - 06/25/2022	1.05	1.13
27	06/26/2022 - 07/02/2022	1.05	1.13
28	07/03/2022 - 07/09/2022	1.05	1.13
29	07/10/2022 - 07/16/2022	1.05	1.13
30	07/17/2022 - 07/23/2022	1.04	1.12
31	07/24/2022 - 07/30/2022	1.04	1.12
32	07/31/2022 - 08/06/2022	1.04	1.12
33	08/07/2022 - 08/13/2022	1.04	1.12
34	08/14/2022 - 08/20/2022	1.04	1.12
35	08/21/2022 - 08/27/2022	1.05	1.13
36	08/28/2022 - 09/03/2022	1.06	1.14
37	09/04/2022 - 09/10/2022	1.07	1.15
38	09/11/2022 - 09/17/2022	1.08	1.16
39	09/18/2022 - 09/24/2022	1.06	1.14
40	09/25/2022 - 10/01/2022	1.04	1.12
41	10/02/2022 - 10/08/2022	1.02	1.10
42	10/09/2022 - 10/15/2022	1.00	1.08
43	10/16/2022 - 10/22/2022	1.02	1.10
44	10/23/2022 - 10/29/2022	1.03	1.11
45	10/30/2022 - 11/05/2022	1.04	1.12
46	11/06/2022 - 11/12/2022	1.05	1.13
47	11/13/2022 - 11/19/2022	1.06	1.14
48	11/20/2022 - 11/26/2022	1.05	1.13
49	11/27/2022 - 12/03/2022	1.05	1.13
50	12/04/2022 - 12/10/2022	1.04	1.12
51	12/11/2022 - 12/17/2022	1.03	1.11
52	12/18/2022 - 12/24/2022	1.02	1.10
53	12/25/2022 - 12/31/2022	1.01	1.09

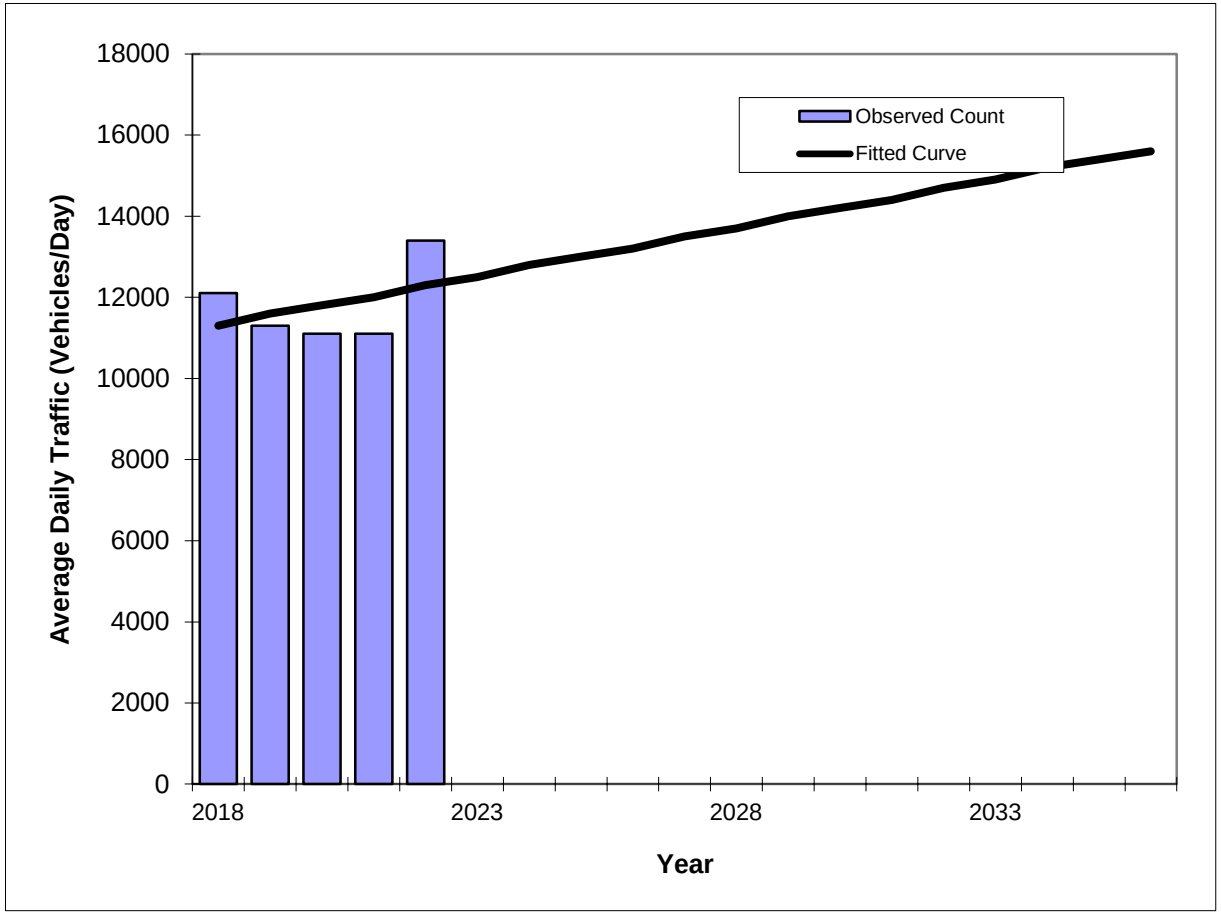
* PEAK SEASON

Traffic Trends - V03.a

BAYSIDE LAKES BLVD --

FIN#	1234
Location	1

County:	Brevard (70)
Station #:	7066
Highway:	BAYSIDE LAKES BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2018	12100	11300
2019	11300	11600
2020	11100	11800
2021	11100	12000
2022	13400	12300
2026 Opening Year Trend		
2026	N/A	13200
2031 Mid-Year Trend		
2031	N/A	14400
2036 Design Year Trend		
2036	N/A	15600
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	240
Trend R-squared:	14.85%
Trend Annual Historic Growth Rate:	2.21%
Trend Growth Rate (2022 to Design Year):	1.92%
Printed:	26-Aug-23

Straight Line Growth Option

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 70 - BREVARD

SITE: 7066 - BAYSIDE LAKES BLVD, 0.29 MI W OF COGAN DR (HPMS)

YEAR	AADT	DIRECTION 1		DIRECTION 2		*K FACTOR	D FACTOR	T FACTOR
2022	13400 C	E	6400	W	7000	9.00	53.90	4.00
2021	11100 S	E	5600	W	5500	9.00	54.30	2.90
2020	11100 F	E	5600	W	5500	9.00	55.00	2.90
2019	11300 C	E	5700	W	5600	9.00	54.70	2.90
2018	12100 S	E	6000	W	6100	9.00	54.10	9.80
2017	11700 F	E	5800	W	5900	9.00	54.30	9.80
2016	11100 C	E	5500	W	5600	9.00	53.40	9.80
2015	4300 E					9.00	53.80	8.50
2014	9400 S	E	4700	W	4700	9.00	53.80	3.50
2013	9400 F	E	4700	W	4700	9.00	54.20	3.50
2012	9400 C	E	4700	W	4700	9.00	53.60	3.50
2010	9600 F	E	4900	W	4700	10.91	56.02	7.80
2009	9800 C	E	5000	W	4800	11.80	61.02	8.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

INTERSECTION VOLUME DEVELOPMENT SHEETS

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION:	**BRAMBLEWOOD CIRCLE & BAYSIDE LAKES BLVD**
AM COUNT DATE:	**August 16, 2023**
PM COUNT DATE:	**August 16, 2023**
AM PEAK HOUR FACTOR:	**0.90**
PM PEAK HOUR FACTOR:	**0.95**

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements	2	0	720	21	1	35	649	0	0	31	0	83	0	0	0	0
Peak Season Correction Factor	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
AM EXISTING CONDITIONS	**2**	**0**	**806**	**24**	**1**	**39**	**727**	**0**	**0**	**35**	**0**	**93**	**0**	**0**	**0**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements	1	0	438	19	0	89	553	0	0	14	0	65	0	0	0	0
Peak Season Correction Factor	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
PM EXISTING CONDITIONS	**1**	**0**	**491**	**21**	**0**	**100**	**619**	**0**	**0**	**16**	**0**	**73**	**0**	**0**	**0**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%
AM BACKGROUND TRAFFIC GROWTH	0	0	55	2	0	3	49	0	0	2	0	6	0	0	0	0
AM NON-PROJECT TRAFFIC	2	0	861	26	1	42	776	0	0	37	0	99	0	0	0	0

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%
PM BACKGROUND TRAFFIC GROWTH	0	0	33	1	0	7	42	0	0	1	0	5	0	0	0	0
PM NON-PROJECT TRAFFIC	1	0	524	22	0	107	661	0	0	17	0	78	0	0	0	0

"AM PROJECT DISTRIBUTION"		EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	**Entering**				23.0%		77.0%										
	Exiting										23.0%		77.0%				

"PM PROJECT DISTRIBUTION"		EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	**Entering**				23.0%		77.0%										
	Exiting										23.0%		77.0%				

"AM PROJECT TRAFFIC"		EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC VOLUMES																	
Project Trips	**Net New**				3		12				11		36				
AM TOTAL PROJECT TRAFFIC		**0**	**0**	**0**	**3**	**0**	**12**	**0**	**0**	**0**	**11**	**0**	**36**	**0**	**0**	**0**	**0**
AM TOTAL TRAFFIC		2	0	861	29	1	54	776	0	0	48	0	135	0	0	0	0

"PM PROJECT TRAFFIC"		EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC VOLUMES																	
Project Trips	**Net New**				11		36				6		22				
PM TOTAL PROJECT TRAFFIC		**0**	**0**	**0**	**11**	**0**	**36**	**0**	**0**	**0**	**6**	**0**	**22**	**0**	**0**	**0**	**0**
PM TOTAL TRAFFIC		1	0	524	33	0	143	661	0	0	23	0	100	0	0	0	0

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION:	**COGAN DRIVE & BAYSIDE LAKES BLVD**
AM COUNT DATE:	**August 16, 2023**
PM COUNT DATE:	**August 16, 2023**
AM PEAK HOUR FACTOR:	**0.93**
PM PEAK HOUR FACTOR:	**0.97**

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements	0	177	464	97	0	170	438	131	0	136	218	214	0	98	126	127
Peak Season Correction Factor	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
AM EXISTING CONDITIONS	**0**	**198**	**520**	**109**	**0**	**190**	**491**	**147**	**0**	**152**	**244**	**240**	**0**	**110**	**141**	**142**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements	0	142	296	66	0	298	419	86	0	107	211	184	0	93	196	115
Peak Season Correction Factor	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
PM EXISTING CONDITIONS	**0**	**159**	**332**	**74**	**0**	**334**	**469**	**96**	**0**	**120**	**236**	**206**	**0**	**104**	**220**	**129**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%
AM BACKGROUND TRAFFIC GROWTH	0	13	35	7	0	13	33	10	0	10	17	16	0	7	10	10
AM NON-PROJECT TRAFFIC	0	211	555	116	0	203	524	157	0	162	261	256	0	117	151	152

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%	2.21%
PM BACKGROUND TRAFFIC GROWTH	0	11	23	5	0	23	32	7	0	8	16	14	0	7	15	9
PM NON-PROJECT TRAFFIC	0	170	355	79	0	357	501	103	0	128	252	220	0	111	235	138

"AM PROJECT DISTRIBUTION"		EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New	**Entering**							54.0%			15.0%						8.0%
Distribution	**Exiting**		8.0%	54.0%	15.0%												

"PM PROJECT DISTRIBUTION"		EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New	**Entering**							54.0%			15.0%						8.0%
Distribution	**Exiting**		8.0%	54.0%	15.0%												

"AM PROJECT TRAFFIC"		EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC VOLUMES																	
Project Trips	**Net New**		4	25	7			8			2						1
AM TOTAL PROJECT TRAFFIC		**0**	**4**	**25**	**7**	**0**	**0**	**8**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**1**
AM TOTAL TRAFFIC		0	215	580	123	0	203	532	157	0	164	261	256	0	117	151	153

"PM PROJECT TRAFFIC"		EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC VOLUMES																	
Project Trips	**Net New**		2	15	4			25			7						4
PM TOTAL PROJECT TRAFFIC		**0**	**2**	**15**	**4**	**0**	**0**	**25**	**0**	**0**	**7**	**0**	**0**	**0**	**0**	**0**	**4**
PM TOTAL TRAFFIC		0	172	370	83	0	357	526	103	0	135	252	220	0	111	235	142

SYNCHRO OUTPUT

SYNCHRO OUTPUT – BACKGROUND CONDITIONS

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	861	26	1	42	776	37	99
Future Volume (vph)	2	861	26	1	42	776	37	99
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	2%	2%
Adj. Flow (vph)	2	957	29	1	47	862	41	110
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	959	29	0	48	862	41	110
Sign Control		Free				Free	Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1.5

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Vol, veh/h	2	861	26	1	42	776	37	99
Future Vol, veh/h	2	861	26	1	42	776	37	99
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	-	120	-	115	-	0	175
Veh in Median Storage, #	-	0	-	-	-	0	1	-
Grade, %	-	0	-	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	4	4	4	2	2
Mvmt Flow	2	957	29	1	47	862	41	110

Major/Minor	Major1			Major2			Minor1	
Conflicting Flow All	862	0	0	957	986	0	1488	479
Stage 1	-	-	-	-	-	-	961	-
Stage 2	-	-	-	-	-	-	527	-
Critical Hdwy	6.44	-	-	6.48	4.18	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	-	-	2.54	2.24	-	3.52	3.32
Pot Cap-1 Maneuver	407	-	-	348	684	-	115	533
Stage 1	-	-	-	-	-	-	332	-
Stage 2	-	-	-	-	-	-	557	-
Platoon blocked, %		-	-			-		
Mov Cap-1 Maneuver	407	-	-	662	662	-	106	533
Mov Cap-2 Maneuver	-	-	-	-	-	-	228	-
Stage 1	-	-	-	-	-	-	328	-
Stage 2	-	-	-	-	-	-	517	-

Approach	EB	WB	NB
HCM Control Delay, s	0.1	0.6	16.4
HCM LOS			C

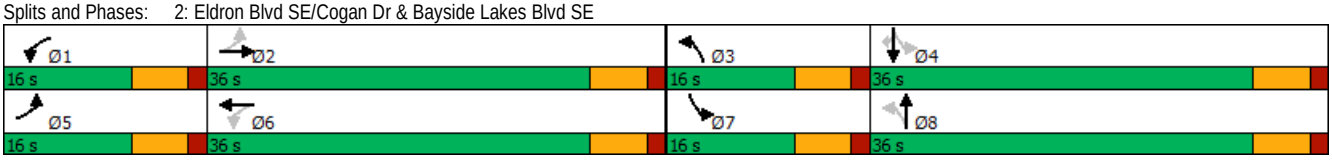
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	228	533	-	-	662	-
HCM Lane V/C Ratio	0.18	0.206	-	-	0.072	-
HCM Control Delay (s)	24.2	13.5	0.1	-	10.9	-
HCM Lane LOS	C	B	A	-	B	-
HCM 95th %tile Q(veh)	0.6	0.8	-	-	0.2	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	211	555	116	203	524	157	162	261	256	117	151	152
Future Volume (vph)	211	555	116	203	524	157	162	261	256	117	151	152
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	5%	5%	5%	4%	4%	4%	7%	7%	7%	3%	3%	3%
Adj. Flow (vph)	227	597	125	218	563	169	174	281	275	126	162	163
Shared Lane Traffic (%)												
Lane Group Flow (vph)	227	722	0	218	732	0	174	556	0	126	162	163
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases	2			6			8			4		4
Detector Phase	5	2		1	6		3	8		7	4	4
Switch Phase												
Minimum Initial (s)	6.0	8.0		6.0	8.0		6.0	8.0		6.0	8.0	8.0
Minimum Split (s)	12.0	14.0		12.0	14.0		12.0	14.0		12.0	14.0	14.0
Total Split (s)	16.0	36.0		16.0	36.0		16.0	36.0		16.0	36.0	36.0
Total Split (%)	15.4%	34.6%		15.4%	34.6%		15.4%	34.6%		15.4%	34.6%	34.6%
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	4.5
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	6.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min		None	Min		None	None		None	None	None
v/c Ratio	0.79	0.81		0.74	0.81		0.48	0.75		0.50	0.51	0.41
Control Delay	38.0	35.7		33.5	35.1		24.9	25.2		26.4	37.7	8.3
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	38.0	35.7		33.5	35.1		24.9	25.2		26.4	37.7	8.3
Queue Length 50th (ft)	72	184		69	184		67	87		47	82	0
Queue Length 95th (ft)	#199	284		#180	284		121	149		89	145	49
Internal Link Dist (ft)		572			1136			952			1247	
Turn Bay Length (ft)	215			114			225			114		235
Base Capacity (vph)	288	1093		294	1103		370	1159		270	593	609
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.79	0.66		0.74	0.66		0.47	0.48		0.47	0.27	0.27

Intersection Summary

Cycle Length: 104
Actuated Cycle Length: 85.6
Natural Cycle: 60
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Eldron Blvd SE/Cogan Dr & Bayside Lakes Blvd SE



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	211	555	116	203	524	157	162	261	256	117	151	152
Future Volume (veh/h)	211	555	116	203	524	157	162	261	256	117	151	152
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1643	1643	1643	1657	1657	1657	1617	1617	1617	1670	1670	1670
Adj Flow Rate, veh/h	227	597	80	218	563	91	174	281	256	126	162	125
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	5	5	5	4	4	4	7	7	7	3	3	3
Cap, veh/h	329	733	98	323	716	115	374	365	322	265	348	295
Arrive On Green	0.12	0.26	0.26	0.12	0.26	0.26	0.11	0.24	0.24	0.08	0.21	0.21
Sat Flow, veh/h	1565	2768	370	1578	2714	437	1540	1543	1364	1590	1670	1415
Grp Volume(v), veh/h	227	336	341	218	326	328	174	280	257	126	162	125
Grp Sat Flow(s),veh/h/ln	1565	1561	1577	1578	1574	1578	1540	1536	1371	1590	1670	1415
Q Serve(g_s), s	8.5	16.4	16.5	8.0	15.6	15.7	7.1	13.8	14.4	5.0	6.9	6.2
Cycle Q Clear(g_c), s	8.5	16.4	16.5	8.0	15.6	15.7	7.1	13.8	14.4	5.0	6.9	6.2
Prop In Lane	1.00		0.23	1.00		0.28	1.00		0.99	1.00		1.00
Lane Grp Cap(c), veh/h	329	413	417	323	415	416	374	363	324	265	348	295
V/C Ratio(X)	0.69	0.81	0.82	0.67	0.78	0.79	0.47	0.77	0.79	0.48	0.47	0.42
Avail Cap(c_a), veh/h	329	576	582	324	581	582	394	567	506	331	616	522
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.1	28.0	28.0	20.1	27.8	27.8	21.7	29.0	29.2	23.3	28.2	28.0
Incr Delay (d2), s/veh	6.0	6.2	6.3	5.4	4.7	4.8	0.9	3.5	4.7	1.3	1.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.3	6.4	6.5	3.1	6.0	6.1	2.5	5.3	5.0	1.8	2.7	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.1	34.2	34.3	25.6	32.5	32.7	22.6	32.4	33.9	24.7	29.2	28.9
LnGrp LOS	C	C	C	C	C	C	C	C	C	C	C	C
Approach Vol, veh/h		904			872			711			413	
Approach Delay, s/veh		32.2			30.8			30.5			27.7	
Approach LOS		C			C			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.9	27.5	14.9	22.9	16.0	27.5	12.6	25.2
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	10.0	30.0	10.0	30.0	10.0	30.0	10.0	30.0
Max Q Clear Time (g_c+I1), s	10.0	18.5	9.1	8.9	10.5	17.7	7.0	16.4
Green Ext Time (p_c), s	0.0	3.0	0.0	1.2	0.0	3.0	0.1	2.9

Intersection Summary	
HCM 6th Ctrl Delay	30.7
HCM 6th LOS	C

Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (vph)	1	524	22	107	661	17	78
Future Volume (vph)	1	524	22	107	661	17	78
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	2%	2%	2%	2%	3%	3%
Adj. Flow (vph)	1	552	23	113	696	18	82
Shared Lane Traffic (%)							
Lane Group Flow (vph)	0	553	23	113	696	18	82
Sign Control		Free			Free	Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	1.5

Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Vol, veh/h	1	524	22	107	661	17	78
Future Vol, veh/h	1	524	22	107	661	17	78
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	-	120	115	-	0	175
Veh in Median Storage, #	-	0	-	-	0	1	-
Grade, %	-	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	3	3
Mvmt Flow	1	552	23	113	696	18	82

Major/Minor	Major1			Major2		Minor1	
Conflicting Flow All	696	0	0	575	0	1128	276
Stage 1	-	-	-	-	-	554	-
Stage 2	-	-	-	-	-	574	-
Critical Hdwy	6.44	-	-	4.14	-	6.86	6.96
Critical Hdwy Stg 1	-	-	-	-	-	5.86	-
Critical Hdwy Stg 2	-	-	-	-	-	5.86	-
Follow-up Hdwy	2.52	-	-	2.22	-	3.53	3.33
Pot Cap-1 Maneuver	520	-	-	994	-	196	718
Stage 1	-	-	-	-	-	536	-
Stage 2	-	-	-	-	-	524	-
Platoon blocked, %		-	-		-		
Mov Cap-1 Maneuver	520	-	-	994	-	173	718
Mov Cap-2 Maneuver	-	-	-	-	-	305	-
Stage 1	-	-	-	-	-	534	-
Stage 2	-	-	-	-	-	464	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.3	11.9
HCM LOS			B

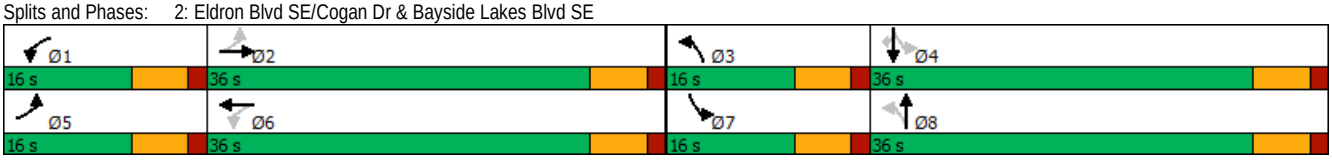
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	305	718	-	-	994	-
HCM Lane V/C Ratio	0.059	0.114	-	-	0.113	-
HCM Control Delay (s)	17.5	10.7	0	-	9.1	-
HCM Lane LOS	C	B	A	-	A	-
HCM 95th %tile Q(veh)	0.2	0.4	-	-	0.4	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	170	355	79	357	501	103	128	252	220	111	235	138
Future Volume (vph)	170	355	79	357	501	103	128	252	220	111	235	138
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	8%	8%	8%	2%	2%	2%
Adj. Flow (vph)	175	366	81	368	516	106	132	260	227	114	242	142
Shared Lane Traffic (%)												
Lane Group Flow (vph)	175	447	0	368	622	0	132	487	0	114	242	142
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases	2			6			8			4		4
Detector Phase	5	2		1	6		3	8		7	4	4
Switch Phase												
Minimum Initial (s)	6.0	8.0		6.0	8.0		6.0	8.0		6.0	8.0	8.0
Minimum Split (s)	12.0	14.0		12.0	14.0		12.0	14.0		12.0	14.0	14.0
Total Split (s)	16.0	36.0		16.0	36.0		16.0	36.0		16.0	36.0	36.0
Total Split (%)	15.4%	34.6%		15.4%	34.6%		15.4%	34.6%		15.4%	34.6%	34.6%
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	4.5
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	6.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min		None	Min		None	None		None	None	None
v/c Ratio	0.58	0.55		0.99	0.75		0.40	0.56		0.36	0.68	0.33
Control Delay	23.9	28.3		67.1	33.9		21.5	19.0		20.7	41.3	6.3
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	23.9	28.3		67.1	33.9		21.5	19.0		20.7	41.3	6.3
Queue Length 50th (ft)	54	98		~131	151		44	67		38	118	0
Queue Length 95th (ft)	114	165		#382	240		94	129		81	214	38
Internal Link Dist (ft)		572			1136			952			1247	
Turn Bay Length (ft)	215			114			225			114		235
Base Capacity (vph)	315	1172		373	1171		341	1176		346	625	630
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.56	0.38		0.99	0.53		0.39	0.41		0.33	0.39	0.23

Intersection Summary

Cycle Length: 104
Actuated Cycle Length: 82.7
Natural Cycle: 65
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Eldron Blvd SE/Cogan Dr & Bayside Lakes Blvd SE



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	170	355	79	357	501	103	128	252	220	111	235	138
Future Volume (veh/h)	170	355	79	357	501	103	128	252	220	111	235	138
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1603	1603	1603	1683	1683	1683
Adj Flow Rate, veh/h	175	366	23	368	516	39	132	260	206	114	242	132
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	2	2	2	8	8	8	2	2	2
Cap, veh/h	341	595	37	420	697	53	312	366	280	291	357	302
Arrive On Green	0.11	0.19	0.19	0.15	0.23	0.23	0.09	0.22	0.22	0.08	0.21	0.21
Sat Flow, veh/h	1603	3057	191	1603	3014	227	1527	1644	1256	1603	1683	1427
Grp Volume(v), veh/h	175	191	198	368	273	282	132	240	226	114	242	132
Grp Sat Flow(s),veh/h/ln	1603	1599	1649	1603	1599	1642	1527	1523	1377	1603	1683	1427
Q Serve(g_s), s	5.7	7.4	7.4	10.0	10.7	10.7	4.5	9.8	10.3	3.7	8.9	5.4
Cycle Q Clear(g_c), s	5.7	7.4	7.4	10.0	10.7	10.7	4.5	9.8	10.3	3.7	8.9	5.4
Prop In Lane	1.00		0.12	1.00		0.14	1.00		0.91	1.00		1.00
Lane Grp Cap(c), veh/h	341	311	321	420	370	380	312	339	307	291	357	302
V/C Ratio(X)	0.51	0.61	0.62	0.88	0.74	0.74	0.42	0.71	0.74	0.39	0.68	0.44
Avail Cap(c_a), veh/h	400	711	734	420	711	731	402	678	613	403	749	635
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.9	24.8	24.9	21.4	24.0	24.0	18.7	24.2	24.4	19.1	24.5	23.1
Incr Delay (d2), s/veh	1.2	2.0	1.9	18.3	2.9	2.9	0.9	2.7	3.4	0.9	2.3	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	2.7	2.8	6.4	3.9	4.1	1.5	3.6	3.4	1.3	3.5	1.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.1	26.8	26.8	39.7	26.9	26.9	19.6	26.9	27.8	19.9	26.7	24.1
LnGrp LOS	C	C	C	D	C	C	B	C	C	B	C	C
Approach Vol, veh/h		564			923			598			488	
Approach Delay, s/veh		24.7			32.0			25.7			24.4	
Approach LOS		C			C			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	16.0	19.1	12.0	20.3	13.5	21.6	11.3	21.0
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	10.0	30.0	10.0	30.0	10.0	30.0	10.0	30.0
Max Q Clear Time (g_c+I1), s	12.0	9.4	6.5	10.9	7.7	12.7	5.7	12.3
Green Ext Time (p_c), s	0.0	2.0	0.1	1.6	0.1	2.9	0.1	2.7

Intersection Summary	
HCM 6th Ctrl Delay	27.5
HCM 6th LOS	C

SYNCHRO OUTPUT – BUILDOUT CONDITIONS

Lane Group	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Volume (vph)	2	861	29	1	54	776	48	135
Future Volume (vph)	2	861	29	1	54	776	48	135
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	2%	2%	2%	4%	4%	4%	2%	2%
Adj. Flow (vph)	2	957	32	1	60	862	53	150
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	959	32	0	61	862	53	150
Sign Control		Free				Free	Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	2

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations								
Traffic Vol, veh/h	2	861	29	1	54	776	48	135
Future Vol, veh/h	2	861	29	1	54	776	48	135
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	None
Storage Length	-	-	120	-	115	-	0	175
Veh in Median Storage, #	-	0	-	-	-	0	1	-
Grade, %	-	0	-	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	4	4	4	2	2
Mvmt Flow	2	957	32	1	60	862	53	150

Major/Minor	Major1			Major2			Minor1	
Conflicting Flow All	862	0	0	957	989	0	1514	479
Stage 1	-	-	-	-	-	-	961	-
Stage 2	-	-	-	-	-	-	553	-
Critical Hdwy	6.44	-	-	6.48	4.18	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	-	-	2.54	2.24	-	3.52	3.32
Pot Cap-1 Maneuver	407	-	-	348	683	-	110	533
Stage 1	-	-	-	-	-	-	332	-
Stage 2	-	-	-	-	-	-	540	-
Platoon blocked, %		-	-			-		
Mov Cap-1 Maneuver	407	-	-	663	663	-	99	533
Mov Cap-2 Maneuver	-	-	-	-	-	-	222	-
Stage 1	-	-	-	-	-	-	328	-
Stage 2	-	-	-	-	-	-	490	-

Approach	EB	WB	NB
HCM Control Delay, s	0.1	0.7	17.5
HCM LOS			C

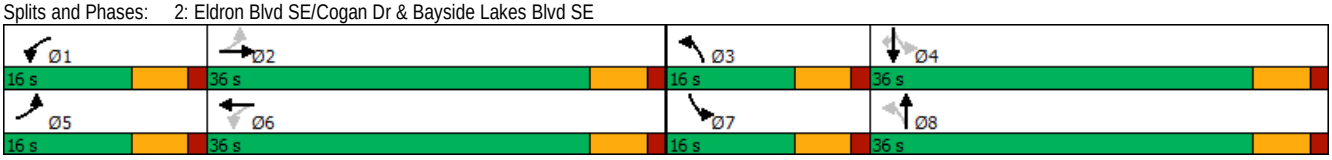
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	222	533	-	-	663	-
HCM Lane V/C Ratio	0.24	0.281	-	-	0.092	-
HCM Control Delay (s)	26.3	14.4	0.1	-	11	-
HCM Lane LOS	D	B	A	-	B	-
HCM 95th %tile Q(veh)	0.9	1.1	-	-	0.3	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	215	580	123	203	532	157	164	261	256	117	151	153
Future Volume (vph)	215	580	123	203	532	157	164	261	256	117	151	153
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	5%	5%	5%	4%	4%	4%	7%	7%	7%	3%	3%	3%
Adj. Flow (vph)	231	624	132	218	572	169	176	281	275	126	162	165
Shared Lane Traffic (%)												
Lane Group Flow (vph)	231	756	0	218	741	0	176	556	0	126	162	165
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases	2			6			8			4		4
Detector Phase	5	2		1	6		3	8		7	4	4
Switch Phase												
Minimum Initial (s)	6.0	8.0		6.0	8.0		6.0	8.0		6.0	8.0	8.0
Minimum Split (s)	12.0	14.0		12.0	14.0		12.0	14.0		12.0	14.0	14.0
Total Split (s)	16.0	36.0		16.0	36.0		16.0	36.0		16.0	36.0	36.0
Total Split (%)	15.4%	34.6%		15.4%	34.6%		15.4%	34.6%		15.4%	34.6%	34.6%
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	4.5
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	6.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min		None	Min		None	None		None	None	None
v/c Ratio	0.80	0.82		0.76	0.79		0.49	0.75		0.51	0.52	0.41
Control Delay	39.3	36.3		35.3	34.3		25.5	25.5		27.0	38.1	8.4
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	39.3	36.3		35.3	34.3		25.5	25.5		27.0	38.1	8.4
Queue Length 50th (ft)	74	196		69	187		71	90		49	84	0
Queue Length 95th (ft)	#205	#302		#189	289		122	149		89	145	50
Internal Link Dist (ft)		572			1136			952			1247	
Turn Bay Length (ft)	215			114			225			114		235
Base Capacity (vph)	288	1075		287	1085		366	1143		264	583	603
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.80	0.70		0.76	0.68		0.48	0.49		0.48	0.28	0.27

Intersection Summary

Cycle Length: 104
Actuated Cycle Length: 86.8
Natural Cycle: 60
Control Type: Actuated-Uncoordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Eldron Blvd SE/Cogan Dr & Bayside Lakes Blvd SE



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	215	580	123	203	532	157	164	261	256	117	151	153
Future Volume (veh/h)	215	580	123	203	532	157	164	261	256	117	151	153
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1643	1643	1643	1657	1657	1657	1617	1617	1617	1670	1670	1670
Adj Flow Rate, veh/h	231	624	85	218	572	91	176	281	256	126	162	127
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	5	5	5	4	4	4	7	7	7	3	3	3
Cap, veh/h	329	754	103	317	743	118	371	363	321	262	344	292
Arrive On Green	0.12	0.27	0.27	0.12	0.27	0.27	0.11	0.24	0.24	0.08	0.21	0.21
Sat Flow, veh/h	1565	2761	376	1578	2721	432	1540	1543	1364	1590	1670	1415
Grp Volume(v), veh/h	231	352	357	218	330	333	176	280	257	126	162	127
Grp Sat Flow(s),veh/h/ln	1565	1561	1576	1578	1574	1579	1540	1536	1371	1590	1670	1415
Q Serve(g_s), s	8.7	17.6	17.6	8.1	16.0	16.1	7.3	14.1	14.7	5.1	7.1	6.5
Cycle Q Clear(g_c), s	8.7	17.6	17.6	8.1	16.0	16.1	7.3	14.1	14.7	5.1	7.1	6.5
Prop In Lane	1.00		0.24	1.00		0.27	1.00		0.99	1.00		1.00
Lane Grp Cap(c), veh/h	329	427	430	317	430	431	371	361	323	262	344	292
V/C Ratio(X)	0.70	0.83	0.83	0.69	0.77	0.77	0.47	0.77	0.80	0.48	0.47	0.44
Avail Cap(c_a), veh/h	329	565	570	317	569	571	386	556	496	324	604	512
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.2	28.3	28.3	20.3	27.7	27.8	22.2	29.6	29.8	23.9	28.9	28.7
Incr Delay (d2), s/veh	6.5	7.5	7.6	6.1	4.5	4.7	0.9	3.6	5.1	1.4	1.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.5	7.0	7.1	3.2	6.1	6.2	2.6	5.4	5.1	1.9	2.8	2.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.7	35.8	35.9	26.5	32.3	32.4	23.2	33.3	35.0	25.3	29.9	29.7
LnGrp LOS	C	D	D	C	C	C	C	C	C	C	C	C
Approach Vol, veh/h		940			881			713			415	
Approach Delay, s/veh		33.6			30.9			31.4			28.5	
Approach LOS		C			C			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	16.0	28.6	15.2	23.1	16.0	28.6	12.8	25.5
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	10.0	30.0	10.0	30.0	10.0	30.0	10.0	30.0
Max Q Clear Time (g_c+I1), s	10.1	19.6	9.3	9.1	10.7	18.1	7.1	16.7
Green Ext Time (p_c), s	0.0	3.0	0.0	1.2	0.0	3.0	0.1	2.8

Intersection Summary	
HCM 6th Ctrl Delay	31.5
HCM 6th LOS	C

Lane Group	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Volume (vph)	1	524	33	143	661	23	100
Future Volume (vph)	1	524	33	143	661	23	100
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	2%	2%	2%	2%	3%	3%
Adj. Flow (vph)	1	552	35	151	696	24	105
Shared Lane Traffic (%)							
Lane Group Flow (vph)	0	553	35	151	696	24	105
Sign Control		Free			Free	Stop	

Intersection Summary

Control Type: Unsignalized

Intersection	
Int Delay, s/veh	2

Movement	EBU	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Vol, veh/h	1	524	33	143	661	23	100
Future Vol, veh/h	1	524	33	143	661	23	100
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	-	120	115	-	0	175
Veh in Median Storage, #	-	0	-	-	0	1	-
Grade, %	-	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	3	3
Mvmt Flow	1	552	35	151	696	24	105

Major/Minor	Major1			Major2		Minor1	
Conflicting Flow All	696	0	0	587	0	1204	276
Stage 1	-	-	-	-	-	554	-
Stage 2	-	-	-	-	-	650	-
Critical Hdwy	6.44	-	-	4.14	-	6.86	6.96
Critical Hdwy Stg 1	-	-	-	-	-	5.86	-
Critical Hdwy Stg 2	-	-	-	-	-	5.86	-
Follow-up Hdwy	2.52	-	-	2.22	-	3.53	3.33
Pot Cap-1 Maneuver	520	-	-	984	-	175	718
Stage 1	-	-	-	-	-	536	-
Stage 2	-	-	-	-	-	479	-
Platoon blocked, %		-	-		-		
Mov Cap-1 Maneuver	520	-	-	984	-	148	718
Mov Cap-2 Maneuver	-	-	-	-	-	276	-
Stage 1	-	-	-	-	-	534	-
Stage 2	-	-	-	-	-	406	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.7	12.5
HCM LOS			B

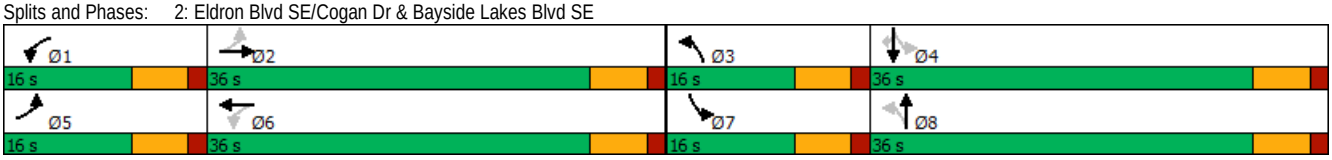
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	276	718	-	-	984	-
HCM Lane V/C Ratio	0.088	0.147	-	-	0.153	-
HCM Control Delay (s)	19.3	10.9	0	-	9.3	-
HCM Lane LOS	C	B	A	-	A	-
HCM 95th %tile Q(veh)	0.3	0.5	-	-	0.5	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	172	370	83	357	526	103	135	252	220	111	235	142
Future Volume (vph)	172	370	83	357	526	103	135	252	220	111	235	142
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles (%)	2%	2%	2%	2%	2%	2%	8%	8%	8%	2%	2%	2%
Adj. Flow (vph)	177	381	86	368	542	106	139	260	227	114	242	146
Shared Lane Traffic (%)												
Lane Group Flow (vph)	177	467	0	368	648	0	139	487	0	114	242	146
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases	2			6			8			4		4
Detector Phase	5	2		1	6		3	8		7	4	4
Switch Phase												
Minimum Initial (s)	6.0	8.0		6.0	8.0		6.0	8.0		6.0	8.0	8.0
Minimum Split (s)	12.0	14.0		12.0	14.0		12.0	14.0		12.0	14.0	14.0
Total Split (s)	16.0	36.0		16.0	36.0		16.0	36.0		16.0	36.0	36.0
Total Split (%)	15.4%	34.6%		15.4%	34.6%		15.4%	34.6%		15.4%	34.6%	34.6%
Yellow Time (s)	4.5	4.5		4.5	4.5		4.5	4.5		4.5	4.5	4.5
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	6.0
Lead/Lag	Lead	Lag		Lead	Lag		Lead	Lag		Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min		None	Min		None	None		None	None	None
v/c Ratio	0.60	0.56		1.00	0.76		0.43	0.56		0.36	0.68	0.34
Control Delay	24.8	28.5		71.2	34.3		22.4	19.2		21.1	41.8	6.7
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	24.8	28.5		71.2	34.3		22.4	19.2		21.1	41.8	6.7
Queue Length 50th (ft)	55	105		~135	160		48	68		38	120	0
Queue Length 95th (ft)	114	173		#389	252		98	129		81	214	41
Internal Link Dist (ft)		572			1136			952			1247	
Turn Bay Length (ft)	215			114			225			114		235
Base Capacity (vph)	309	1155		368	1156		337	1163		341	616	623
Starvation Cap Reductn	0	0		0	0		0	0		0	0	0
Spillback Cap Reductn	0	0		0	0		0	0		0	0	0
Storage Cap Reductn	0	0		0	0		0	0		0	0	0
Reduced v/c Ratio	0.57	0.40		1.00	0.56		0.41	0.42		0.33	0.39	0.23

Intersection Summary

Cycle Length: 104
Actuated Cycle Length: 83.8
Natural Cycle: 65
Control Type: Actuated-Uncoordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Eldron Blvd SE/Cogan Dr & Bayside Lakes Blvd SE



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	172	370	83	357	526	103	135	252	220	111	235	142
Future Volume (veh/h)	172	370	83	357	526	103	135	252	220	111	235	142
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1683	1683	1683	1683	1683	1683	1603	1603	1603	1683	1683	1683
Adj Flow Rate, veh/h	177	381	25	368	542	39	139	260	206	114	242	136
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	2	2	2	2	2	2	8	8	8	2	2	2
Cap, veh/h	338	623	41	419	723	52	310	364	278	287	346	293
Arrive On Green	0.11	0.20	0.20	0.15	0.24	0.24	0.09	0.22	0.22	0.08	0.21	0.21
Sat Flow, veh/h	1603	3047	199	1603	3026	217	1527	1644	1256	1603	1683	1427
Grp Volume(v), veh/h	177	199	207	368	286	295	139	240	226	114	242	136
Grp Sat Flow(s),veh/h/ln	1603	1599	1647	1603	1599	1644	1527	1523	1377	1603	1683	1427
Q Serve(g_s), s	5.8	7.8	7.8	10.0	11.3	11.4	4.8	10.0	10.5	3.8	9.1	5.7
Cycle Q Clear(g_c), s	5.8	7.8	7.8	10.0	11.3	11.4	4.8	10.0	10.5	3.8	9.1	5.7
Prop In Lane	1.00		0.12	1.00		0.13	1.00		0.91	1.00		1.00
Lane Grp Cap(c), veh/h	338	327	337	419	382	393	310	337	305	287	346	293
V/C Ratio(X)	0.52	0.61	0.61	0.88	0.75	0.75	0.45	0.71	0.74	0.40	0.70	0.46
Avail Cap(c_a), veh/h	394	700	721	419	700	720	390	667	603	397	737	625
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.8	24.8	24.8	21.5	24.2	24.2	19.2	24.6	24.8	19.7	25.3	23.9
Incr Delay (d2), s/veh	1.3	1.8	1.8	18.8	2.9	2.9	1.0	2.8	3.5	0.9	2.6	1.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	2.8	2.9	6.5	4.2	4.3	1.7	3.7	3.5	1.3	3.6	1.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.0	26.6	26.6	40.3	27.1	27.1	20.3	27.4	28.4	20.6	27.8	25.0
LnGrp LOS	C	C	C	D	C	C	C	C	C	C	C	C
Approach Vol, veh/h		583			949			605			492	
Approach Delay, s/veh		24.6			32.2			26.1			25.4	
Approach LOS		C			C			C			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	16.0	20.0	12.4	20.1	13.6	22.4	11.3	21.2
Change Period (Y+Rc), s	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Max Green Setting (Gmax), s	10.0	30.0	10.0	30.0	10.0	30.0	10.0	30.0
Max Q Clear Time (g_c+I1), s	12.0	9.8	6.8	11.1	7.8	13.4	5.8	12.5
Green Ext Time (p_c), s	0.0	2.1	0.1	1.6	0.1	3.0	0.1	2.7

Intersection Summary	
HCM 6th Ctrl Delay	27.8
HCM 6th LOS	C

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Dr. Mark Rendell, Ed.D., Superintendent

Brevard Public Schools

July 18, 2023

Ms. Tania Ramos
Senior Planner
City of Palm Bay
Growth Management Department
120 Malabar Road SE
Palm Bay, Florida 32907

RE: Proposed Bramblewood Townhomes Development
School Capacity Availability Determination Letter SCADL-2023-13

Dear Ms. Tania Ramos,

We received a completed *School Facility Planning & Concurrency Application* for the referenced development. The subject property is Tax Account 2962317 (Parcel ID: 29-37-19-RX-16) containing approximately 20.02 acres in the City of Palm Bay, Brevard County, Florida. The proposed development includes 126 single-family units. The School Impact Analysis of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 and Amended Appendix "A"-School District Student Generation Multiplier (approved April 11, 2022) of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in the *Brevard County Public Schools Financially Feasible Plan for 2022-23 to 2027-28* which is attached for reference.

Single-Family Homes	126		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.24	30.24	30
Middle	0.07	8.82	9
High	0.12	15.12	15
Total	0.43		54

Planning & Project Management
Facilities Services
Phone: (321) 633-1000 x11418 · FAX: (321) 633-4646

An Equal Opportunity Employer

FISH Capacity (including relocatable classrooms) from the Financially Feasible Plan (FFP) Data and Analysis for School Years 2023-24 to 2027-28

School	2023-24	2024-25	2025-26	2026-27	2027-28
Westside	857	923	989	1,033	1,099
Southwest	1,230	1,230	1,230	1,289	1,289
Bayside	2,263	2,263	2,263	2,263	2,382

Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Westside	846	922	974	988	1,100
Southwest	920	1,024	1,127	1,174	1,285
Bayside	1,885	2,023	2,099	2,175	2,371

Students Generated by Newly Issued SCADL Reservations Since FFP

School	2023-24	2024-25	2025-26	2026-27	2027-28
Westside	-	-	-	-	-
Southwest	13	13	13	13	13
Bayside	21	21	21	21	21

Cumulative Students Generated by Proposed Development

School	2023-24	2024-25	2025-26	2026-27	2027-28
Westside	-	30	30	30	30
Southwest	-	9	9	9	9
Bayside	-	15	15	15	15

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2023-24	2024-25	2025-26	2026-27	2027-28
Westside	846	952	1,004	1,018	1,130
Southwest	933	1,046	1,149	1,196	1,307
Bayside	1,906	2,059	2,135	2,211	2,407

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Westside	11	(29)	(15)	15	(31)
Southwest	297	184	81	93	(18)
Bayside	357	204	128	52	(25)

At this time Westside Elementary School, Southwest Middle School and Bayside High School are not projected to have enough capacity for the total of projected and potential students from the Bramblewood Townhomes development. Because there is a shortfall of the available capacity in the concurrency service areas of the Bramblewood Townhomes development, the capacity of adjacent concurrency service areas must be considered. The adjacent elementary school concurrency service areas are Columbia Elementary School, Sunrise Elementary School, John F. Turner Sr. Elementary School and Jupiter Elementary School. The adjacent

middle school concurrency service areas are Stone Magnet Middle School and Central Middle School. The adjacent high school concurrency service areas are Heritage High School and Palm Bay Magnet High School. A table of capacities of the Adjacent Schools Concurrency Service Areas that could accommodate the impacts of the Bramblewood Townhomes development is shown:

FISH Capacity (including relocatable classrooms) from the Financially Feasible Plan (FFP) Data and Analysis for School Years 2023-24 to 2027-28

School	2023-24	2024-25	2025-26	2026-27	2027-28
Columbia	751	751	751	751	751
Central	1,514	1,514	1,514	1,514	1,514
Heritage	2,314	2,314	2,314	2,314	2,314

Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Columbia	512	531	522	538	538
Central	1,129	1,158	1,228	1,289	1,377
Heritage	2,055	2,065	2,057	2,099	2,171

Students Generated by Newly Issued SCADL Reservations Since FFP

School	2023-24	2024-25	2025-26	2026-27	2027-28
Columbia	-	-	-	-	-
Central	-	4	10	16	18
Heritage	-	8	18	28	31

Cumulative Students Generated by Proposed Development

School	2023-24	2024-25	2025-26	2026-27	2027-28
Columbia	-	30	30	30	30
Central	-	9	9	9	9
Heritage	-	15	15	15	15

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2023-24	2024-25	2025-26	2026-27	2027-28
Columbia	512	561	552	568	568
Central	1,129	1,171	1,247	1,314	1,404
Heritage	2,055	2,088	2,090	2,142	2,217

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Columbia	239	190	199	183	183
Central	385	343	267	200	110
Heritage	259	226	224	172	97

Considering the adjacent elementary school, middle school and high school concurrency service areas, there is sufficient capacity for the total projected student membership to accommodate the Bramblewood Townhomes development.

This letter is the official ***School Concurrency Availability Determination Letter (SCADL)*** for the Bramblewood Townhomes development in accordance with Section 13.2(e) of the *Interlocal Agreement for Public School Facility Planning and School Concurrency (ILA).* This letter will become binding, and capacity will be reserved in Brevard Public Schools for the projected student membership impact of this development as of the date of this letter.

The School Capacity Reservation at the above schools is valid for 24 months from the date of this letter. At that time, if the project has not received the Certificate of Completion approval from The City of Palm Bay, a Time Extension application can be submitted to the School Board through The City of Palm Bay. A maximum of 2 additional years can be requested. If the final planning approval has not been completed after the 2-year Time Extension is granted, a new application for School Concurrency must be submitted.

Also, in accordance with Section 13.2(f) of the ILA, so that the school district can track capacity reservations, please provide notification:

1. When this residential development has received a Concurrency Evaluation Finding of Nondeficiency or functional equivalent.
2. The date the development order expires, is extended, or is revoked.
3. When the concurrency reservations become vested.
4. When the school impact fees have been paid.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

Karen M. Black, AICP
Manager – Facilities Planning & Intergovernmental Coordination
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Financially Feasible Plan for 2022-23 to 2027-28*

Copy: Susan Hann, AICP, Assistant Superintendent of Facilities Services
File SCADL-2023-13

David G. Lindemann, AICP, Director of Planning & Project Management, Facilities Services
File SCADL-2023-13

Brevard County Public Schools

Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service

Data and Analysis for School Years 2022-23 to 2027-28

Summary	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Highest Utilization Elementary Schools:	93%	99%	100%	99%	99%	100%
Highest Utilization Middle Schools:	88%	88%	94%	92%	91%	100%
Highest Utilization Jr / Sr High Schools:	83%	83%	81%	78%	77%	76%
Highest Utilization High Schools:	107%	99%	97%	98%	100%	100%

School	Type	Grades	Utilization Factor	School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
				FISH Capacity	10/14/22 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Elementary School Concurrency Service Areas																					
Allen	Elementary	PK-6	100%	751	598	80%	751	598	80%	751	635	85%	751	704	94%	751	720	96%	773	766	99%
Andersen	Elementary	K-6	100%	884	568	64%	884	568	64%	884	549	62%	884	537	61%	884	530	60%	884	501	57%
Apollo	Elementary	K-6	100%	902	731	81%	902	731	81%	902	749	83%	902	753	83%	902	736	82%	902	718	80%
Atlantis	Elementary	PK-6	100%	739	620	84%	739	620	84%	739	608	82%	739	596	81%	739	585	79%	739	572	77%
Audubon	Elementary	PK-6	100%	761	450	59%	761	450	59%	761	435	57%	761	422	55%	761	419	55%	761	426	56%
Cambridge	Elementary	PK-6	100%	787	495	63%	787	495	63%	787	511	65%	787	505	64%	787	510	65%	787	524	67%
Cape View	Elementary	PK-6	100%	570	305	54%	570	288	51%	570	309	54%	570	314	55%	570	315	55%	570	329	58%
Carroll	Elementary	K-6	100%	751	626	83%	751	633	84%	751	643	86%	751	623	83%	751	619	82%	751	628	84%
Challenger 7	Elementary	PK-6	100%	573	503	88%	573	503	88%	573	474	83%	573	462	81%	573	433	76%	573	413	72%
Columbia	Elementary	PK-6	100%	751	506	67%	751	512	68%	751	531	71%	751	522	70%	751	538	72%	751	538	72%
Coquina	Elementary	K-6	100%	711	560	79%	711	560	79%	711	565	79%	711	602	85%	711	590	83%	711	585	82%
Creel	Elementary	PK-6	100%	1,114	626	56%	1,114	660	59%	1,114	668	60%	1,114	668	60%	1,114	667	60%	1,114	658	59%
Croton	Elementary	PK-6	100%	795	488	61%	795	488	61%	795	514	65%	795	528	66%	795	542	68%	795	542	68%
Discovery	Elementary	PK-6	100%	980	643	66%	980	664	68%	980	675	69%	980	671	68%	980	720	73%	980	761	78%
Endeavour	Elementary	PK-6	100%	968	719	74%	968	750	77%	968	717	74%	968	707	73%	968	674	70%	968	671	69%
Enterprise	Elementary	K-6	100%	729	597	82%	729	597	82%	729	578	79%	729	552	76%	729	538	74%	729	529	73%
Fairglen	Elementary	PK-6	100%	789	617	78%	789	617	78%	789	617	78%	789	632	80%	789	635	80%	789	625	79%
Gemini	Elementary	K-6	100%	711	468	66%	711	477	67%	711	465	65%	711	468	66%	711	455	64%	711	457	64%
Golfview	Elementary	PK-6	100%	777	441	57%	777	441	57%	777	460	59%	777	481	62%	777	489	63%	777	503	65%
Harbor City	Elementary	PK-6	100%	629	403	64%	629	405	64%	629	457	73%	629	474	75%	629	494	79%	629	509	81%
Holland	Elementary	PK-6	100%	605	432	71%	605	450	74%	605	451	75%	605	444	73%	605	442	73%	605	431	71%
Imperial Estates	Elementary	K-6	100%	729	659	90%	729	684	94%	729	712	98%	729	724	99%	751	742	99%	795	779	98%
Indialantic	Elementary	K-6	100%	798	686	86%	798	686	86%	798	685	86%	798	671	84%	798	676	85%	798	651	82%
Jupiter	Elementary	PK-6	100%	930	729	78%	930	735	79%	930	801	86%	930	882	95%	974	940	97%	1,040	1,030	99%
Lockmar	Elementary	PK-6	100%	892	585	66%	892	585	66%	892	569	64%	892	552	62%	892	558	63%	892	559	63%
Longleaf	Elementary	PK-6	100%	790	631	80%	790	637	81%	790	613	78%	790	590	75%	790	563	71%	790	528	67%
Manatee	Elementary	K-6	100%	998	898	90%	998	910	91%	998	889	89%	998	845	85%	998	888	89%	998	881	88%
McAuliffe	Elementary	PK-6	100%	838	621	74%	838	621	74%	838	580	69%	838	568	68%	838	553	66%	838	528	63%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	825	74%	1,114	825	74%	1,114	779	70%	1,114	773	69%	1,114	805	72%	1,114	843	76%
Meadowlane Primary	Elementary	K-6	100%	824	651	79%	824	666	81%	824	660	80%	824	630	76%	824	618	75%	824	613	74%
Mila	Elementary	PK-6	100%	707	435	62%	707	435	62%	707	439	62%	707	396	56%	707	383	54%	707	362	51%
Mims	Elementary	PK-6	100%	725	464	64%	725	464	64%	725	481	66%	725	512	71%	725	525	72%	725	513	71%
Oak Park	Elementary	PK-6	100%	968	505	52%	968	505	52%	968	471	49%	968	478	49%	968	475	49%	968	447	46%
Ocean Breeze	Elementary	PK-6	100%	654	554	85%	654	550	84%	654	542	83%	654	533	81%	654	534	82%	654	531	81%
Palm Bay Elem	Elementary	PK-6	100%	983	586	60%	983	613	62%	983	610	62%	983	627	64%	983	630	64%	983	636	65%
Pinewood	Elementary	PK-6	100%	569	521	92%	591	521	88%	591	541	92%	613	572	93%	613	598	98%	613	600	98%
Port Malabar	Elementary	PK-6	100%	852	640	75%	852	640	75%	852	683	80%	852	746	88%	852	760	89%	852	795	93%
Quest	Elementary	PK-6	100%	932	693	74%	932	693	74%	932	684	73%	932	681	73%	932	685	73%	932	697	75%
Riviera	Elementary	PK-6	100%	777	699	90%	777	714	92%	777	718	92%	799	780	98%	843	827	98%	887	866	98%
Roosevelt	Elementary	K-6	100%	599	288	48%	599	298	50%	599	269	45%	599	256	43%	599	239	40%	599	220	37%
Sabal	Elementary	PK-6	100%	785	500	64%	785	500	64%	785	503	64%	785	516	66%	785	534	68%	785	535	68%
Saturn	Elementary	PK-6	100%	998	649	65%	998	649	65%	998	677	68%	998	821	82%	998	794	80%	998	786	79%
Sea Park	Elementary	PK-6	100%	461	337	73%	461	337	73%	461	327	71%	461	321	70%	461	326	71%	461	329	71%
Sherwood	Elementary	PK-6	100%	609	459	75%	609	459	75%	609	458	75%	609	459	75%	609	450	74%	609	441	72%
Sunrise	Elementary	PK-6	100%	913	759	83%	913	767	84%	913	836	92%	935	908	97%	1,023	1,004	98%	1,067	1,067	100%
Suntree	Elementary	K-6	100%	755	600	79%	755	602	80%	755	561	74%	755	541	72%	755	516	68%	755	480	64%
Surfside	Elementary	K-6	100%	541	442	82%	541	442	82%	541	425	79%	541	418	77%	541	417	77%	541	407	75%
Tropical	Elementary	K-6	100%	910	669	74%	910	669	74%	910	614	67%	910	600	66%	910	572	63%	910	545	60%
Turner	Elementary	PK-6	100%	874	555	64%	874	564	65%	874	589	67%	874	647	74%	874	675	77%	874	691	79%
University Park	Elementary	PK-6	100%	811	487	60%	811	487	60%	811	545	67%	811	592	73%	811	642	79%	811	658	81%
Viera Elem	Elementary	K-6	100%	1,030	695	67%	1,030	717	70%	1,030	759	74%	1,030	857	83%	1,030	926	90%	1,074	1,061	99%
Westside	Elementary	K-6	100%	857	799	93%	857	846	99%	923	922	100%	989	974	98%	1,033	988	96%	1,099	1,100	**100%**
Williams	Elementary	PK-6	100%	715	451	63%	715	450	63%	715	443	62%	715	414	58%	715	411	57%	715	415	58%
Elementary Totals				**42,215**	**30,468**		**42,237**	**30,778**		**42,303**	**30,996**		**42,435**	**31,549**		**42,677**	**31,905**		**43,007**	**32,280**	

School	Type	Grades	Utilization Factor	School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
				FISH Capacity	10/14/22 Member-ship	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Middle School Concurrency Service Areas																					
Central	Middle	7-8	90%	1,514	1,129	75%	1,514	1,129	75%	1,514	1,158	76%	1,514	1,228	81%	1,514	1,289	85%	1,514	1,377	91%
DeLaura	Middle	7-8	90%	960	842	88%	960	844	88%	960	902	94%	960	820	85%	960	789	82%	960	826	86%
Hoover	Middle	7-8	90%	680	505	74%	680	505	74%	680	534	79%	680	574	84%	680	577	85%	680	588	86%
Jackson	Middle	7-8	90%	660	550	83%	660	550	83%	660	545	83%	660	538	82%	660	555	84%	660	588	89%
Jefferson	Middle	7-8	90%	873	608	70%	873	608	70%	873	600	69%	873	609	70%	873	563	64%	873	548	63%
Johnson	Middle	7-8	90%	1,064	610	57%	1,064	610	57%	1,064	650	61%	1,064	698	66%	1,064	753	71%	1,064	825	78%
Kennedy	Middle	7-8	90%	869	671	77%	869	671	77%	869	687	79%	869	670	77%	869	669	77%	869	677	78%
Madison	Middle	7-8	90%	781	446	57%	781	453	58%	781	484	62%	781	452	58%	781	476	61%	781	593	76%
McNair	Middle	7-8	90%	616	365	59%	616	369	60%	616	346	56%	616	354	57%	616	337	55%	616	347	56%
Southwest	Middle	7-8	90%	1,230	920	75%	1,230	920	75%	1,230	1,024	83%	1,230	1,127	92%	1,289	1,174	91%	1,289	1,285	100%
Stone	Middle	7-8	90%	1,076	668	62%	1,076	708	66%	1,076	799	74%	1,076	823	76%	1,076	890	83%	1,076	977	91%
Middle Totals				**10,323**	**7,314**		**10,323**	**7,367**		**10,323**	**7,729**		**10,323**	**7,893**		**10,382**	**8,072**		**10,382**	**8,631**	
Junior / Senior High School Concurrency Service Areas																					
Cocoa	Jr / Sr High	PK, 7-12	90%	2,097	1,545	74%	2,097	1,536	73%	2,097	1,555	74%	2,097	1,525	73%	2,097	1,518	72%	2,097	1,470	70%
Cocoa Beach	Jr / Sr High	7-12	90%	1,445	983	68%	1,445	1,000	69%	1,445	1,000	69%	1,445	941	65%	1,445	928	64%	1,445	867	60%
Space Coast	Jr / Sr High	7-12	90%	1,852	1,534	83%	1,852	1,534	83%	1,852	1,505	81%	1,852	1,450	78%	1,852	1,428	77%	1,852	1,402	76%
Jr / Sr High Totals				**5,394**	**4,062**		**5,394**	**4,070**		**5,394**	**4,060**		**5,394**	**3,916**		**5,394**	**3,874**		**5,394**	**3,739**	
Senior High School Concurrency Service Areas																					
Astronaut	High	9-12	95%	1,451	1,109	76%	1,451	1,109	76%	1,451	1,123	77%	1,451	1,129	78%	1,451	1,164	80%	1,451	1,158	80%
Bayside	High	9-12	95%	2,263	1,851	82%	2,263	1,885	83%	2,263	2,023	89%	2,263	2,099	93%	2,263	2,175	96%	2,382	2,371	100%
Eau Gallie	High	PK, 9-12	95%	2,221	1,582	71%	2,221	1,582	71%	2,221	1,597	72%	2,221	1,625	73%	2,221	1,631	73%	2,221	1,693	76%
Heritage	High	9-12	95%	2,314	2,033	88%	2,314	2,055	89%	2,314	2,065	89%	2,314	2,057	89%	2,314	2,099	91%	2,314	2,171	94%
Melbourne	High	9-12	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,248	95%	2,370	2,284	96%	2,370	2,345	99%
Merritt Island	High	PK, 9-12	95%	1,962	1,546	79%	1,962	1,546	79%	1,962	1,512	77%	1,962	1,457	74%	1,962	1,437	73%	1,962	1,454	74%
Palm Bay	High	PK, 9-12	95%	2,657	1,483	56%	2,657	1,495	56%	2,657	1,581	60%	2,657	1,683	63%	2,657	1,704	64%	2,657	1,700	64%
Rockledge	High	9-12	95%	1,836	1,559	85%	1,836	1,559	85%	1,836	1,640	89%	1,836	1,699	93%	1,836	1,693	92%	1,836	1,620	88%
Satellite	High	PK, 9-12	95%	1,527	1,518	99%	1,551	1,536	99%	1,551	1,433	92%	1,551	1,413	91%	1,551	1,359	88%	1,551	1,299	84%
Titusville	High	9-12	95%	1,813	1,313	72%	1,813	1,333	74%	1,813	1,335	74%	1,813	1,351	75%	1,813	1,316	73%	1,813	1,322	73%
Viera	High	PK, 9-12	95%	2,141	2,289	**107%**	2,474	2,319	94%	2,474	2,391	97%	2,474	2,417	98%	2,569	2,579	**100%**	2,664	2,660	100%
High Totals				**22,555**	**18,528**		**22,912**	**18,664**		**22,912**	**18,945**		**22,912**	**19,178**		**23,007**	**19,441**		**23,221**	**19,793**	
Schools of Choice (Not Concurrency Service Areas)																					
Freedom 7	Elementary	K-6	100%	475	403	85%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	506	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%
South Lake	Elementary	K-6	100%	481	434	90%	657	453	69%	657	471	72%	657	489	74%	657	507	77%	657	529	81%
West Melbourne	Elementary	K-6	100%	618	549	89%	618	552	89%	794	570	72%	794	588	74%	794	606	76%	794	624	79%
Edgewood	Jr / Sr High	7-12	90%	1,077	938	87%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%
West Shore	Jr / Sr High	7-12	90%	1,264	930	74%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%
Schools of Choice				**4,484**	**3,760**		**4,660**	**3,827**		**4,836**	**3,863**		**4,836**	**3,899**		**4,836**	**3,935**		**4,836**	**3,975**	
Brevard Totals				**84,971**	**64,132**		**85,526**	**64,706**		**85,768**	**65,593**		**85,900**	**66,435**		**86,296**	**67,227**		**86,840**	**68,418**	

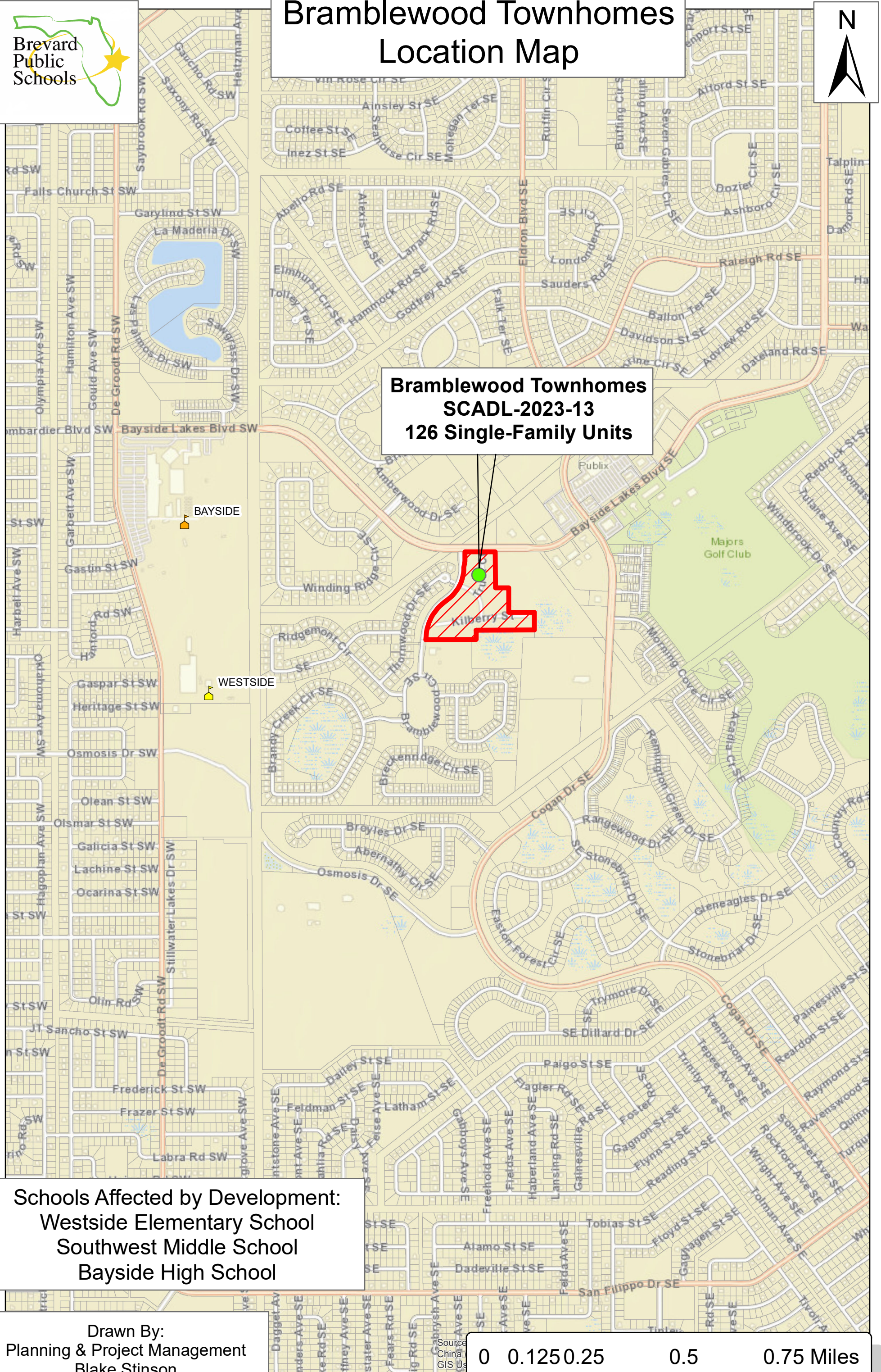
Notes

1. FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2022-23 are reported from the FISH database as of October 14, 2022.
2. Student Membership is reported from the Fall Final Membership Count (10/14/2022).
3. Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
   - Development Projections from Brevard County Local Government Jurisdictions
   - Brevard County School Concurrency Student Generation Multipliers (SGM)
   - Fall Membership student addresses and corresponding concurrency service areas
   - Student Mobility Rates / Cohort Survival Rates
   - Brevard County Birth rates by zip code
4. Davis Demographics estimates are then adjusted using the following factors:
   - PK (Pre-Kindengarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
   - Current From/To attendance patterns are assumed to remain constant.
   - Nongeocoded student addresses are assumed to continue in their attendance schools.
   - Charter School Growth.
5. In order to maintain utilization rates lower than the 100% Level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
6. If student projections are accurate, the school board could add additional classroom capacity, implement attendance boundary changes, or add relocatable classrooms. A south area elementary school is planned for the future growth, but the exact timing hasn't been established.
   If only relocatable classrooms are used for the next 5 years, the following changes would be needed to accommodate projected growth. These schools are being analyzed for the best options to accommodate additional students.
   - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
   For school year 2023-24, no additional capacity is needed.
   For school year 2024-25, a total of 3 intermediate classrooms are projected for Westside Elementary School
   For school year 2025-26, a total of 6 intermediate classrooms are projected for Pinewood (1), Riveria (1), Sunrise (1) and Westside (3) Elementary Schools.
   For school year 2026-27, a total of 14 intermediate classrooms are projected for Imperial Estates (1), Jupiter (2), Riviera (2), Sunrise (4), Westside (2) Elementary Schools, and Southwest Middle School (3). 4 High School relocatable classrooms are proposed for Viera High School.
   For school year 2027-28, a total of 15 intermediate classrooms are projected for Roy Allen (1), Imperial Estates (2), Jupiter (3), Riveria (2), Viera El (2), Sunrise (2), and Westside (3) Elementary Schools. 9 High School relocatable classrooms are proposed for Bayside (5) and Viera (4) High.
7. A classroom addition is planned for construction at Viera High School for 2023-24. The factored capacity is adjusted for the proposed 350 student stations.
8. A classroom addition is planned for construction at South Lake Elementary School for 2023-24. The factored capacity is adjusted for the proposed 176 student stations.
9. A classroom addition is planned for construction at West Melbourne School of Science for 2024-25. The factored capacity is adjusted for the proposed 176 student stations.
10. Capacity adjusted for Board approved addition of one relocatable each at Pinewood Elementary and Satellite High Schools for school year 2024-25 forward.

Bramblewood Townhomes Location Map

Brevard Public Schools

N



CITIZEN PARTICIPATION PLAN REPORT

Applicant should follow established Citizen Participation Plan as specified in §169.005 CITIZEN PARTICIPATION PLANS.

CASE DETAILS

Applicant Name:	INB Homes
Project Name:	Bramblewood Townhomes
Case Type:	PD23-0004/FD23-0008
Case Description:	The project will consist of a townhome development located on a single parcel approximately 20-acres in size, the parcel is in Bayside Lakes within the City of Palm Bay. Parcel ID is The general geographical location is south of Bayside Lakes Blvd SE, east of the Bramblewood Circle. In 2006, the site was originally approved for 92 townhome units. The site was constructed in 2006 but vertical construction never occurred. The site has laid dormant since. The project proposes to increase the density to allow for 126 townhome units. The site has an existing access off Bramblewood Circle. Internal roads, utilities and stormwater management system have been constructed. The proposed scope of work is to modify the existing water and sewer services to accommodate the increased density.
Intended Month of Submission:	June

INFORMATION ON THE CITIZEN PARTICIPATION PLAN MEETING

Notice to the Public (Date):	06/15/2023
Date CPP was Held:	06/28/2023 at 6:30 pm
Location of the Meeting:	Ted Whitlock Community Center
Number of Attendees:	22

DENOTE ANY ADVERSE COMMENTS/COMPLAINTS/ CONCERNS/ ISSUES RECEIVED AND DESCRIBE RESOLUTION OR PROVIDE JUSTIFICATION IF THE APPLICANT IS UNABLE OR UNWILLING TO ADDRESS THE ISSUE:

	Comments	Resolution	Justification if the applicant is unable or unwilling to address the issue
	What are the price points of the units?	Pricing will be based on market conditions at the time of sale.	
	Selling individual or investor units?	Depends on marketing conditions at the time of sale.	
	Have you done any traffic studies?	A traffic analysis will be submitted to the City.	
	Number of home units will cause many problems with traffic. Should stay at 92 units	A traffic analysis will be submitted to the City to determine if any offsite improvements are needed.	
	Traffic - only one exit/entrance is my biggest concern. Sounds like too many units. Would like to see 90 units. Schools big concern.	We are required to submit a school board concurrency application to the county to ensure that the surrounding schools have adequate capacity for the proposed development.	We proposing to utilize the existing entrance road constructed in 2006 to minimize construction activity.
	Developer proposed 126 units with possible 1-car garage but states this will be a high-end development. Since there are no 1-car garage in Bayside, and therefore cannot be considered high-end this will significantly adversely affect the value of our existing homes and will only benefit the developer.	Two car driveway and we consider project high-end with quartz countertops, stainless appliances, tiled showers, fenced in back yards and other high end finishes.	
	Not fond of 126 units, 92 sounds better.		92 units doesn't work financially. Need 126 units to make the project feasible.

	Do not like the 2-story aspect. Looks like apartments much rather have 2-car garage, single story only. Open to 55 plus even.		PUD is for townhomes. Unable to do 1-story townhomes.
	Would need to keep with remaining HOA fence and paver driveways	The site will conform to the recorded HOA Declaration.	
	Gate needs to be inside property that leads to each area of homes not off of Bramblewood.	There won't be a gate on Bramblewood.	

List of Attendees

Number	Name of attendee	Number	Name of attendee
1.	Ray Wilson	2.	Peter Mullings
3.	Euria Mullings	4.	Ricard D. Jones
5.	Lynne Birdsong Fortier	6.	Debbie Godwin
7.	Bart Heier	8.	Larry Satterfield
9.	Ben Love	10.	Doreen Bonosconi
11.	Richard Mason	12.	Pamela Mason
13.	Bonnie Magee	14.	John Magee
15.	Rich Fawcett	16.	Linda Fawcett
17.	Gladys Rivera	18.	Fred Miller
19.	Chris Andreski	20.	Lewis Herman
21.	Gloria Herman	22.	Joe Antmam
23.		24.	
25.		26.	
27.		28.	
29.		30.	
31.		32.	
33.		34.	
35.		36.	
37.		38.	
39.		40.	
41.		42.	
43.		44.	
45.		46.	
47.		48.	
49.		50.	

ADDITIONAL DOCUMENTS REQUIRED WITH CITIZEN PARTICIPATION PLAN REPORT SUBMISSION

1. Copy of notice sent (separate attachment)
   - All the property owners within a 500-foot radius of the subject parcel shall be informed about the meeting date, time, location, and project.
2. Material distributed or presented at the meeting (separate attachment)

I hereby certify that information provided as part of this report is correct.

Kiel Causby

Signature

Kiel Causby, P.E. 06/29/2023

Typed Name and Title **Date**

ATTACHMENT A

CITIZEN PARTICIPATION MEETING NOTICE

Citizen Information Meeting
Wednesday, June 28th, 2023
6:30 PM – 7:30 PM
Ted Whitlock Community Center
1951 Malabar Rd. NW
Palm Bay, FL 32907

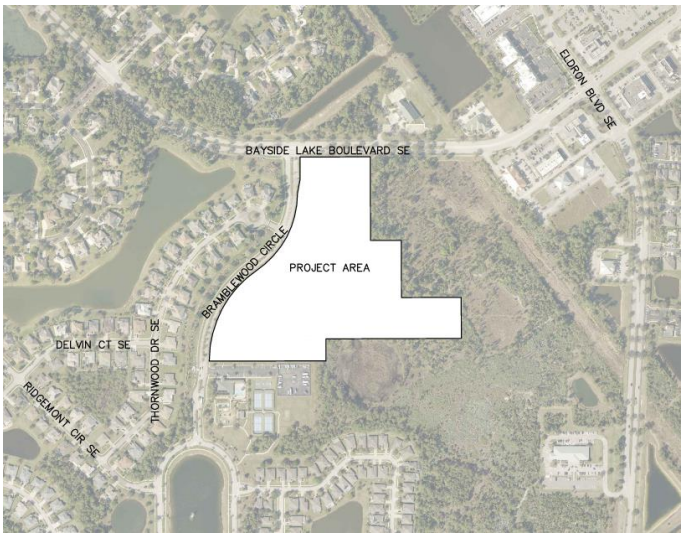
REQUEST

Final Development Plan:
Present proposed development and to establish development standards.

Project Name: Bramblewood Townhomes
Owner: JWH Holdings, LLC – Chaoyi Wang
Applicant: Innovation Nationwide Builders, Inc.
Parcel ID: Tract I-6 – 29-37-19-RX-I6 (20.02 AC)

Acreage: 20.02 gross acres
Location: The general geographical location is south of Bayside Lakes Blvd SE, and east of Bramblewood Circle.

SUBJECT PROPERTY LOCATION



SUMMARY OF REQUEST

On Behalf of Innovative Nationwide Builders, Inc. Kimley-Horn and Associates, Inc. is pleased to announce a new residential community within the City of Palm Bay. The proposed development is a single-family townhome development located south of Bayside Lakes Blvd. SE and east of Bramblewood Cir.

The purpose of this meeting is to present the project to local stakeholders within the community, answer questions about the development, and hear any feedback the neighbors may have. We look forward to presenting this project and meeting the local community.

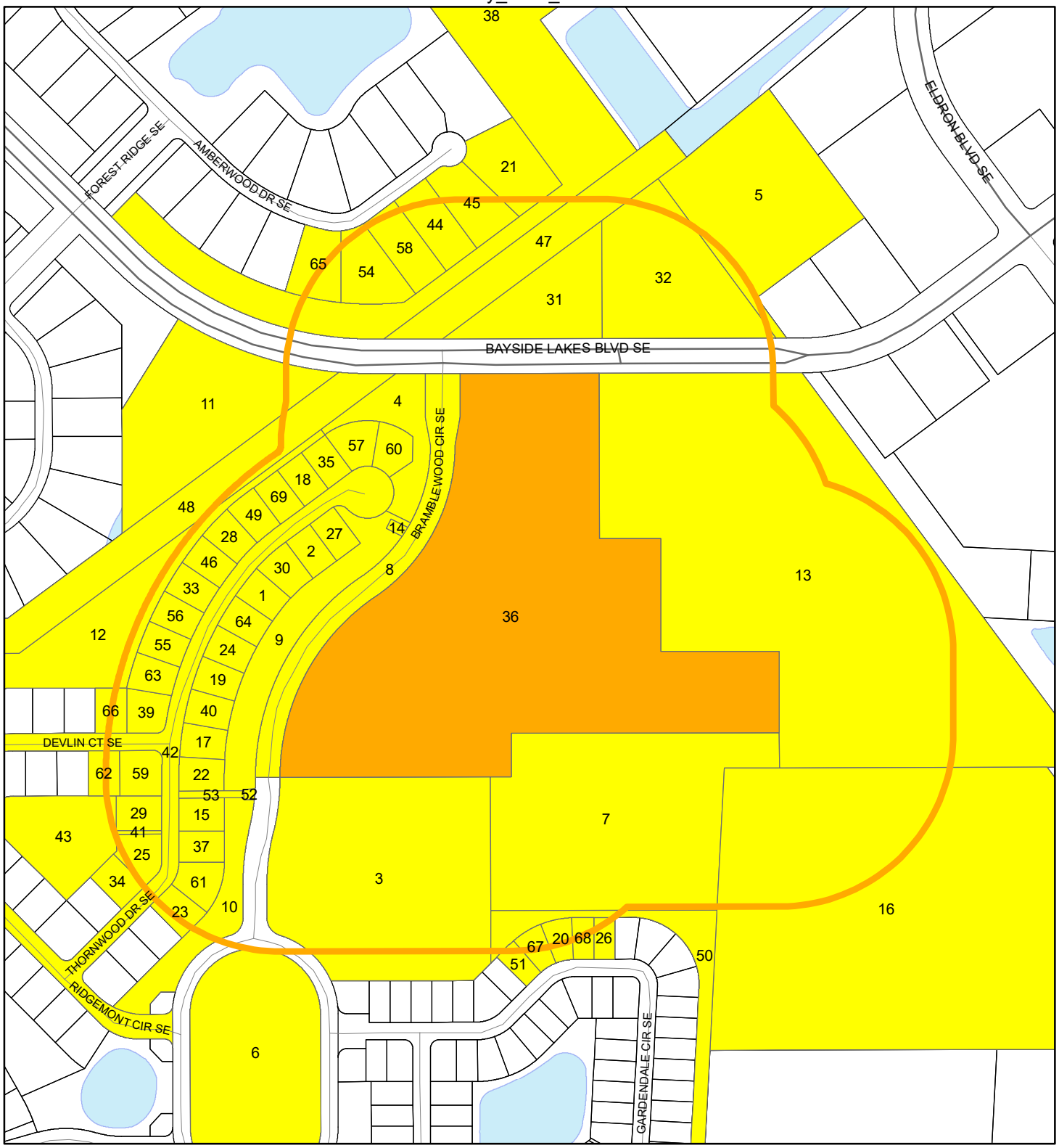
ATTACHMENT B

BREVARD COUNTY RADIUS PACKAGE

RADIUS MAP

JWH HOLDINGS LLC

Kimley_Horn_2962317



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 6/13/2023

- Buffer
- Subject Property
- Notify Property
- Parcels

ALTONAGA, BROOKE LEE
1931 THORNWOOD DR SE
PALM BAY FL 32909-2324

BAYSIDE LAKES COMMERCIAL CENTER
PROPERTY OWNERS ASSOCIATION INC
C/O JAMES KENNEY
1331 BEDFORD DR #103
MELBOURNE FL 32940-

BELLSOUTH TELECOMMUNICATIONS INC
D/B/A A T & T FLORIDA
1010 PINE ST, # 9E-L-01
ATTN PROPERTY TAX DEPT
SAINT LOUIS MO 63101-2015

BOUNAUITO, JACLYN
BOUNAUITO, JUSTIN
2031 THORNWOOD DR SE
PALM BAY FL 32909-2326

CABALLERO, ALEX M,JR
2001 THORNWOOD DR SE
PALM BAY FL 32909-2326

CAFARO, ROCCO
RIZZO, JOYCE
1926 THORNWOOD DR SE
PALM BAY FL 32909-

CAMPBELL, BRUCE L
CAMPBELL, MARCIA A
1981 THORNWOOD DR SE
PALM BAY FL 32909-

CAVANAUGH, HERBERT
CAVANAUGH, EILEEN
367 GARDENDALE CIR SE
PALM BAY FL 32909-

CHERLAND, JAY R
CHERLAND, LISA ANN
1884 AMBERWOOD SE DR SE
PALM BAY FL 32909-2301

CIVITA, BRENDA LANZA
CIVITA, ALLEN MICHAEL
2011 THORNWOOD DR SE
PALM BAY FL 32909-

CONCEPCION, MICHELLE G
CONCEPCION, JOSEPH L
2061 THORNWOOD DRIVE SE
PALM BAY FL 32909-

CUMMINGS, SUSAN
1971 THORNWOOD DR SE
PALM BAY FL 32909-

DOLAN, PATRICIA L
2050 THORNWOOD DR SE
PALM BAY FL 32909-2325

ELLNER, STEVE TRUST
561 WEBSTER AVE
LANGHORNE PA 19047-7534

FLAGG, DEAN ROBERT
1921 THORNWOOD DR SE
PALM BAY FL 32909-2324

FORTIER, EDWARD R
BIRDSONG, PATRICIA LYNNE
1950 THORNWOOD DR SE
PALM BAY FL 32909-2323

FRAZIER, JOHN W
HENRY, NORAH F
3 ATHAN ST
BINGHAMPTON NY 13903-

GODWIN, LARRY T
GODWIN, DEBORAH G
1941 THORNWOOD DRIVE SE
PALM BAY FL 32909-

GRACE BIBLE CHURCH OF PALM BAY
FL INC
3620 BAYSIDE LAKES BLVD
PALM BAY FL 32909-

HALFHIDE, GARY P
HALFHIDE, LINDA M
1966 THORNWOOD DR SE
PALM BAY FL 32909-

JACKSON, WILLIAM
2070 THORNWOOD DR SE
PALM BAY FL 32909-2325

JAMES REVETT & THERESE REVETT
REVOCABLE LIVING TRUST
1918 THORNWOOD DR SE
PALM BAY FL 32909-2323

JWH HOLDINGS LLC
5625 WINDSOR WAY, UNIT 209
CULVER CITY CA 90230-6745

KAPRAL, GREGORY G
KAPRAL, MARY ELIZABETH
2041 THORNWOOD DR SE
PALM BAY FL 32909-2326

LAKE FOREST AT BAYSIDE LAKES HO
ASSOCIATION INC
1331 BEDFORD DRIVE STE 103
MELBOURNE FL 32940-

LANKFORD, MATTHEW IV
291 DEVLIN CT SE
PALM BAY FL 32909-2322

MAGEE, JOHN P,LIFE ESTATE
MAGEE, BONNIE,LIFE ESTATE
1991 THORNWOOD DR SE
PALM BAY FL 32909-2324

MAGNOLIA PARK AT BAYSIDE LAKES
HOMEOWNERS ASSOCIATION INC
1331 BEDFORD DRIVE STE 103
MELBOURNE FL 32940-

MANANGAN FAMILY TRUST
1872 AMBERWOOD DR SE
PALM BAY FL 32909-2301

MARK KENNETH RACICOT & LINDA
MARIE RACICOT REVOCABLE LIVING TRUST
1878 AMBERWOOD DR SE
PALM BAY FL 32909-2301

MAY, STEPHEN P
MAY, LORI R
1958 THORNWOOD DR SE
PALM BAY FL 32909-

MELBOURNE-TILLMAN WATER CONTROL
DISTRICT
5900 MINTON ROAD NW
PALM BAY FL 32907-1977

MEYER, NANCY ELLEN TRUSTEE
1942 THORNWOOD DR SE
PALM BAY FL 32909-2323

MONTEREY COVE AT BAYSIDE LAKES
HOMEOWNERS ASSOCIATION INC
1331 BEDFORD DR, STE 103
MELBOURNE FL 32940-1987

MORALES, MARILYN Q
MORALES, ENGUELS H
355 GARDENDALE CIR SE
PALM BAY FL 32909-2329

PALM BAY, CITY OF
120 MALABAR ROAD SE
PALM BAY FL 32909-

PAVLAK, JOHN M
PAVLAK, DEBORAH A
1860 AMERBWOOD DR SE
PALM BAY FL 32909-

RICHARD E MASON & PAMELA J
MASON REVOCABLE TRUST
1982 THORNWOOD DR SE
PALM BAY FL 32909-2323

RIVERA, DENNIS
RIVERA, CLARA
1974 THORNWOOD DRIVE SE
PALM BAY FL 32909-

ROBERT LEE BIDDLE & CYNTHIA
LOU BIDDLE REVOCABLE LIVING TRUST
1910 THORNWOOD DR SE
PALM BAY FL 32909-2323

RODRIGUEZ, JOSE LUIS
RODRIGUEZ, MILAGROS
1866 AMBERWOOD DR SE
PALM BAY FL 32909-2301

ROWLAND, MICHAEL
ROWLAND, KATHLEEN
290 DEVLIN CT SE
PALM BAY FL 32909-

SATTERFIELD, JAMES B,JR
SATTERFIELD, SHIRLEY D
1902 THORNWOOD DR SE
PALM BAY FL 32909-2323

SHALA, GJERGJ
2051 THORNWOOD DR SE
PALM BAY FL 32909-2326

SILVERTHORNE, CAROLE
SILVERTHORNE, DANIEL F
280 DEVLIN SE CT SE
PALM BAY FL 32909-2321

TAYLOR, NEAL
1990 THORNWOOD DR SE
PALM BAY FL 32909-2323

TORRES, JELFRED
TORRES, LYDIA
1961 THORNWOOD DR SE
PALM BAY FL 32909-2324

WEILHEIM GROUP LLC
1000 BRICKELL AVE, STE 715
PMB 466
MIAMI FL 33131-3047

WILLIAM J RAFFINELLO & CATHERINE
RAFFINELLO FAMILY TRUST
281 DEVLIN CT SE
PALM BAY FL 32909-2322

WILLIAMS, SHARON D
361 GARDENDALE CIR SE
PALM BAY FL 32909-2329

WOLAK, MARY ANN
373 GARDENDALE CIR SE
PALM BAY FL 32909-

ZINNA, MARIO
ZINNA, CHARM
1934 THORNWOOD DR SE
PALM BAY FL 32909-

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||||
ALTONAGA, BROOKE LEE||1931 THORNWOOD DR SE||PALM BAY FL 32909-2324
BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
BELLSOUTH TELECOMMUNICATIONS INC|D/B/A A T & T FLORIDA|1010 PINE ST, # 9E-L-01|ATTN PROPERTY TAX DEPT|SAINT LOUIS MO 63101-2015
BOUNAUITO, JACLYN|BOUNAUITO, JUSTIN|2031 THORNWOOD DR SE||PALM BAY FL 32909-2326
CABALLERO, ALEX M,JR||2001 THORNWOOD DR SE||PALM BAY FL 32909-2326
CAFARO, ROCCO|RIZZO, JOYCE|1926 THORNWOOD DR SE||PALM BAY FL 32909-
CAMPBELL, BRUCE L|CAMPBELL, MARCIA A|1981 THORNWOOD DR SE||PALM BAY FL 32909-
CAVANAUGH, HERBERT|CAVANAUGH, EILEEN|367 GARDENDALE CIR SE||PALM BAY FL 32909-
CHERLAND, JAY R|CHERLAND, LISA ANN|1884 AMBERWOOD SE DR SE||PALM BAY FL 32909-2301
CIVITA, BRENDA LANZA|CIVITA, ALLEN MICHAEL|2011 THORNWOOD DR SE||PALM BAY FL 32909-
CONCEPCION, MICHELLE G|CONCEPCION, JOSEPH L|2061 THORNWOOD DRIVE SE||PALM BAY FL 32909-
CUMMINGS, SUSAN||1971 THORNWOOD DR SE||PALM BAY FL 32909-
DOLAN, PATRICIA L||2050 THORNWOOD DR SE||PALM BAY FL 32909-2325
ELLNER, STEVE TRUST||561 WEBSTER AVE||LANGHORNE PA 19047-7534
FLAGG, DEAN ROBERT||1921 THORNWOOD DR SE||PALM BAY FL 32909-2324
FORTIER, EDWARD R|BIRDSONG, PATRICIA LYNNE|1950 THORNWOOD DR SE||PALM BAY FL 32909-2323
FRAZIER, JOHN W|HENRY, NORAH F|3 ATHAN ST||BINGHAMPTON NY 13903-
GODWIN, LARRY T|GODWIN, DEBORAH G|1941 THORNWOOD DRIVE SE||PALM BAY FL 32909-
GRACE BIBLE CHURCH OF PALM BAY|FL INC|3620 BAYSIDE LAKES BLVD||PALM BAY FL 32909-
HALFHIDE, GARY P|HALFHIDE, LINDA M|1966 THORNWOOD DR SE||PALM BAY FL 32909-
JACKSON, WILLIAM||2070 THORNWOOD DR SE||PALM BAY FL 32909-2325
JAMES REVETT & THERESE REVETT |REVOCABLE LIVING TRUST||1918 THORNWOOD DR SE||PALM BAY FL 32909-2323
JWH HOLDINGS LLC||5625 WINDSOR WAY, UNIT 209||CULVER CITY CA 90230-6745
KAPRAL, GREGORY G|KAPRAL, MARY ELIZABETH|2041 THORNWOOD DR SE||PALM BAY FL 32909-2326
LAKE FOREST AT BAYSIDE LAKES HO|ASSOCIATION INC|1331 BEDFORD DRIVE STE 103||MELBOURNE FL 32940-
LANKFORD, MATTHEW IV||291 DEVLIN CT SE||PALM BAY FL 32909-2322
MAGEE, JOHN P,LIFE ESTATE|MAGEE, BONNIE,LIFE ESTATE|1991 THORNWOOD DR SE||PALM BAY FL 32909-2324
MAGNOLIA PARK AT BAYSIDE LAKES|HOMEOWNERS ASSOCIATION INC|1331 BEDFORD DRIVE STE 103||MELBOURNE FL 32940-
Kimley_Horn_2962317|Page2| | |
MANANGAN FAMILY TRUST||1872 AMBERWOOD DR SE||PALM BAY FL 32909-2301
MARK KENNETH RACICOT & LINDA |MARIE RACICOT REVOCABLE LIVING TRUST||1878 AMBERWOOD DR SE||PALM BAY FL 32909-2301
MAY, STEPHEN P|MAY, LORI R|1958 THORNWOOD DR SE||PALM BAY FL 32909-
MELBOURNE-TILLMAN WATER CONTROL|DISTRICT|5900 MINTON ROAD NW||PALM BAY FL 32907-1977
MEYER, NANCY ELLEN TRUSTEE||1942 THORNWOOD DR SE||PALM BAY FL 32909-2323
MONTEREY COVE AT BAYSIDE LAKES|HOMEOWNERS ASSOCIATION INC|1331 BEDFORD DR, STE 103||MELBOURNE FL 32940-1987
MORALES, MARILYN Q|MORALES, ENGUELS H|355 GARDENDALE CIR SE||PALM BAY FL 32909-2329
PALM BAY, CITY OF||120 MALABAR ROAD SE||PALM BAY FL 32909-

PAVLAK, JOHN M|PAVLAK, DEBORAH A|1860 AMERBWOOD DR SE||PALM BAY FL 32909-
RICHARD E MASON & PAMELA J |MASON REVOCABLE TRUST||1982 THORNWOOD DR SE||PALM BAY FL 32909-2323
RIVERA, DENNIS|RIVERA, CLARA|1974 THORNWOOD DRIVE SE||PALM BAY FL 32909-
ROBERT LEE BIDDLE & CYNTHIA |LOU BIDDLE REVOCABLE LIVING TRUST||1910 THORNWOOD DR SE||PALM BAY FL 32909-2323
RODRIGUEZ, JOSE LUIS|RODRIGUEZ, MILAGROS|1866 AMBERWOOD DR SE||PALM BAY FL 32909-2301
ROWLAND, MICHAEL|ROWLAND, KATHLEEN|290 DEVLIN CT SE||PALM BAY FL 32909-
SATTERFIELD, JAMES B,JR|SATTERFIELD, SHIRLEY D|1902 THORNWOOD DR SE||PALM BAY FL 32909-2323
SHALA, GJERGJ||2051 THORNWOOD DR SE||PALM BAY FL 32909-2326
SILVERTHORNE, CAROLE|SILVERTHORNE, DANIEL F|280 DEVLIN SE CT SE||PALM BAY FL 32909-2321
TAYLOR, NEAL||1990 THORNWOOD DR SE||PALM BAY FL 32909-2323
TORRES, JELFRED|TORRES, LYDIA|1961 THORNWOOD DR SE||PALM BAY FL 32909-2324
WEILHEIM GROUP LLC||1000 BRICKELL AVE, STE 715|PMB 466|MIAMI FL 33131-3047
WILLIAM J RAFFINELLO & CATHERINE |RAFFINELLO FAMILY TRUST||281 DEVLIN CT SE||PALM BAY FL 32909-2322
WILLIAMS, SHARON D||361 GARDENDALE CIR SE||PALM BAY FL 32909-2329
WOLAK, MARY ANN||373 GARDENDALE CIR SE||PALM BAY FL 32909-
ZINNA, MARIO|ZINNA, CHARM|1934 THORNWOOD DR SE||PALM BAY FL 32909-

BUFF_ID|TAXID|PARCELID|OWNER1|OWNER2|MAIL1|MAIL2|CITY_STATE_ZIP5_ZIP4
1|0| -
2|2962013|29 3719-50-*-16|ALTONAGA, BROOKE LEE||1931 THORNWOOD DR SE||PALM BAY FL 32909-2324
3|2962302|29 3719-76-R1|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
4|2962291|29 3719-50-S1|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
5|2962308|29 3719-RX-D4|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
6|2962285|29 3719-50-D1|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
7|2962207|29 3719-00-753|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
8|2962319|29 3719-RX-R1|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
9|2962287|29 3719-50-P1|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
10|2962288|29 3719-50-P2|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
11|2962312|29 3719-RX-D9|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
12|2962286|29 3719-50-D2|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
13|2962318|29 3719-RX-P1|BAYSIDE LAKES COMMERCIAL CENTER|PROPERTY OWNERS ASSOCIATION INC|C/O JAMES KENNEY|1331 BEDFORD DR #103|MELBOURNE FL 32940-
14|2962296|29 3719-50-U3|BELLSOUTH TELECOMMUNICATIONS INC|D/B/A A T & T FLORIDA|1010 PINE ST, # 9E-L-01|ATTN PROPERTY TAX DEPT|SAINT LOUIS MO 63101-2015
15|2962004|29 3719-50-*-7|BOUNAUITO, JACLYN|BOUNAUITO, JUSTIN|2031 THORNWOOD DR SE||PALM BAY FL 32909-2326
16|2961057|29 3719-00-750|BREVARD COUNTY||345 WENNER WAY|C/O ASSET MANAGEMENT|COCOA FL 32926-
17|2962006|29 3719-50-*-9|CABALLERO, ALEX M,JR||2001 THORNWOOD DR SE||PALM BAY FL 32909-2326
18|2962018|29 3719-50-*-21|CAFARO, ROCCO|RIZZO, JOYCE|1926 THORNWOOD DR SE||PALM BAY FL 32909-
19|2962008|29 3719-50-*-11|CAMPBELL, BRUCE L|CAMPBELL, MARCIA A|1981 THORNWOOD DR SE||PALM BAY FL 32909-
20|2962134|29 3719-76-*-10|CAVANAUGH, HERBERT|CAVANAUGH, EILEEN|367 GARDENDALE CIR SE||PALM BAY FL 32909-
21|2961120|29 3719-SC-*-10|CHERLAND, JAY R|CHERLAND, LISA ANN|1884 AMBERWOOD SE DR SE||PALM BAY FL 32909-2301
22|2962005|29 3719-50-*-8|CIVITA, BRENDA LANZA|CIVITA, ALLEN MICHAEL|2011 THORNWOOD DR SE||PALM BAY FL 32909-
23|2962001|29 3719-50-*-4|CONCEPCION, MICHELLE G|CONCEPCION, JOSEPH L|2061 THORNWOOD DRIVE SE||PALM BAY FL 32909-
24|2962009|29 3719-50-*-12|CUMMINGS, SUSAN||1971 THORNWOOD DR SE||PALM BAY FL 32909-
25|2962075|29 3719-50-*-78|DOLAN, PATRICIA L||2050 THORNWOOD DR SE||PALM BAY FL 32909-2325
26|2962136|29 3719-76-*-12|ELLNER, STEVE TRUST||561 WEBSTER AVE||LANGHORNE PA

19047-7534
27|2962014|29 3719-50-*-17|FLAGG, DEAN ROBERT||1921 THORNWOOD DR SE||PALM BAY FL 32909-2324
28|2962021|29 3719-50-*-24|FORTIER, EDWARD R|BIRDSONG, PATRICIA LYNNE|1950 THORNWOOD DR SE||PALM BAY FL 32909-2323
29|2962076|29 3719-50-*-79|FRAZIER, JOHN W|HENRY, NORAH F|3 ATHAN ST||BINGHAMPTON NY 13903-
30|2962012|29 3719-50-*-15|GODWIN, LARRY T|GODWIN, DEBORAH G|1941 THORNWOOD DRIVE SE||PALM BAY FL 32909-
31|2962313|29 3719-RX-I1|GRACE BIBLE CHURCH OF PALM BAY|FL INC|3620 BAYSIDE LAKES BLVD||PALM BAY FL 32909-
32|2962314|29 3719-RX-I2|GRACE BIBLE CHURCH OF PALM BAY|FL INC|3620 BAYSIDE LAKES BLVD||PALM BAY FL 32909-
33|2962023|29 3719-50-*-26|HALFHIDE, GARY P|HALFHIDE, LINDA M|1966 THORNWOOD DR SE||PALM BAY FL 32909-
34|2962074|29 3719-50-*-77|JACKSON, WILLIAM||2070 THORNWOOD DR SE||PALM BAY FL 32909-2325
35|2962017|29 3719-50-*-20|JAMES REVETT & THERESE REVETT |REVOCABLE LIVING TRUST||1918 THORNWOOD DR SE||PALM BAY FL 32909-2323
36|2962317|29 3719-RX-I6|JWH HOLDINGS LLC||5625 WINDSOR WAY, UNIT 209||CULVER CITY CA 90230-6745
37|2962003|29 3719-50-*-6|KAPRAL, GREGORY G|KAPRAL, MARY ELIZABETH|2041 THORNWOOD DR SE||PALM BAY FL 32909-2326
38|2962326|29 3719-SC-P2|LAKE FOREST AT BAYSIDE LAKES HO|ASSOCIATION INC|1331 BEDFORD DRIVE STE 103||MELBOURNE FL 32940-
39|2962027|29 3719-50-*-30|LANKFORD, MATTHEW IV||291 DEVLIN CT SE||PALM BAY FL 32909-2322
40|2962007|29 3719-50-*-10|MAGEE, JOHN P,LIFE ESTATE|MAGEE, BONNIE,LIFE ESTATE|1991 THORNWOOD DR SE||PALM BAY FL 32909-2324
41|2962283|29 3719-50-A1|MAGNOLIA PARK AT BAYSIDE LAKES|HOMEOWNERS ASSOCIATION INC|1331 BEDFORD DRIVE STE 103||MELBOURNE FL 32940-
42|2962116|29 3719-50-R|MAGNOLIA PARK AT BAYSIDE LAKES|HOMEOWNERS ASSOCIATION INC|1331 BEDFORD DRIVE STE 103||MELBOURNE FL 32940-
43|2962289|29 3719-50-P3|MAGNOLIA PARK AT BAYSIDE LAKES|HOMEOWNERS ASSOCIATION INC|1331 BEDFORD DRIVE STE 103||MELBOURNE FL 32940-
44|2961118|29 3719-SC-*-8|MANANGAN FAMILY TRUST||1872 AMBERWOOD DR SE||PALM BAY FL 32909-2301
45|2961119|29 3719-SC-*-9|MARK KENNETH RACICOT & LINDA |MARIE RACICOT REVOCABLE LIVING TRUST||1878 AMBERWOOD DR SE||PALM BAY FL 32909-2301
46|2962022|29 3719-50-*-25|MAY, STEPHEN P|MAY, LORI R|1958 THORNWOOD DR SE||PALM BAY FL 32909-
47|2961096|29 3719-SC-B|MELBOURNE-TILLMAN WATER CONTROL|DISTRICT|5900 MINTON ROAD NW||PALM BAY FL 32907-1977
48|2962282|29 3719-50-43R1|MELBOURNE-TILLMAN WATER CONTROL|DISTRICT|5900 MINTON ROAD NW||PALM BAY FL 32907-1977
49|2962020|29 3719-50-*-23|MEYER, NANCY ELLEN TRUSTEE||1942 THORNWOOD DR SE||PALM BAY FL 32909-2323
50|2962299|29 3719-76-P1|MONTEREY COVE AT BAYSIDE LAKES|HOMEOWNERS ASSOCIATION INC|1331 BEDFORD DR, STE 103||MELBOURNE FL 32940-1987
51|2962132|29 3719-76-*-8|MORALES, MARILYN Q|MORALES, ENGUELS H|355 GARDENDALE CIR

SE||PALM BAY FL 32909-2329
52|2962294|29 3719-50-U1|PALM BAY, CITY OF||120 MALABAR ROAD SE||PALM BAY FL 32909-
53|2962295|29 3719-50-U2|PALM BAY, CITY OF||120 MALABAR ROAD SE||PALM BAY FL 32909-
54|2961116|29 3719-SC-*-6|PAVLAK, JOHN M|PAVLAK, DEBORAH A|1860 AMERBWOOD DR SE||PALM BAY FL 32909-
55|2962025|29 3719-50-*-28|RICHARD E MASON & PAMELA J |MASON REVOCABLE TRUST||1982 THORNWOOD DR SE||PALM BAY FL 32909-2323
56|2962024|29 3719-50-*-27|RIVERA, DENNIS|RIVERA, CLARA|1974 THORNWOOD DRIVE SE||PALM BAY FL 32909-
57|2962016|29 3719-50-*-19|ROBERT LEE BIDDLE & CYNTHIA |LOU BIDDLE REVOCABLE LIVING TRUST||1910 THORNWOOD DR SE||PALM BAY FL 32909-2323
58|2961117|29 3719-SC-*-7|RODRIGUEZ, JOSE LUIS|RODRIGUEZ, MILAGROS|1866 AMBERWOOD DR SE||PALM BAY FL 32909-2301
59|2962077|29 3719-50-*-80|ROWLAND, MICHAEL|ROWLAND, KATHLEEN|290 DEVLIN CT SE||PALM BAY FL 32909-
60|2962015|29 3719-50-*-18|SATTERFIELD, JAMES B,JR|SATTERFIELD, SHIRLEY D|1902 THORNWOOD DR SE||PALM BAY FL 32909-2323
61|2962002|29 3719-50-*-5|SHALA, GJERGJ||2051 THORNWOOD DR SE||PALM BAY FL 32909-2326
62|2962078|29 3719-50-*-81|SILVERTHORNE, CAROLE|SILVERTHORNE, DANIEL F|280 DEVLIN SE CT SE||PALM BAY FL 32909-2321
63|2962026|29 3719-50-*-29|TAYLOR, NEAL||1990 THORNWOOD DR SE||PALM BAY FL 32909-2323
64|2962010|29 3719-50-*-13|TORRES, JELFRED|TORRES, LYDIA|1961 THORNWOOD DR SE||PALM BAY FL 32909-2324
65|2961115|29 3719-SC-*-5|WEILHEIM GROUP LLC||1000 BRICKELL AVE, STE 715|PMB 466|MIAMI FL 33131-3047
66|2962028|29 3719-50-*-31|WILLIAM J RAFFINELLO & CATHERINE |RAFFINELLO FAMILY TRUST||281 DEVLIN CT SE||PALM BAY FL 32909-2322
67|2962133|29 3719-76-*-9|WILLIAMS, SHARON D||361 GARDENDALE CIR SE||PALM BAY FL 32909-2329
68|2962135|29 3719-76-*-11|WOLAK, MARY ANN||373 GARDENDALE CIR SE||PALM BAY FL 32909-
69|2962019|29 3719-50-*-22|ZINNA, MARIO|ZINNA, CHARM|1934 THORNWOOD DR SE||PALM BAY FL 32909-

ATTACHMENT C

MEETING SIGN-IN SHEET

Kimley»Horn

SIGN-IN SHEET
PUBLIC WORKSHOP
DATE:

NAME (Please Print)	ADDRESS	CITY	ZIP CODE	PHONE NUMBER	E-MAIL
RAY WILSON	553 DILLARD DR	PALM BAY	32909	3152253478	bellows783@gmail.com
PETER Mullings EURIA Mullings	406 BRECKENRidge Cir SE	PB	32909	6092322590	PETEMBM@NETSCAPE.NET
Richard D. Jones	105 Ridgemont Cir SE	Palm Bay	32909	256-508-6066	djgm1962@gmail.com
LYNNE BIRDSONG TORTIER	1950 THORNWOOD DR. SE	PALM BA	32909		Gakin17@yahoo.com
Debbie Godwin	1941 Thornwood Dr. S.E	Palm Bay	32909	321-914-0099	
BART HEIER	547 GARDENDALE CIR SE	PALM BAY	32909	321-223-1419	COASTALBART@GMAIL.COM
LARRY SATTERFIELD	~~426~~ 426 Gardendale Cir.	Palm Bay	32909	321-987-9052	BL27955@aol.com
BEN LOVE	426 Gardendale Cir	Palm Bay	32909	321 987 9098	BL27955@aol.com
Doreen Bonosconi	463 Gardendale Cir	Palm Bay	32909	860-377-5649	dbonosconi580@gmail.com

Kimley»Horn

SIGN-IN SHEET
PUBLIC WORKSHOP
DATE:

NAME (Please Print)	ADDRESS	CITY	ZIP CODE	PHONE NUMBER	E-MAIL
Richard + Pamela Mason	1982 Thornwood Dr SE	Palm Bay	32909	321-917-3577 (Rich) 321-917-3558 (Pam)	biggie96r@hotmail.com pammason31@hotmail.com
Bonnie + John Magee	1991 Thornwood Dr SE	Palm Bay	32909	321-537-1012 321-266-2679	mageebonnie7@gmail.com jmagee18@cfl.rr.com
Rich & Linda Fawcett	185 Brandy Creek Circle SE	Palm Bay	32909	330-770-7139	
Gladys Rivera	189 Brandy Creek Circle	Palm Bay	32909	321-427-4407	Gladys958@Hotmail
FRED MILLER	620 REMINGTON GREEN DR SE	1/1/06 PALM BAY	32909		
CHRIS ANDRESKI	306 BRANDY CREEK CIRCLE	PALM BAY	32909	321 7271296	CANDRESKI@ATT.NET
GLORIA + HERMAN Lewis	462 Gardendale Cr SE	Palm Bay	32909	321-984-1790	
Joe Ortman	193 Brandy Creek Cir	Palm Bay	32909	315-136-3856	jpa8557@gmail.com

ATTACHMENT D

PUBLIC COMMENT SHEETS

Kimley»Horn

PUBLIC COMMENT

Comments:

We encourage you to write down your opinions and comments to ensure that they become a part of the project files. Please provide your comments below. If more space is needed, please use an additional sheet of paper. Please hand your comment card to a project representative or mail to the address listed below.

- Not fond of 126 unit. 92 sounds okay, better
- Do not like the 2 story aspect. Looks like Apartments. Much rather have 2 car garages, single story only. Open to 55 plus even
- Would need to keep w/ remaining HOA of fence and paver driveways
- Gates needs to be inside property that leads to each area of homes NOT off of Bramblewood

Richard + Pamela Mason
Name

1982 Thornwood Dr SE
Address

Palm Bay, FL 32909
City, State, Zip Code

321-917-3558 (Pam) 321-917-3577
Phone Number

Please hand to a project representative or mail to:

Kimley-Horn and Associates, Inc.
7341 Office Park Place, Ste 102 Melbourne, FL 32940
Phone: (321)430-1138

Kimley»Horn

PUBLIC COMMENT

Comments:

We encourage you to write down your opinions and comments to ensure that they become a part of the project files. Please provide your comments below. If more space is needed, please use an additional sheet of paper. Please hand your comment card to a project representative or mail to the address listed below.

Increase of homes #'s will bring many problems with traffic use of facilities. I should stay @ 92.

CHRISTINE ANDRESKI
Name

300 BRANDY CREEK CIR
Address

PALM BAY
City, State, Zip Code

3017271296
Phone Number

Please hand to a project representative or mail to:

Kimley-Horn and Associates, Inc.
7341 Office Park Place, Ste 102 Melbourne, FL 32940
Phone: (321)430-1138

Kimley»Horn

PUBLIC COMMENT

Comments:

We encourage you to write down your opinions and comments to ensure that they become a part of the project files. Please provide your comments below. If more space is needed, please use an additional sheet of paper. Please hand your comment card to a project representative or mail to the address listed below.

Developer proposes 126 units with possible one car garage, but states this will be a high end development. Since there are no one car garage in Bayside, and therefore cannot be considered high end, this will significantly adversely affect the value of our existing homes and will only benefit the developer.

Peter Mullings — Name

406 Breckenridge Cir SE — Address

Palm Bay, FL 32909 — City, State, Zip Code

609 232 2590 — Phone Number

Please hand to a project representative or mail to:

Kimley-Horn and Associates, Inc.
7341 Office Park Place, Ste 102 Melbourne, FL 32940
Phone: (321)430-1138

Kimley»Horn

PUBLIC COMMENT

Comments:

We encourage you to write down your opinions and comments to ensure that they become a part of the project files. Please provide your comments below. If more space is needed, please use an additional sheet of paper. Please hand your comment card to a project representative or mail to the address listed below.

TRAFFIC - ONLY ONE ENT/EXIT IS MY BIGGEST CONCERN
SOUNDS LIKE TOO MANY UNITS - I WOULD LIKE TO SEE FOURPLEX
SCHOOLS BIG CONCERN

BART HEICK 5407 GANDERDALE CIR SE
Name Address
PALM BAY FL 32909 321 773-1419
City, State, Zip Code Phone Number

Please hand to a project representative or mail to:

Kimley-Horn and Associates, Inc.
7341 Office Park Place, Ste 102 Melbourne, FL 32940
Phone: (321)430-1138

Kimley»Horn

PUBLIC COMMENT

Comments:

We encourage you to write down your opinions and comments to ensure that they become a part of the project files. Please provide your comments below. If more space is needed, please use an additional sheet of paper. Please hand your comment card to a project representative or mail to the address listed below.

WHAT ARE THE PRICE POINTS OF THE UNITS?
SELLING INDIVIDUAL OR INVESTOR UNITS?
HAVE YOU DONE ANY TRAFFIC STUDIES?

JOHN MAGEE 1991 THORNWOOD DR MAGNOLIA PARK
Name Address
PALM BAY FL 32907 321-266-2679
City, State, Zip Code Phone Number

Please hand to a project representative or mail to:

Kimley-Horn and Associates, Inc.
7341 Office Park Place, Ste 102 Melbourne, FL 32940
Phone: (321)430-1138

May 31th, 2023

City of Palm Bay
ATTN: Jesse Anderson, Assistant Director
Growth Management Dept
120 Malabar Rd
Palm Bay, FL 32907

RE: *Bramblewood Townhomes – Narrative Summary*

Dear Mr. Anderson,

On behalf of Innovative Nationwide Builders, Inc. ("INB Homes" or "Applicant"), we are pleased to submit these applications for Preliminary and Final Development Plan Reviews for Bramblewood Townhomes ("Project").

Project Narrative

The Project will consist of a townhome development located on a single parcel approximately 20-acres in size, the parcel is in Bayside Lakes within the City of Palm Bay. The general geographical location is south of Bayside Lakes Blvd SE, east of the Bramblewood Circle. In 2006, the site was originally approved for 92 townhome units. The site was constructed in 2006 but vertical construction never occurred. The site has laid dormant since. The project proposes to increase the density to allow for 126 townhome units.

The project proposes the following:

- 2 – 4 unit buildings (8 units)
- 4 – 5 unit buildings (20 units)
- 3 – 6 unit buildings (18 units)
- 10 – 8 unit buildings (80 units)

The site has an existing access off Bramblewood Circle. Internal roads, water and sewer utilities and the stormwater management system have been constructed. The proposed scope of work is to modify the existing water and sewer services to accommodate the increased density.

The project team presenting the application packages are as follows:

- **Engineers – Kimley-Horn & Associates, Inc.**
  - Kinan Husainy, P.E. – (321) 225-0642| kinan.husainy@kimley-horn.com
  - Kiel Causby, P.E. – (321) 234-3792 | kiel.causby@kimley-horn.com

- **Applicant – Innovative Nationwide Builders, Inc.**
  - Rainer Richter – (855) 694-6634 | r.richter@inbhomes.com
- **Landowner – JWH Holdings, LLC**
  - Chaoyi Wang – (925) 886-9218 | totogia@hotmail.com

- **Surveyor – ACCURIGHT Surveys of Orlando Inc**
  - Terrence W. Rutter, JR., PSM – (407) 894-6314 | accu@accurightsurveys.net

Please contact me at (321) 234-3792 or kiel.causby@kimley-horn.com should you have any further comments.

Sincerely,

Kinan Husainy, P.E.
Vice President

Bramblewood Townhomes - Project Tracker

Start date:	1/1/2024
End date:	6/3/2024

Enter a sequential set of numbers in the column below.	*Enter the start date for the milestone or activity in the column below.*	*Enter the end date for the milestone or activity in the column below*	*Enter the milestone and/or activity description in the column below. This description will appear in the Project Chart.*
Stage	**Start Date**	**End Date**	**Milestone/Activity**
1	1/1/2024	1/31/2024	Mass grading/Clearing & Grubbing
2	2/5/2024	3/15/2024	Water and Sewer Services Adjustment and Installation
3	3/18/2024	4/26/2024	Asphalt Restoration and Restriping
4	4/29/2024	5/20/2024	Utility Clearance and Closeout
5	5/20/2024	6/3/2024	Common Area Sodding and Landscaping / Final Walkthrough and Punchlist

* This site was constructed back in 2007. Site development was completed and certified but vertical construction never occurred.

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
(813) 223-7000

Space above reserved for Clerk's office

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRAMBLEWOOD TOWNHOMES

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NOTICE: As provided in Section 15.11 of this Declaration, each Homeowner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of Brevard County, Florida. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRAMBLEWOOD TOWNHOMES ("Declaration" as defined hereinafter) is made by Innovative Nationwide Builders, Inc., a Florida corporation, d/b/a INB Homes, and its successors, assigns and designees.

W I T N E S E T H:

WHEREAS, Declarant is the owner of the real property described in Article 2 of this Declaration and desires to create thereon an exclusive residential community known as Bramblewood Townhomes (hereinafter referred to as the "Community"); and

WHEREAS, Declarant desires to ensure the attractiveness of the individual lots and facilities within the Community and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values of the subject property, and to provide for the maintenance of Common Properties, areas and facilities and certain exterior maintenance on Lots as may be defined hereinafter, and, to this end, desires to subject the real property described in Article 2 of this Declaration to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Homeowner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values of the Community and to insure the enjoyment of the specific rights, privileges and easements in the Common Properties and Community facilities, to create an association to exercise the powers of owning, maintaining, leasing and/or administering the Common Properties, administering and enforcing the covenants and restrictions contained hereinafter, collecting and disbursing the assessments and charges hereinafter created and otherwise fulfilling the tasks and expectations of such association as contemplated herein and Chapters 617 and 720, Florida Statutes; and

WHEREAS, Bramblewood Townhomes Association, Inc. has been formed under the laws of the State of Florida, as a not-for-profit corporation, for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein;

NOW, THEREFORE, Declarant declares that the real property described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to as "covenants and restrictions") hereinafter set forth, all of which are created in the best interest of the owners and residents of the Property, and which will run with the land and shall be binding upon all persons having and/or acquiring any right, title or interest in the Property or any portion thereof, or shall occupy any portion of such Property, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Property, or any portion thereof, as follows:

Article 1: Definitions and Construction

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

1.1 "ARC" means the Architectural Review Committee of the Association.

1.2 "ARC Guidelines" means the guidelines for development and/or renovation of the Lots contained or to be contained in the Community, as promulgated by the ARC.

1.3 "Act" means Chapter 720, Florida Statutes, as existing on the date of recordation of this Declaration.

1.4 "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles as filed with the Florida Department of State is attached as Exhibit B

hereto. Any future amendments to the original Articles need not be recorded in the public records of the County.

1.5 "Assessment" means a General Assessment, a Special Assessment or a Specific Assessment (all as defined in Article 8 hereof) levied by the Association against a Lot from time to time.

1.6 "Association" means Bramblewood Townhomes Association, Inc., a Florida corporation not for profit, organized under Chapter 617, Florida Statutes, and the Act.

1.7 "Authorized User" means the tenants, guests and invitees of a Homeowner and all occupants of a Home and Lot other than the Homeowner(s).

1.8 "Benefited Parties" means Declarant, the Association and the Homeowners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Homeowners, but excluding the general public.

1.9 "Board" means the Association's board of directors.

1.10 "Budget" means the operating budget of the Association as approved by the Board on an annual basis.

1.11 "By-Laws" means the By-Laws of the Association as may be amended from time to time. A copy of the original By-Laws is attached as Exhibit C hereto. Any future amendments to the original By-Laws need not be recorded in the public records of the County.

1.12 "City" means City of Palm Bay, Florida.

1.13 "Commercial Association" means Bayside Lakes Commercial Center Property Owners Association, Inc., a Florida not-for-profit corporation.

1.14 "Commercial Center" means the Bayside Lakes Commercial Center, within which the Property is located.

1.15 "Commercial Declaration" means that certain Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center as recorded in Official Records Book 4212, Page 3045, public records of the County, as amended from time to time.

1.16 "Common Expenses" means all expenses properly incurred by the Association pursuant to the Governing Documents, or any agreement properly entered into by the Association, including, but not limited to, (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, and/or any other property for which the Association has maintenance, repair and/or insurance responsibilities, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs); (b) the expenses of obtaining, repairing or replacing personal property owned by the Association; (c) the expenses incurred in the administration and management of the Association; and (d) the expenses declared to be Common Expenses pursuant to the Governing Documents.

1.17 "Common Property" or "Common Properties" mean any portion or portions of the Property now or hereafter owned by the Association or designated herein or on the plat of the Property as recorded in the public records of the County, as from time to time may be amended ("Plat"),as either Common Property or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement). "Common Property" shall also include, but shall not be limited to, (a) any recreational and other commonly used amenities contained within the Community; (b) all portions of the "Surface Water Drainage and Management System" (as defined in Article 10 hereof) which serve the

Community; (c) any property designated by Declarant as Common Property elsewhere in this Declaration or in any amendment or supplement to this Declaration; (d) utility easements or tracts for corresponding sewer or potable water; and (e) any and all landscaping located on any Lot within the Property, as all landscaping within the Community is to be governed, maintained and overseen by the Association.

1.18 "Community" means the development known as Bramblewood Townhomes.

1.19 "Community Wide Standards" means the standards of conduct, maintenance or other activity generally prevailing throughout the Community.

1.20 "County" means Brevard County, Florida.

1.21 "Declaration" means this instrument, as may be amended from time to time.

1.22 "Declarant" means Innovative Nationwide Builders, Inc., a Florida corporation, d/b/a INB Homes, and its successors, assigns and designees. A Homeowner or a Mortgagee shall not be deemed to be the Declarant by the mere act of purchase or mortgage of a Lot. No successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession or assignment, or unless such rights pass by operation of law.

1.23 "Family" means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than 3 persons not all so related, together with domestic servants if any, maintaining a common household in a Home.

1.24 "First Mortgage" means a valid Mortgage (as defined hereinafter) having priority over all other Mortgages on the same property.

1.25 "First Mortgagee" means the holder of a recorded First Mortgage encumbering a Lot and the Home thereon, if any.

1.26 "Governing Documents" means collectively this Declaration, the Articles, the By-Laws, the Rules and Regulations, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Association.

1.27 "Governmental Entities" means collectively the agencies of the local, state or federal government having jurisdiction over all or a portion of the Property, including, but limited to, the City, the County and the WMD.

1.28 "Home" means any residential dwelling that has been completed and for which a certificate of occupancy has been issued, and which has been conveyed to a Person other than Declarant and is to be used by one Family.

1.29 "Homeowner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally. Declarant is a Homeowner with respect to each Lot from time to time owned by such Declarant.

1.30 "Lot" means each numbered lot as established by a recorded Plat pertaining to the Property.

1.31 "Member" means a member of the Association.

1.32 "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation.

1.33 "Mortgagee" means the holder of a recorded Mortgage encumbering a Lot and the Home thereon, if any.

1.34 "Person" means any natural person or artificial entity having legal capacity.

1.35 "Property" means the real property described in Article 2 of this Declaration.

1.36 "Resident" means a permanent occupant of a Home who is not a Homeowner, but occupies pursuant to a lease or other formalized arrangement with such Homeowner pursuant to the terms of this Declaration, including all approvals required therein.

1.37 "Rules and Regulations" means the rules and regulations promulgated by the Board from time to time, as same may be amended from time to time.

1.38 "Transfer of Control" means that date upon which Declarant transfers majority control of the Board as provided in Section 5.4 hereof.

1.39 "WMD" means the South Florida Water Management District.

1.40 "WMD Permit" means the permit(s) issued from time to time with regard to the Community. A copy of any WMD Permit pertaining to the Community can be obtained either through the WMD or the Association.

1.41 "Work" means the development of all or any portion of the Property as a residential community by Declarant's construction and installation of streets, dwellings, buildings, and other improvements and the sale or other disposition of the Property and improvements thereon as completed Lots.

The term "Article" and the term "Paragraph" where used throughout this Declaration shall mean the same, unless the context requires otherwise. The term "Section" where used throughout this Declaration shall refer to that portion of the Article indicated, unless the context requires otherwise.

Capitalized terms that are used but undefined in this Declaration shall have the same meanings as set forth in the other Governing Documents (including, without limitation, the exhibits to this Declaration).

Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Lot" includes any portion applicable to the context thereof, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights, unless the context otherwise dictates; and (v) the words "must," "should," and "will" have the same legal effect as the word "shall." This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Article 2: Property Subject to this Declaration

2.1 Subject Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County and is more particularly described in Exhibit A attached hereto and incorporated by reference as fully as if specifically repeated herein, and all of which real property shall hereinafter be referred to as "Property."

2.2 Expansion of Community. Declarant has the right, acting in its sole discretion, but not the obligation, to expand the Community from time to time by adding additional land, or to change the number or type of Lots, Homes, and any other residential, amenities or other features of the Community.

2.3 Long-Term Development; Non-Binding Plans. From time to time, Declarant and/or others may present to the public drawings, renderings, plans or models showing possible future development of the Property and the Community. Declarant does not represent, warrant and/or guarantee that the development programs or features of any such drawings, renderings, plans and/or models will be carried out or how the future improvements, if any, within the Property will actually be developed and/or built. Any such drawings, renderings, plans and/or models are conceptual in nature and do not represent a final development or improvement plan. Each Homeowner acknowledges, covenants and agrees that Declarant shall have no liability to any Homeowner or other party for any changes to, or failure to complete, any development and/or improvements in accordance with any drawings, renderings, plans and/or models. Each Homeowner further acknowledges that the development of the Property may extend over a number of years, and each Homeowner specifically and voluntarily agrees and consents to all changes in the following:

2.3.1 uses or density of Lots within the Property;

2.3.2 the architectural scheme of the Property; and/or

2.3.3 the architectural pattern of the Property.

Each Homeowner acknowledges and agrees that the Homeowner is not entitled to rely upon, and has not received and/or relied upon, any representations, warranties and/or guarantees of any type or nature whatsoever as to the current or future: design, construction, completion, development, use, benefits and/or value of land within the Property; number, types, sizes, prices and/or designs of any Home, structure, building, facilities, amenities and/or improvements built or to be built in or on any portion of the Property; and/or use or development of any land, real property, personal property, building, structure and/or improvement adjacent to or within the vicinity of the Property.

2.4 Property Subject to the Commercial Declaration and Governance by the Commercial Association. The Property is subject to the terms and provisions of the Commercial Declaration, and accordingly each Lot and the Property as a whole is and are subject to governance by the Commercial Association. The Commercial Center contains various commercial and residential uses, including the Property. As set forth in the Commercial Declaration, the Commercial Association serves to provide certain services to the various portions of the Commercial Center, including, but not limited to, landscaping and lighting services, maintenance of drainage easements and conservation easements, and maintenance and operation of the surface water/stormwater management systems. Each Homeowner shall be a member of the Commercial Association and shall pay assessments levied by the Commercial Association against such Homeowner's Lot. Each Homeowner, by virtue of taking title to a Lot, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that the terms and provisions of the Commercial Declaration are applicable to such Homeowner's Lot.

Article 3: Property Rights; Common Property; Covenants, Easements and Restrictions

3.1 Appurtenances; Extension of Rights and Benefits.

3.1.1 The benefit of all rights and easements granted by this Declaration with regard to the Common Property constitute a permanent appurtenance to, and will pass with, the title to every portion of the Property enjoying such benefit. Whenever any such rights or easements are described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Homeowners and other Benefited Parties granted such benefit by this Article, unless this Article expressly grants such benefit to other Persons. In no event will the benefit of any such easement extend to the general public.

3.1.2 Every Homeowner shall automatically have the rights and easements of enjoyment vested in such Homeowner under this Article extended to each of the applicable Benefited Parties, and to such other persons as may be permitted by the Association.

3.2 Common Properties; Easements.

3.2.1 All Common Property owned or leased by Association shall be held by the Association for the use and benefit of the Association, the Benefited Parties, and any other Persons authorized to use the Common Property or any portion thereof by Declarant or the Association.

3.2.2 All Common Property shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (a) the terms of this Declaration, (b) the terms of any easement, restriction, reservation or limitation of record affecting the Common Property or contained in the deed or instrument conveying the Common Property to the Association, and (c) any Rules and Regulations.

3.2.3 The rights and easements of the Benefited Parties and, in general, the use of the Common Properties, shall be subject to the following:

(a) The right of the Association to limit the use of the Common Properties.

(b) The right of the Association to suspend the enjoyment rights of a Homeowner, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the Governing Documents.

(c) The right of the Association to dedicate or transfer all or any part of the Common Property owned by the Association to any Governmental Entity or utility for purposes associated with such entities. No such dedication or transfer shall be effective unless the Members entitled to cast at least 67% of the total Class A votes and 100% of the Class B votes (as defined in Section 5.2 hereof) agree to such dedication or transfer; provided, however, that this paragraph shall not preclude (a) the Association, on or before Transfer of Control, from dedicating or transferring all or any portion of the Common Property owned by the Association to any public agency, authority or utility for such purposes without the consent of the Homeowners; (b) the Board from granting specific easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, fire protection, trash collection and utilities and drainage facilities and other utilities or services of the like, upon, over, under and across the Common Property without the consent of the Members; or (c) prevent Declarant from granting such specific easements with regard to any portion of the Property owned by Declarant, including any Common Property, without the consent of the Members.

(d) The right of the Association to impose reasonable Rules and Regulations with respect to the use of the Common Properties in addition to those set forth herein.

(e) The restrictions and conditions of any applicable zoning ordinance or development order, or any other regulation, rule or statute.

3.2.4 Restrictions on Use. The Association may restrict use of any portion of the Common Property when the nature of such property is not intended for the use of some of the Benefited Parties or may restrict the type of use or times of use in any way deemed appropriate by the Board. A non-exclusive easement and right for such use of the Common Property is hereby created in favor of all Benefited Parties, appurtenant to the title to their portion of the Property, subject to any Rules and Regulations. In addition, (a) Declarant shall have the right, in its sole discretion, to permit access to and use of the Common Property to and by individuals other than as so described herein for so long as Declarant owns any portion of the Property, and (b) Declarant retains and reserves the right to grant easements and rights of way in, to, under and over the Common Property so long as Declarant is a member of the

Association for such purposes as Declarant shall reasonably deem necessary or helpful in connection with the development, sale or operation of the Community.

3.2.5 Additions, Alterations or Improvements.

(a) On or before Transfer of Control, the Association shall have the right to make additions, deletions, alterations or improvements to the Common Property (if any) and to purchase any personal property as it deems necessary or desirable from time to time. The cost and expense of any such additions, deletions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a common expense.

(b) Subsequent to Transfer of Control, the Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any personal property as it deems necessary or desirable from time to time; provided, however, that the approval of a majority of the Members present in person or by proxy at a duly called meeting of the Association shall be required for any addition, alteration or improvement, or any purchase of personal property, for which the annual expense exceeds 10% of the annual Budget in effect at the time that the addition, alteration, improvement or purchase is contemplated by the Association. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Property, or any existing improvements or personal property associated therewith, or with respect to any property being conveyed to the Association by Declarant. The cost and expense of any such additions, alterations or improvements to the Common Property, or the purchase of any personal property, shall be a Common Expense.

(c) So long as Declarant owns any portion of the Property, Declarant shall have the right to make any additions, alterations or improvements to the Common Property, or to amend the description of the Common Property, as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

3.2.6 Boundary Wall/Fence Easement. An easement is hereby reserved to Declarant and granted to the Association and for the purpose of engineering, designing, constructing and maintaining any boundary wall/fence that may be constructed by Declarant or the Association, which boundary wall/fence shall be solely maintained by the Association and the costs for which shall constitute a Common Expense. If and when a boundary wall/fence has been constructed, the location of the easement with regard thereto shall be where the boundary wall/fence exists and such area adjacent to the boundary wall/fence necessary for ingress and egress and to construct and maintain such boundary wall/fence. The blanket easement hereby granted shall not interfere with the provisions for access to Homes and Lots by curb cuts, driveways and the like.

3.2.7 Easement for Party Walls. All dividing walls which straddle the boundary line between Lots and the Homes constructed thereon and which stand partly upon one Lot and partly upon another, and all walls which serve two or more Lots or the Homes constructed thereon, shall at all times be considered "Party Walls," and each of the Homeowners of Lots within which such Party Walls shall stand, serve or benefit shall have the right to use said Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for support of the permitted improvements located within said Lots, and for the support of any Home, constructed to replace the same, and shall have the right to maintain in or on said wall, any pipes, ducts or conduits originally located therein or thereon subject to the following restrictions:

(a) No Homeowner nor any successor in interest to any such Homeowner shall have the right to extend said Party Wall in any manner, either in length, height or thickness.

(b) In the event of damage to or destruction by fire or other casualty of any Party Wall, including the foundation thereof, the Homeowner of any Lot upon which said Party Wall may rest shall have the obligation to repair or build such wall and the Homeowner of each Lot upon which such Party Wall shall rest, be served or be benefited by shall pay such Homeowner's allocated portion of the

cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, and in such workmanlike manner with materials comparable to those used in the original Party Wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such Party Wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original Party Wall.

(c) The foregoing provision of this Section 3.2.7 notwithstanding, the Homeowner of any Lot, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Homeowner, or other interested party, to contribution from any other Homeowner under this Section 3.2.7 shall be appurtenant to the land and shall pass to such Homeowner's or other person's successors in title.

The title held by each Homeowner to the portion of each Party Wall within such Homeowner's Lot is subject to a cross easement in favor of the adjoining Homeowner for joint use of said Party Wall.

3.2.8 Easement for Marketing and Sale of Lots and Homes. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself and its nominees over, upon, across and under the Property to promote or otherwise facilitate the sale and/or leasing of Lots and Homes and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress within the Property. Declarant has the right to use all portions of the Property in connection with its marketing and sales activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and picnics, and using the Property for every other type of promotional or sales activity that may be employed in the marketing of new and used residential homes and units owned by Declarant. The easements created by this Section 3.2.8, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth herein. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

3.2.9 Utility Easements.

(a) Easements for installation and maintenance of utilities (including, but not limited to, those required for cable television service) and drainage facilities are reserved as shown on the Plat or as otherwise granted by Declarant and recorded by separate instrument in the public records of the County. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channel in the easements, or which are or might be prohibited by the public authority to whom said easement is given.

(b) In addition to the above, Declarant hereby reserves unto itself and its successors and assigns an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of a two-way communication and monitored access control system. Such utilities, as well as Declarant, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements.

(c) Declarant hereby grants to the Governmental Entities an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of certain utility services.

(d) In the event that a Lot contains lines, pipes, wires, ducts, vents, cable, conduits and other facilities pertaining to the provision of electricity, water, sewer, stormwater, Community Systems and Services (as defined hereinafter) and/or other utilities to more than just that one Lot, i.e., to

adjacent Lots or Lots in close proximity ("Multi-Use Utilities Facilities"), then a perpetual, non-exclusive easement is hereby created and declared under, over, across and through such Lot to permit:

(i) the use of such Multi-Use Utilities Facilities by the Lot(s) lying adjacent to or in close proximity the Lot containing such Multi-Use Utilities Facilities, so as to enable the use of such utilities within such affected Lots; and

(ii) all applicable utility providers and Governmental Entities (collectively, "Providers") to install, maintain, repair, replace, modify, remove and/or reconstruct the Multi-Use Utilities Facilities as may be necessary from time to time in order to ensure the provision of services to the various Lots. For purposes of clarity, a Provider shall have a right of entry upon a Lot containing Multi-Use Utilities Facilities, upon prior written notice provide to the applicable Homeowner(s) (except in the event of an emergency), to undertake any or all of the activities contemplated hereunder; provided, however, that such right of entry shall not be construed or interpreted to mean a right of entry to and within a Home, except in the event of an emergency. A Provider's exercise of its rights under the foregoing shall not unreasonably interfere with the use of the affected Lot(s) for their residential and intended purposes. A Provider, upon undertaking any of the foregoing activities, shall be required to return the affected Lot(s) their physical condition immediately existing prior to commencement of the activities.

(iii) The foregoing easement rights shall exist for so long as the use of the easement does not materially impair the ability of a Homeowner to use the Lot for residential purposes.

(iv) The Homeowner of a Lot containing Multi-Use Utilities Facilities shall do nothing within, upon or outside of a Lot which interferes or impairs, or which may interfere or impair, the provision of such Multi-Use Utilities Facilities to other Lots, or with the easement rights declared and created in this Section 3.2.9(d).

3.2.10 Drainage Easements. Drainage easements have been declared and reserved as shown on and created by the Plat and as described herein, and to the extent necessary are granted to the Association. Each Homeowner of any Lot encumbered by a drainage easement upon which a drainage berm and/or swale is located shall be solely responsible for the repair, replacement and maintenance of such drainage berm and/or swale. Alteration, obstruction, modification, removal and/or any change of any kind to any drainage swale, drainage berm or drainage control facilities and/or structures is expressly prohibited, and any such easement may not be removed from its intended purpose or use without the express prior written consent of the WMD. In the event that any Homeowner fails to repair, replace and maintain any drainage swales and/or drainage berms, and/or alters or obstructs any piping, drainage swales, drainage berms, facilities and/or structures, the Association may repair, replace and maintain such drainage swales, drainage berms, facilities and structures and assess such Homeowner as a Specific Assessment for the costs and expenses incurred in order to accomplish the foregoing. Each Homeowner hereby grants an easement and license to Declarant and the Association over, upon, under, through and across such Homeowner's Lot in order to facilitate and accomplish the foregoing. Further, no Homeowner shall place, erect, install and/or construct any improvements of any kind or otherwise permit anything to occur within any drainage easement area which would in any way affect said drainage easement or any swale, berm, pipe or drainage control facility or structure located therein or thereon, or prohibit or restrict the flow of stormwaters, unless, in the event of construction of any improvements, such improvements have been approved by the ARC or are otherwise permitted by the Governmental Entities or the Association. Notwithstanding any provision herein to the contrary, all drainage lines, pipes and facilities contained within and under a Lot (whether or not contained within a dedicated drainage easement as depicted on the Plat) shall be maintained by the Association. All drainage easement areas shall remain accessible at all times to the Association.

3.2.11 General Access Easement in Favor of the Association. Easements over, under, across and through each Lot and the Common Properties are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed.

3.2.12 Easement for Encroachments; Right of Entry. Each Lot and the Common Property are hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the use, construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including, but not limited to, driveways, walkways and roof structures which overhang and encroach upon the servient Lot or Common Property, if any, provided that such structures were constructed by Declarant or the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant tenement; provided, however, that any such entry made for purposes of maintenance, restoration or repair shall be limited to daylight hours and shall only be made with the prior knowledge of the owner of the servient tenement. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time, and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

3.2.13 Maintenance of Easements on Lots. The easement area of each Lot and all improvements in it shall be maintained either by the Association (based upon its maintenance responsibilities hereunder) or a Governmental Entity or utility company with respect to Community improvements for which such Governmental Entity or utility company is responsible. To the extent there is an easement area that is not specifically covered by the foregoing, the Association shall be responsible for maintenance thereof.

3.3 Lots. The following restrictive covenants are easements and covenants running with the land and are binding upon all Homeowners, Authorized Users, and other occupants and their respective successors and assigns:

3.3.1 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all Governmental Entities having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any Governmental Entity having jurisdiction thereover, relating to any portion of the Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Governing Documents, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.

3.3.2 Access by the Association. The officers, employees or designated agents of the Association have a right of entry onto each Lot, except those owned by Declarant, to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Governing Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into the interior of any Home may not be made for any purpose without the consent of its Homeowner or occupant, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

3.3.3 General Easements. In the event that any part of any Home or Lot encroaches or shall hereafter encroach upon any part of any other Lot or the Common Property, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Homeowner if such encroachment or use is detrimental to or

interferes with the reasonable use and enjoyment of the Home or Lot of another Homeowner and if it occurred due to the willful conduct of any Homeowner.

3.3.4 Easement for Irrigation. The Association and Declarant shall each have a perpetual, non-exclusive easement over, across, under and through each of the Lots and the Common Property for purposes of installing, maintaining, repairing, replacing and/or reconstructing all lines and facilities pertaining to the irrigation system for the Community, as and to the extent same shall be a part of the Association's obligations as pertaining to the Community.

3.3.5 Provisions Pertaining to Transfer or Lease of a Lot.

(a) Leasing of a Lot. No Lot may be leased and/or rented for a term shorter than 12 months in duration, and no more than 1 lease shall be permitted in any 12 month period. Any lease and/or rental agreement shall specifically provide that the lessee, tenant and all occupants of the leased Home and Lot shall be bound by the terms of the Governing Documents. There shall be no subleasing of any kind of any Lot. If a Homeowner intending to lease or rent such Homeowner's Lot is delinquent in the payment of any Assessments, the Homeowner shall so notify the Association, which shall be entitled to refuse to allow the Homeowner to rent or lease such Homeowner's Lot until such delinquency is made current. Upon execution of such a lease, the Homeowner shall provide the Association with an executed copy of such lease. The Association shall have the right to require upon notice to all Homeowners that a substantially uniform form of lease or sub-lease be used by all Homeowners (including Declarant) intending to rent or lease after said notice and to provide such form as a Common Expense. Unless specifically authorized or permitted by a Governmental Entity pursuant to statute, resolution or ordinance, no Home, in whole or in part, shall be utilized as part of a home rental program such as, but no necessarily limited to, AirBnB.

All of the provisions of the Governing Documents (including specifically, but not limited to, the Rules and Regulations) shall be applicable to and enforceable against any person occupying a Lot as a lessee or an Authorized User of a lessee to the same extent as against a Homeowner, and a covenant on the part of each occupant to abide by the Governing Documents (including specifically, but not limited to, the Rules and Regulations) shall be deemed to be included in every lease whether or not specifically expressed in such lease. A Homeowner's failure to evict a lessee in accordance with the lease shall be deemed a default of such Homeowner hereunder.

However, to the extent any provision in this Section 3.3.5(a) is deemed a "legal restriction on conveyance" as set forth in 24 C.F.R. §203.41 (as may be amended), such provision shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

(b) Transfer of a Lot. The following provisions shall apply to the transfer of Homeownership of a Lot (and the following provisions shall not in any fashion apply to the leasing of a Lot, which is governed under Section 3.3.5(a) hereof):

(i) No later than fifteen (15) days after the closing date of the transfer (sale) of a Lot, the new Homeowner shall provide written notice to the Association indicating that such Homeowner now owns such Lot. The notice shall include the name and address of the Homeowner(s). The Association may require other such information from the Homeowner as it deems reasonably necessary.

(ii) Consistent with the provisions of this Section 3.3.5(b), de facto timesharing of Lots is not permitted, and approval will not be given for the sale of a Lot or an interest therein interest in a Lot to multiple persons (such as siblings or business associates), who may intend that they and their families would split occupancy of the Lot into different time periods during the year.

(iii) Declarant is and shall be exempt from all provisions of this Section 3.3.5(b) with regard to the sale of Lots by Declarant to third parties, and the provisions of such Section shall

not be amended without the prior written consent of Declarant for as long as Declarant owns any portion of the Property.

3.4 Ingress and Egress. Each Homeowner shall have a perpetual, unrestricted easement over, across and through the Common Property for the purpose of ingress to and egress from such Homeowner's Lot, subject only to the right of the Association to impose reasonable and non-discriminatory Rules and Regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot.

3.5 Continuous Maintenance of Easements Pertaining to Surface Water Drainage and Management System.

3.5.1 To the extent that one or more portions of the Surface Water Drainage and Management System constitute a part of the Common Property, the Association shall be responsible for the continuous maintenance of the easements and rights-of-way pertaining to such portions of the Surface Water Drainage and Management System.

3.5.2 The Association shall be responsible for the continuous maintenance of the easements and rights-of-way pertaining to such portions of the Surface Water Drainage and Management System for which the Association has responsibility.

3.5.3 The obligations of this Section 3.5 shall run with the land as do other provisions of this Declaration, and any Homeowner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 15.1 hereof, which result from such enforcement.

3.6 Dedications. Declarant hereby reserves the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, to any Governmental Entities or private or public utility company. Declarant also shall have the right to direct the Association to likewise dedicate, grant or convey any Common Property, or any interest or easement in any Common Property, owned by the Association whereupon the Association shall execute such documents as will be necessary to effectuate such dedication; provided, however, that this right of Declarant shall terminate when Declarant either is no longer a Member or has duly executed and recorded in the public records of the County a notice releasing and waiving this right, whereupon the right shall be vested solely within the Association. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this provision shall not be subject to this Declaration, unless the instrument so dedicating, granting, or conveying such portion of the Property, interest or easement specifically provides that same shall remain subject to this Declaration.

3.7 Community Systems and Services. Declarant reserves for itself, its successors and assignees and the Association the exclusive and perpetual right to provide and operate, or to permit others to provide and operate, within the Property, such telecommunication systems (including, without limitation, cable television, satellite television, intranet, internet, telephone and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation and/or provision thereof (collectively, the "Community Systems and Services") on a reasonably competitive basis, as Declarant, in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed to provide such services in the area where the Property is located, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant Governmental Entity, if applicable. Declarant and/or the Association may receive, and shall be entitled to retain, any rebate, credit, fee, and/or incentive relating to the installation, operation, and/or provision of any Community Systems and Services. Declarant and/or the Association may require that the Board enter into agreements for the provision of Community Systems and Services to all Lots as part of the Common Expenses. If particular services or benefits are provided to particular Homeowners or Lots at their request, the benefited Homeowner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an

Assessment (the type of which shall depend upon the circumstances). No Homeowner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Article 4: Use Restrictions

4.1 General Applicability to the Property. All use and development of the Property shall conform to the provisions of this Declaration and any other restrictive covenants recorded against all or a portion of the Property, as may be amended from time to time. The Property shall be used only for residential and related purposes. The Association, acting through the Board, shall have standing and the power to enforce standards imposed by the Declaration, and each Homeowner, by virtue of taking title to a Lot, hereby agrees and consents, and shall be deemed to agree and consent, to the Association's powers under this Section 4.1.

4.2 Specific Exemption for Declarant. Notwithstanding anything to the contrary herein, Declarant shall be exempt from application of the terms and provisions of this Article so long as it owns any portion of the Property. This Section 4.2 may not be amended without the prior written consent of Declarant for so long as Declarant owns any Lot in the Community.

4.3 Article 4 Provisions Not Comprehensive. This Article contains provisions and restrictions which permit or prohibit certain conduct or uses and which may require certain permitted uses to be approved by the ARC pursuant to this Declaration. The provisions and restrictions of this Article are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval hereunder. In addition, the terms and provisions of the Commercial Declaration shall control and have effect, and in the event of a conflict between the terms and provisions of the Commercial Declaration and the terms and provisions of the Declaration, the terms and provisions of the Commercial Declaration shall control.

4.4 Rules and Regulations. The Association, acting through its Board, shall have the authority to make and to enforce reasonable Rules and Regulations which provide standards governing the use of the Property, in addition to those contained herein.

4.5 Homeowners and Authorized Users Bound; Homeowner's Liability.

4.5.1 In General. Use restrictions shall be binding upon all Homeowners and Authorized Users of Lots and other portions of the Property. All provisions of the Governing Documents which govern the conduct of Homeowners and which provide for sanctions against Homeowners shall also apply to all Authorized Users. Every Homeowner shall cause such Homeowner's Authorized Users to comply with the Governing Documents, and shall be responsible for all violations and losses to the Property caused by such Authorized Users, notwithstanding the fact that such Authorized Users are fully liable and may be sanctioned for any violation of the Governing Documents.

4.5.2 Right to Cure. Should any Homeowner do any of the following:

(a) fail to perform its responsibilities as set forth herein or otherwise violate or breach the provisions of the Governing Documents; or

(b) cause any damage to any improvement or to any portion of the Property or the Common Property; or

(c) impede Declarant or the Association from exercising its rights or performing its responsibilities hereunder, including obligations under any applicable permits; or

(d) undertake unauthorized improvements or modifications to a Home, the Property or the Common Property; or

(e) impede Declarant from proceeding with or completing the development of the Community,

Declarant and/or the Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure such violations or breaches, including, but not limited to, by entering upon the Home and/or Lot and causing the violation or breach to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost of curing such violations or breaches, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Homeowner as a Specific Assessment.

4.5.3 Non-Monetary Defaults. In the event of a violation or breach by any Homeowner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or the Association shall notify the Homeowner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within 7 days after receipt of such written notice, the party entitled to enforce same may, at its option:

(a) commence an action to enforce the performance on the part of the Homeowner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) commence an action to recover damages; and/or

(c) take any and all actions reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Homeowner, including reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Homeowner as a Specific Assessment, and shall be immediately due and payable without further notice.

4.5.4 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

4.5.5 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, the Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or the ARC Guidelines, shall be deemed to be cumulative, and the exercise of any one or more of same shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

4.5.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or the ARC Guidelines may be enforced by Declarant and/or, where applicable, the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein or contained in the ARC Guidelines, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein or in the ARC Guidelines. The expense of any litigation to enforce this Declaration or the ARC Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the ARC Guidelines.

4.6 Parking and Vehicular Restrictions.

4.6.1 Location of Parking.

(a) No vehicle shall be parked anywhere but within the garage contained within the Home or within the driveway of the Lot.

(b) Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated for such purpose.

(c) A Homeowner shall not be permitted to install upon a Lot any parking area in addition to the existing driveway without the prior written consent of the ARC.

(d) No vehicle shall be permitted to park overnight within the Community which cannot be parked within the size of the garage contained within the Home, even if such vehicle is actually parked in the driveway contained within the Lot.

(e) Except as specifically herein to the contrary, vehicles, no matter their size or length, with a camper top, work racks and/or any other commercial appendages attached to it, must be stored so that same will not be visible from any street, and all vehicles, no matter the size, must be parked or stored in the garage.

(f) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and/or used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia) must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property. A vehicle used for normal personal or family transportation shall be considered a commercial vehicle for purposes of this subsection and must be parked or stored completely out of sight if it contains any lettering, graphics, contact information, logos, advertising and/or any other commercial insignia. Such lettering, graphics, contact information, logos, advertising and/or any other commercial insignia may also be completely covered with a magnetic or other type of covering of the same color of the vehicle, so that no portion of the lettering, graphics, contact information, logos, advertising and/or other commercial insignia is visible from the street and/or visible from any other Lot within the Property. Notwithstanding the foregoing, commercial vehicles shall be permitted to temporarily park on the exterior portions of a Lot or in the street for purposes of deliveries.

(g) Unregistered, derelict and/or inoperable vehicles or trailers of any kind must be parked or stored so that they will not be visible from any street and not be visible from any other Lot within the Property. For purposes of this subsection, derelict or inoperable vehicles, include, but are not limited to, vehicles with no current license plate, vehicles with no current registration, and vehicles incapable of self-propulsion.

(h) Recreational vehicles (including, without limitation, a camper, mobile home, and a motor home, no matter their size), all-terrain vehicles (ATVs or ATCs), dune buggies, scooters, go-carts, mini-motorcycles, boats and trailers of all types, must be parked or stored so that same will not be visible from any street and not visible from any other Lot within the Property. No such recreational vehicle shall remain visibly parked and/or stored on that Homeowner's Lot for longer than 48 consecutive hours in any 7 consecutive day time period.

(i) Notwithstanding anything to the contrary in this Declaration, a Homeowner may temporarily park a boat on the driveway of that Homeowner's Lot, if the boat is on a boat trailer, for the purpose of loading, unloading and/or cleaning that boat. No such boat and/or boat trailer shall remain visibly parked and/or stored on that Homeowner's Lot for longer than 48 consecutive hours in any 7 consecutive day time period.

(j) Delivery vans and service vans, no matter their size, must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property.

(k) Motorized scooters, dune buggies, mini-motorcycles, mopeds, motorized skateboards, go-carts and all-terrain vehicles shall not be operated and/or used on any sidewalk or street or landscaped portions of the Common Property.

(l) Notwithstanding the restrictions contained in this Section 4.6.1, all commercial and public service vehicles (including construction vehicles and vehicles owned by construction workers) present on and/or within the Property while performing work and/or services for or on behalf of Homeowners will be permitted on a temporary basis during the period of time that the work is being actually performed. However, no overnight parking of any of these vehicles shall be permitted.

(m) Notwithstanding any provision herein to the contrary, the Association, through the Board, shall have the right, but not the obligation, to grant limited waivers of the terms and provisions of this Section 4.6.1 for a particular Homeowner for a specified period of time. Any such waiver shall only apply to a particular vehicle while owned or operated by the Homeowner and shall not be deemed to be a blanket waiver covering any future vehicles owned or operated by the Homeowner. Such waiver shall be in writing and shall be maintained in the Association's official records.

4.6.2 Repairs. No repair, except for emergency repair, of vehicles shall be made within the Community, except within the closed confines of the garage within a Home.

4.6.3 Exemptions. In addition to any other exemptions from the provisions of this Section 4.6 stated otherwise, this Section does not apply to any vehicles utilized for sales, construction or maintenance operations of or by Declarant or the Association.

4.6.4 Amendments to this Section. No amendment or modification to this Section 4.6 shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property. The Association may, but shall not be obligated to, promulgate Rules and Regulations and clarify the provisions and objectives of this Section 4.6.

4.6.5 Garage Doors. Homeowners shall generally keep the garage doors closed except when required for ingress and egress from the garage.

4.6.6 Towing. In addition to all other enforcement tools available to the Association, in accordance with Section 715.07, Florida Statutes, the Association and Declarant shall have the right and authority to tow violating vehicles at the vehicle owner's sole and absolute cost and expense.

4.7 Animals and Pets.

4.7.1 Number of Pets. No more than a total of 2 commonly accepted household pets (such as dogs and cats) may be kept within or upon a Lot, except that pets that are of a known breed to be vicious as determined by the local municipality are not permitted.

4.7.2 Prohibited Animals. Swine, goats, horses, pigs, cattle, sheep, chickens, reptiles, wildlife and the like are hereby specifically prohibited from being kept or maintained within the Community. Animals, fowl and birds which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by the Association in its sole discretion. No animal breeding or sales as a business shall be permitted in the Community.

4.7.3 Prohibited Actions. No pet or animal shall be kept on the exterior of a Lot, or upon the Common Property, or left unattended in a yard or on a balcony, porch, patio or lanai. All pets (including cats) shall be walked on a leash when outside of the physical boundaries of a Home, and no pet shall be permitted to be kept outside of the boundaries of a Home while such pet's owner is away from the Home

or overnight (meaning that no pet shall be permitted to sleep outside of the physical boundaries of a Home). No pet shall be permitted to leave its excrement on any portion of the Property, and the owner of such pet shall immediately remove the same.

4.7.4 Nuisance. A determination by the Board that an animal or pet kept or harbored in a Home or Lot is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within 48 hours of the giving of the notice.

4.7.5 Limitations on Amendment. No amendment to this Section 4.7 shall be permitted except upon the prior written consent of Declarant for so long as Declarant owns any lands contained within the Community.

4.7.6 Agreement of Owners. Each Homeowner, by virtue of taking title to a Lot, shall indemnify the Association and Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Homeowner's having any pet upon any portion of any property subject to this Declaration.

4.7.7 Rules and Regulations. The Association shall have the power and right to promulgate Rules and Regulations in furtherance of the provisions of this Section, including, but not limited to, weight limitations, the number of pets and breeds of pets.

4.8 Nuisances; Obnoxious or Offensive Activity; Hazardous Materials.

4.8.1 No noxious or offensive activity shall be conducted upon any portion of the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Community or its members.

4.8.2 No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment and/or discomfort to the Homeowners, Authorized Users or Benefited Parties, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive and/or unlawful use be made of any Lot, any portion of the Property and/or the Common Property, and all laws, ordinances, codes, rules and regulations of all applicable Governmental Entities shall be observed.

4.8.3 The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside of any Home: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes, chemicals and/or gases; obnoxious odors; trash; debris; construction materials; dust, dirt or fly ash; fire or explosive hazards; vibration; or interference with normal television, radio, telephone and/or other telecommunication reception by other Homeowners.

4.9 Trash; Garbage Containers.

4.9.1 No portion of the Property shall be used or maintained as a dumping ground for rubbish.

4.9.2 Trash, garbage or other waste shall be maintained in sanitary containers with lockable tops, and all trash containers shall be kept in a clean and sanitary condition and maintained within the garage of the Home. If provided by a service provider, containers to hold recycling and garbage shall be utilized by each Homeowner. If recycling and garbage containers are not provided by a service provider, the Association shall issue specifications for acceptable containers.

4.10 Satellite Dishes. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home shall be permitted without any requirement for approval from the Board. Satellite dishes, aerials and antennas (including, but not limited to, ham radio

antennas) shall not be permitted on the non-enclosed dwelling portions of the Property except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate Rules and Regulations, provided same are not violative of federal law, concerning the size and location of, and safety restrictions pertaining to, the installation of such signal reception equipment. To the extent permitted by applicable law, satellite dishes shall be required to be hidden from view from adjacent lands through location and landscaping techniques.

Notwithstanding any provision to the contrary, only antennae, aerials and satellite dishes which are designed to receive signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted) on a Lot. The preceding sentence shall be deemed inapplicable to the Association, which, in its discretion and from time to time, shall have the power, right and ability to erect or install any satellite dish, aerial or antenna or any wireless networking devices and facilities for purposes of disseminating information to the Homeowners or for access control and monitoring purposes.

4.11 Energy Conservation Devices. The ARC must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Home or Lot. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable Governmental Entity regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Home, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

4.12 Division of Lands; Prohibition Against Timesharing or Similar Uses. No Lot shall be subdivided or its boundary lines changed except by Declarant as to the Lots owned by Declarant and otherwise except with the prior written approval of the Board. Declarant hereby expressly reserves the right to replat any Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program whereby the right to exclusive use of the Home and Lot rotates among multiple Homeowners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by a Homeowner who is not a natural person. Notwithstanding anything to the contrary, Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration, and in its sole discretion may develop a timeshare regime or facility on any portion of the Property from time to time. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

4.13 Firearms. The discharge of firearms within the Community is prohibited; provided, the Association, the Board, the Association's directors, officers, employees and agents shall not have any duty to become physically involved to stop any such discharge. The term "firearms" includes handguns, rifles, shotguns, "B-B" guns, paintball guns, pellet guns, crossbows, and other firearms of all types and weapons which expel a projectile, regardless of size or type.

4.14 Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property by any Person other than Declarant or the Association. No Person may install a pump or otherwise divert any waters from any lake located wholly or partially on, or which are adjacent to, the Property for purposes of irrigation or any other purpose.

4.15 Wells and Drainage. No private water system or well shall be constructed or permitted on any portion of the Property, either for personal use or for irrigation. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and grants to the Association a perpetual easement across the Property for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with a Homeowner's use of a Lot. Notwithstanding the foregoing, Declarant shall be permitted to install and maintain wells on the Property as they determine from time to time (in which event such wells shall be deemed to be permitted once the property upon which the well is located is conveyed to a third party).

4.16 Sewage Disposal; Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Property. Septic tanks are not permitted on any portion of the Property.

4.17 Temporary Structures. No structure of a temporary character, trailer, tent, shack, storage building, shed, stand-alone garage, barn or other outbuilding (a) shall be used on any portion of the Property at any time as a residence either temporarily or permanently, except that Declarant may place any type of temporary structure on any portion of the Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Property for any other purpose without the prior written approval of the ARC (Declarant shall be exempt from this approval requirement with regard to Declarant-owned Lots).

4.18 Insurance Rates. No Homeowner shall permit or suffer anything to be done or kept in such Homeowner's Home or, where applicable, on such Homeowner's Lot which will increase the rate of insurance for, or result in the cancellation of insurance policies pertaining to, other Homeowners, the Association or Declarant.

4.19 Utility Lines. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Property, except for (a) overhead transmission lines existing as of the date of original recording of this Declaration, and (b) temporary lines as required during construction and lines within the Property as the same may exist on the date hereof.

4.20 Increase in the Size of Lots; Changes in Elevation. No Lot shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, except upon the prior written approval of the ARC. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots without the prior written approval of the ARC.

4.21 Signs; Flags.

4.21.1 In General.

(a) Except as otherwise specifically permitted hereunder, no sign, billboard or advertisement of any kind, including, without limitation, those of contractors and subcontractors, shall be erected within the Property without the written consent of the ARC and in accordance with the Community Wide Standards. If permission is granted to any Homeowner to erect a sign within the Property, the ARC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Property be permitted within the Property.

(b) As exceptions to the foregoing subparagraph (a):

(i) realtor signs advertising Lots for sale or lease shall be permitted on a Lot, provided that same are tasteful and consistent with ; and

(ii) Declarant shall be entitled to erect any signs of any size for any purpose on (1) a Lot for so long as Declarant owns such Lot, or (2) on the Common Property for so long as Declarant owns at least one Lot in the Community; and

(iii) signs as may be required by legal proceedings or applicable law are specifically permitted.

(c) The ARC may promulgate Rules and Regulations for signs which do not require prior ARC approval to be placed on a Lot, but in no manner shall the ARC have any rights of governance over signs provided by Declarant hereunder.

(d) No sign shall be nailed or otherwise attached to trees.

(e) Notwithstanding any provision herein to the contrary, the terms and provisions of this Section 4.21 shall not be amended without the prior written consent of Declarant for so long as Declarant owns any Lot.

4.21.2 Homes for Sale; Signs Advertising Auctions. Homes which are for sale or lease may be shown by prior appointment only. No "For Sale" or realtor signs shall be permitted to be placed upon any Lot, within the windows of any Home, or upon the Common Property for so long as Declarant owns at least one Lot in the Community, and thereafter only as specifically approved by the ARC. In furtherance of the provisions of Section 4.41 hereof, no signs shall be permitted indicating that a Lot will be sold by means of a public or private auction, and reference should be made to such Section 4.41 with regard to the general prohibition against a Lot being offered for sale by public or private auction. Notwithstanding the foregoing provisions of this Section 4.21.2, Declarant shall be entitled to utilize signs on a Lot or the Common Property indicating the name of a particular model type or the name of the future Homeowner of a Lot being constructed or to be constructed.

4.21.3 Prohibition Against Signs Advertising Homes for Rent or Lease; Limitation on "Open House" Signs. No "for rent," "for lease" or like signs shall be permitted on any Lot, Home or the Common Property. "Open house" signs shall only be permitted to be placed on a Lot or Home, and open houses shall only be permitted within the Community, within normal and ordinary daylight hours. The size and number of "open house" signs shall be determined by the ARC from the time to time, and the ARC shall be permitted to impose differing requirements for different Lots, as the ARC may determine in its sole and absolute discretion. No "open house" signs shall be permitted to be placed on the Common Property.

4.21.4 Traffic Signs. The Association shall be responsible for the installation, maintenance, repair and/or replacement of all traffic signs within the Community. The Association, for aesthetic purposes, may not, and shall not be required to, fully utilize the Florida Department of Transportation standards for any or all traffic signs, unless otherwise so required by a Governmental Entity.

4.21.5 Declarant Exemption; Amendment to Provisions Concerning Signs. Declarant is specifically exempt from the provisions of this Section 4.21, and as such shall be entitled to erect such signs as it deems necessary or desirable in Declarant's sole discretion from time to time. No amendment or modification to this overall Section pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

4.21.6 Flag Display. In accordance with the Act, a Homeowner may:

(a) erect a freestanding flagpole no more than 20 feet high as long as such flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement area, and may display in a respectful manner on such flagpole:

(i) one (1) official United States flag not larger than 4½ feet by 6 feet in size; and

(ii) one (1) additional flag as described in subsection (b) below, provided that such additional flag is of equal size or smaller in size than the United States flag; and

(b) display in a respectful manner up to two (2) of the following flags, provided that they are portable and removable flags and are not larger than 4½ feet by 6 feet in size:

(i) the United States flag;

(ii) the official flag of the State of Florida;

(iii) a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard;

(iv) a POW-MIA flag; or

(v) a first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag For purposes of this subsection, the term "first responder flag" means a flag that recognizes and honors the service of any of the following:

(1) Law enforcement officers as defined in Section 943.10(1), Florida Statutes;

(2) Firefighters as defined in Section 112.191(1), Florida Statutes;

(3) Paramedics or emergency medical technicians as those terms are defined in Section 112.1911(1), Florida Statutes;

(4) Correctional officers as defined in Section 943.10(2), Florida Statutes;

(5) 911 public safety telecommunicators as defined in Section 401.465(1), Florida Statutes;

(6) Advanced practice registered nurses, licensed practical nurses, or registered nurses as those terms are defined in Section 464.003, Florida Statutes;

(7) Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management under Section 252.35, Florida Statutes; and

(8) Federal law enforcement officers as defined in 18 U.S.C. § 115(c)(1).

The flagpole and flag display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the Governmental Entities (to the extent applicable) and all setback and locational criteria contained in the Declaration.

4.21.7 Security Sign Display. Any Homeowner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the Home. The Association may promulgate Rules and Regulations in furtherance of this Section; provided, however, that no such rules or regulations will inhibit the rights of a Member pursuant to Section 720.304(6) of the Act.

4.22 Pools and Spas; Screens and Screened Enclosures; Fences, Walls and Hedges.

4.22.1 Pools and Spas. Pools and spas are not permitted in the Community.

4.22.2 Screened Enclosures.

(a) The use of standard screen enclosures may be restricted on Lots and Homes abutting or facing certain portions of the Property, as shall be determined by the ARC.

(b) Any screened enclosures shall be integrated within the principal structure, shall be constructed in accordance with applicable Governmental Entity building code provisions, and shall be subject to construction, design and appearance approval by the ARC. The ARC may, but shall not be obligated to, approve an alternate fence structure on a Lot in lieu of a screened enclosure, subject to applicable provisions of the ARC Guidelines and applicable Governmental Entity building code provisions; the ARC shall be permitted to approve or disapprove any such alternative fence structure in its sole discretion.

4.22.3 Screens on Windows and Doors. The foregoing provisions shall not be deemed to apply to screens directly affixed to windows or sliding glass doors, but in no event shall screens be permitted to be affixed or attached to or in connection with the front entrance to a Home or the garage serving a Home.

4.22.4 Fences, Walls and Hedges.

(a) There shall be no fence, wall, hedge or shrubbery constructed, built, placed, planted, erected and/or installed on any Lot or other portion of the Property unless the height, location, design, color and component materials are first submitted to and approved in writing by the ARC in accordance with the ARC Guidelines.

(b) Notwithstanding anything herein to the contrary, so long as any builders or contractors designated by Declarant maintain any staging, storage and/or parking areas within the Property, they shall be entitled to hedge, fence or wall off any such area for only the term of such use, provided that Declarant's written approval of each such hedge, fence or wall is obtained prior to construction, planting, placing and/or installation of the hedge, fence or wall.

(c) Hedges, shrubbery, fences and walls constructed, planted, placed and/or installed by Declarant are exempt from compliance with this Section 4.22.4.

(d) Any hedge or shrubbery placed within any drainage easement area on the Lot shall be removed by the Association, and the costs of such removal shall be charged to the offending Homeowner and Lot as a Specific Assessment.

(e) The provisions of this Section 4.22.4 shall specifically not be amended without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

4.22.5 Limitations on Amendment. Except as otherwise provided herein, the provisions of this Section 4.22 shall not be amended without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

4.23 Air Conditioning Homes. No window air conditioning units may be installed on or in any Home except in connection with a temporary structure operated by Declarant or the Association. All air conditioning units shall be screened from view of the street and adjacent Homes and Lots.

4.24 Lighting. Except for seasonal holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ARC prior to installation.

4.25 Artificial Vegetation, Ornamentation, Sculptures, Statuaries and Similar Items.

4.25.1 All artificial vegetation must be approved by the ARC prior to installation.

4.25.2 Ornaments, sculptures, statuaries, lawn decorations and similar items of any size or type, including, but not limited to, bird feeders, statues, fountains, gazing balls, gnomes, planters and signs, may not be installed on a Lot without first obtaining the approval of the ARC. To implement this requirement, the ARC may adopt and amend, from time to time, standards for such ornaments, statuary, and/or lawn decorations as part of the ARC Guidelines.

4.26 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to 5 gallons of fuel may be stored upon a Lot and/or within the boundaries of the Home contained on a Lot for emergency purposes and/or operation of lawn mowers and similar tools or equipment. No underground propane or natural gas tanks shall be permitted on the Property. Notwithstanding the foregoing to the contrary, small propane tanks which are utilized directly and solely in connection with a barbecue grill shall be permitted on any Lot, subject to applicable fire code and safety regulations (and in any event all fuel tanks must be hidden from view).

4.27 Window Treatments.

4.27.1 Any window treatments of any kind that are visible from the exterior of a Home shall be compatible with the exterior design and color of such Home.

4.27.2 The following shall not be used as window treatments and/or window coverings: sheets, towels, flags, aluminum foil and/or any material not specifically designed to be a window treatment, which shall be determined by the ARC in its respective sole and absolute discretion.

4.27.3 Notwithstanding any provision to the contrary, reflective and/or tinted window coverings are prohibited within the Community.

4.27.4 No awnings, canopies or shutters shall be permanently installed on the exterior of any Home unless approved by the ARC prior to installation.

4.28 Completion of Work. Upon commencement of any Work, the Homeowner of a Lot shall diligently prosecute the Work to the end so that all work shall be completed as expeditiously as is reasonable, but in no event shall last longer than 12 consecutive months. If an unforeseen event occurs that would prevent such Work from being completed in that 12 month time period, the Homeowner of such Lot shall apply to the ARC for an extension of time to complete the Work. The Homeowner of such Lot shall provide the ARC with a good faith estimate of the time required to complete the Work, but the length of any extension shall be in the sole discretion of the ARC. There shall be no more than 2 extensions for each approved Work project. If the Work remains incomplete after the second extension, the Association shall have all available rights and remedies under Florida law or the Governing Documents. The Homeowner of the Lot on which Work is being undertaken shall keep the streets, sidewalks, drainage structures and all areas adjacent to that Lot free from damage, dirt, mud, garbage, trash, refuse, building materials and/or other debris occasioned by construction.

4.29 Use Indemnity. Every Homeowner agrees to indemnify, defer and hold harmless the Association, Declarant and their partners, shareholders, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any Common Property furnished by Declarant, or the Association, by the Homeowner and other Authorized Users.

4.30 Maintenance Easement. Every Lot is burdened with an easement permitting the Association to utilize portions of the Property abutting the Common Property to maintain portions of the Common Property, provided such easement shall be exercised in a manner which does not interfere with

use or enjoyment of the Lot for its primary purpose and that such use by the Association will not damage improvements on the Lot.

4.31 Home Business Use. No trade or business may be conducted in or from any Lot, except that a Homeowner or occupant residing in a Home may conduct business activities within the Home so long as: (a) the existence or operation of the business activity in not apparent or detectable by sight, sound or smell from outside of the Home; (b) the business activity conforms to all requirements of the Governmental Entities; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Property or door-to-door solicitation of the Residents of the Property; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of other Residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

4.32 View Impairment. Neither Declarant nor the Association guarantees or represents that any view over or across any body of water or the Common Property to and from the Lots shall be preserved without impairment. Neither the Association nor the Homeowners shall have an obligation to thin trees or other landscaping. The Association has the right, in their sole and absolute discretion, to add or withdraw trees and other landscaping and other improvements or changes to the Common Properties from time to time. Any such changes or additions may diminish, obstruct or impair any view from the Lots, and any express or implied easements for view purposes or for the passage of light and air are hereby disclaimed.

4.33 Use of Common Property. There shall be no alteration, addition or improvement of any Common Property, except as provided in this Declaration, nor shall any Person use the Common Property, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations or as otherwise approved and authorized in writing by the Association.

4.34 Mailboxes.

4.34.1 Declarant, based upon the U.S. Postal Service having made the determination and decision that it will not provide mail delivery or service to individual mailboxes serving individual Lots, shall install one or more cluster mailbox structures ("Mail Structures") within the Property for purposes of permitting mail delivery and service for the Lots. The Homeowner of a Lot shall be entitled to the sole and exclusive use of the individual mailbox contained within a Mail Structure which pertains to that Homeowner's Lot. As and to the extent necessary, a perpetual, non-exclusive easement is hereby granted to the Homeowners over, across and through the Common Property and any portion of a Lot containing a Mail Structure (if any) so as to permit necessary access; provided, however, that the scope of the foregoing easement shall be specifically limited to pertain only to the smallest amount of any Lot if and to the extent necessary to obtain access to the Mail Structure. The Association shall be responsible for maintaining, repairing, replacing and/or reconstructing the Mail Structures, and the costs and expenses of which shall constitute Common Expenses.

4.34.2 A perpetual, non-exclusive easement is hereby declared across the Common Property for purposes of permitting delivery of the mail.

4.35 Extended Vacation or Absences. In the event that a Home will not be occupied for an extended period of time, the Home and Lot must be prepared prior to departure by:

4.35.1 notifying the Association of such absence and the anticipated date of return;

4.35.2 removing all removable furniture, plants and other items of personal property from the exterior portions of the Lot; and

4.35.3 designating a person or entity to care for the Lot during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Home (the Homeowner is required to provide the Association with the name and telephone number of the designated person or entity).

The Association hereby disclaims any responsibility with regard to each unoccupied Home, and the Homeowner hereby acknowledges and agrees that the Association has no duty with regard to any unoccupied Home under this Section.

4.36 Garage Sales. No garage sales or other private sales of a similar nature shall be permitted at any time in the Community, it being the specific intention of Declarant to preserve the distinct nature and character of the Community as developed. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

4.37 Sound Transmission. Each Homeowner, by acceptance of a deed or other conveyance of their Lot, hereby acknowledges and agrees that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Lots and Homes and/or mechanical equipment, adjacent businesses, or adjacent roadways or streets, can be heard in another Home. Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Homes and the other portion of the Property, and each Homeowner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

4.38 Access Ramps. Any Homeowner may construct an access ramp on or to their Home if a Resident or occupant of the Home has a medical necessity or disability that requires a ramp for egress and ingress, under the following conditions:

4.38.1 the ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use;

4.38.2 plans for the ramp must be submitted in advance to the Association. The Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces; and

4.38.3 the Homeowner must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the Resident or occupant of the Home requiring the access ramp. Certification as required under Section 320.0848, Florida Statutes, shall be sufficient to meet the affidavit requirement.

4.39 Basketball Goals. Basketball goals and accompanying or related structures or supports are not permitted for Lots, it being Declarant's stated intent to ensure a uniform and consistent exterior appearance within the Community, except that portable basketball stands are permitted provided that the Homeowner stores the equipment in the garage whenever the equipment is not in use.

4.40 Swingsets and Playground Equipment. No swingset or playground equipment or other similar devices or items shall be placed on a Lot without the prior written consent of the ARC.

4.41 Prohibition Against Auctions. No Lot, or any personal property contained within or pertaining to a Lot or Home, shall be permitted to be sold by means of a public or private auction held on the Lot or upon any portion of the Community; provided, however, that (a) the sale of a Lot, or any personal

property contained within or pertaining to a Lot or Home, pursuant to court order (such as, but not necessarily limited to, an order of forced sale as a result of foreclosure, bankruptcy or seizure) shall be exempt from the prohibitions of this Section 4.41, and (b) Declarant shall be exempt from the provisions of this Section 4.41.

4.42 Clothes Drying Area. No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless that area is fully screened from view by fencing and/or landscaping, except to the extent required to be permitted by applicable law. No drying or hanging area for laundry shall be permitted to be visible from the streets or from any other Lot within the Property.

4.43 Hazardous Materials. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any portion of the Property except such as are required for normal household use, and same shall be kept within a Home or upon a Lot.

4.44 Exterior Equipment. All exterior water treatment systems, well pumps, sprinkler pumps and other mechanical fixtures and equipment, all wood piles, and all exterior fuel tanks and other storage receptacles, shall be installed only within approved accessory buildings and/or screened areas so as not to be visible from any street and surrounding Lots, and same shall also comply with any additional standards established from time to time by the ARC and applicable law.

4.45 Garages. No Homeowner may in any way diminish and/or reduce the parking capacity for a garage located on that Homeowner's Lot. No Homeowner may convert and/or turn the garage located on that Homeowner's Lot into living space of any kind. No Homeowner may use, rent and/or lease the garage located on that Homeowner's Lot as living space of any kind.

4.46 Tree Removal and Landscaping. Except by Declarant, existing trees measuring four inches (4") or more in diameter at three feet (3') or more above ground level shall not be cut and/or removed without the prior written consent of the ARC. More restrictive arbor ordinances and/or environmental laws shall control in the event of any conflict with this Declaration. There shall be no removal of trees or clearing, other than clearing of underbrush, until the ARC has approved in writing a landscape plan that designates those existing trees to be retained and preserved on the Lot. Prior to occupancy of the Home, all of the grounds of each Lot not covered by building improvements shall be completely sodded or covered with grass ground cover that has first been submitted to and approved by the ARC (except for the initial sale of a Lot by Declarant to a third party purchaser, which shall be exempt from the requirement for ARC approval).

4.47 Oil, Gas and Minerals. No oil, gas or mineral drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil, gas or mineral equipment, wells, tunnels, excavations or shafts be permitted upon or in the Property. The operations and activities of Declarant in developing the Property and of the Association in operating, maintaining, repairing and replacing the Surface Water Drainage and Management System and/or any portion of the Property are exempt from the provisions of this Section 4.47.

4.48 Security Bars. No security bar system may be installed on the interior and/or exterior of any window or the exterior of any door of any Home unless first approved in writing by the ARC, whether or not applicable provisions are contained in the ARC Guidelines.

4.49 Holiday Displays. Homeowners shall be permitted to display religious and/or holiday signs, symbols and decorations on their Lots of the kinds normally displayed inside or outside of residences located in a townhome community. However, in addition to the provisions of Section 4.24 hereof, the Association may adopt reasonable time, place and manner restrictions, including, but not limited to, design criteria and length of time that the display is visible, for the purpose of minimizing damage, preventing an unsightly appearance and/or minimizing disturbance to other Homeowners, Authorized Users and/or Residents.

4.50 Children. There are no restrictions on children being able to occupy a Home or a Lot. Children will be the direct responsibility of their parents or legal guardians, including full supervision while within the Property and including full compliance with all Rules and Regulations. All children under twelve (12) years of age must be accompanied by a responsible adult when using the recreational facilities contained within the Common Property.

4.51 City Building Restrictions and Provisions. The following provisions are required by the City with respect to the development and use of the Lots:

4.51.1 All common open spaces within the Community shall be preserved for its intended purposes, and the Association shall comply with the requirements of Section 185.064 of the City's Code of Ordinances in connection with such common open spaces.

4.51.2 The Owner of a Lot is specifically prohibited from undertaking any action to partition such Lot.

4.51.3 The maximum building height of a Home shall be 35 feet.

4.51.4 Each Lot shall have a minimum lot area of 2,000 square feet, with a minimum width of 20 feet, a minimum depth of 100 feet, and a minimum distance between structures of 20 feet.

4.51.5 Building setbacks for each Lot shall be as follows:

(a) a 25 foot front yard setback;

(b) a zero foot side yard (interior) setback;

(c) a 25 foot side yard setback for corner units;

(d) a 10 foot side yard setback for end units; and

(e) a 15 foot rear yard setback.

4.51.6 The minimum driveway width shall be 16 feet.

4.52 Rules and Regulations. The Board may from time to time adopt, or amend previously adopted, Rules and Regulations governing (i) the interpretation and more detailed implementation of the restrictions set forth in this Declaration, including those which would guide the ARC in the uniform enforcement of the foregoing general restrictions, and (ii) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such Rules and Regulations shall be furnished to each Homeowner prior to the time same becoming effective and provided that said Rules and Regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions of this Declaration.

4.53 Provisions Inoperative as to Initial Construction; Exemptions for Specified Parties. Nothing contained in this Declaration will be interpreted, construed or applied to prevent Declarant or with the prior written consent of Declarant so long as Declarant is an owner of any portion of the Property, and then the Association, or its or their contractors, subcontractors, agents, and employees (collectively, "Specified Parties"), from doing or performing on all or any part of the Property owned or controlled by Declarant whatever is determined to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to, (a) the right to erecting, construct, and maintain such structures and other improvements as may be reasonably necessary or convenient for the conduct of the Specified Parties' business of completing the development, establishing the Property as a mixed-use community, disposing of the same by sale, lease, or otherwise and operating and maintaining parking, sales and marketing or other non-residential facilities on the Property; (b) the ability to conduct thereon its business

of completing the development and disposing of the same by sale, lease or otherwise, and operating and maintaining of parking, sales and marketing or other non-residential facilities on the Property (however, any and all work described herein and proposed to be performed must be performed in accordance with the provisions of the ARC Guidelines); and (c) the right to maintain such signs as may be reasonably necessary or convenient in connection with the development or the sale, lease or other transfer of Lots or the sales and marketing activities on the Property.

4.54 Requirement for Declarant Consent for Amendments. No amendment to any provision contained in this Article may be amended without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

Article 5: Membership and Voting Rights

5.1 Membership. Every Homeowner of a Lot that is subject to assessment under Article 8 hereof shall become a Member upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person is a Member. A Homeowner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Homeowner may be a Member, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

5.2 Voting. The Association shall have two (2) classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members are all Homeowners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided below, Class A Members are all Homeowners, including Declarant so long as such Declarant is a Homeowner. Subject to the provisions of Section 5.3 hereof, Members shall cast votes in accordance with the applicable provisions of the By-Laws, as there are different votes allocated to Class A and Class B members; however, as provided in the Articles and/or By-Laws, the Class B Members are entitled to elect a majority of the Association's directors until termination of Class B membership.

5.3 Co-Ownership. If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

5.4 Transfer of Control of the Association.

5.4.1 Transfer of Control shall occur upon which Class B membership ceases to exist and is converted into Class A membership, which shall be on the earlier of (a) a triggering event contained in Section 720.307(1) of the Act, or (b) the date that Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County.

5.4.2 Subsequent to Transfer of Control, Declarant shall be entitled to elect at least one member of the Board (and in fact shall be entitled to elect all members of the Board which will constitute one less than a majority of the members of the Board) as long as Declarant holds for sale in the ordinary course of business at least 5% of the Lots that may be constructed in all phases of the Community that will ultimately be operated by the Association.

5.4.3 After Declarant relinquishes control of the Association, Declarant may exercise the right to vote in the same manner as any other Member, except for purposes of reacquiring control of the Association by selecting the majority of the members of the Board.

5.5 Termination of Class B Membership. Subsequent to Transfer of Control, Class B membership shall terminate and Declarant shall own portions of the Property in the same manner as a Class A Member.

Article 6: Duties and Obligations of the Association

6.1 Duties and Obligations of the Association.

6.1.1 The Association shall govern, make Rules and Regulations, and control and manage the Lots and Common Properties located on the Property pursuant to the terms and provisions of the Governing Documents.

6.1.2 The Association shall have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein, as follows:

(a) Notwithstanding the foregoing, the Association may, but is not obligated to, employ community access or patrol services or personnel. If community access or patrol services or personnel are employed by the Association, the Board shall determine, in its sole discretion, the schedule and cost of expense of such access or patrol services or personnel. Declarant, while in control of the Association, does not intend to hire or pay for access or patrol services or personnel. Each Homeowner, by virtue of taking title to a Lot, consents and agrees that Declarant is and shall be under no obligation to provide any access or patrol services or personnel within the Community, and shall hold Declarant harmless for any occurrences in such regard.

(b) Declarant and/or the Association may, but shall not be obligated to, maintain or support certain activities within the Property and the Community designed to make the Property and the Community more secure than they otherwise might be. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security or safety within the Property. Neither the Association nor Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security or safety measures undertaken. All Homeowners and occupants of any Home or Lot, Residents, Authorized Users, tenants, guests and invitees of any Homeowner or Authorized User, as applicable, acknowledge that Declarant and the Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other security system designated by or installed according to guidelines established by Declarant or the ARC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that fire protection or electronic monitoring systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Homeowner and occupant of any Home, and each Resident, Authorized User, tenant, guest and invitee of a Homeowner, as applicable, acknowledges and understands that each Homeowner and occupant of any Home and each Authorized User, tenant, guest and invitee of any Homeowner assumes all risks for loss or damage to persons, to Lots and Homes and to the contents of Homes and further acknowledges that the Association and Declarant have made no representations or warranties nor has any Homeowner, Authorized User, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other security systems recommended or installed or any security measures undertaken within the Property and the Community.

6.1.3 The Association shall maintain the Common Properties and pay the real property ad valorem taxes and Governmental Entity liens assessed against the Common Properties and billed to the Association. Should real property ad valorem taxes or Governmental Entity liens as to any Common Properties be assessed against the billed Lots, the Board shall have the right to determine, in its sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Association shall be levied as a Special Assessment pursuant to Article 8 hereof.

6.1.4 The Association shall maintain any and all landscaping islands and all landscaping and/or signage located, placed, installed or erected thereon, if any.

6.1.5 The Association shall care for and maintain any entryway walls and signage intended for and/or identifying the Property and shall maintain any landscaping located within the Common Property, road right-of-way or any landscaping easement which is owned by or runs in favor of the Association, which maintenance activities may, but not necessarily will, include without limitation any of the following: replacement and/or replanting of existing landscaping, excavation, construction of berms, and installation, maintenance and repair of irrigation facilities.

6.1.6 With respect to the improvements upon the Lots, the Association shall be responsible for:

(a) painting of all exterior surfaces of the Homes, except as otherwise specifically provided herein to the contrary;

(b) caulking of the exterior portions of all windows and doors;

(c) maintain, clean, repair and/or replace the roofs of the Homes (defined for purposes herein to mean the shingles and roof decking, but specifically excluding the structural components of the roofing system);

(d) maintain, clean, repair and/or replace the driveway leading to and from the garage contained within the Home, as well as any related walkway or sidewalk leading to and from the front door of the Home;

(e) the lawns/sod and landscaping contained within a Lot (provided, however, that the Homeowner remains the owner of the lawn/sod and landscaping contained on such Homeowner's Lot and shall be responsible for payment to the Association for replacement of any and all damaged lawn/sod and landscaping);

(f) pressure cleaning, as determined by the Board from time to time, but not more than once per year, of driveways, front sidewalks, exterior front steps, roofs, and the exterior walls of all Homes;

(g) all rear yard swales and water management features contained on a Lot (if not otherwise the responsibility of the Association); and

(h) all originally-installed lines, pipes, sprinkler heads and facilities necessary for the irrigation of the lawns and landscaping within the Lots (provided, however, that any lines, pipes, sprinkler heads and facilities added by the Homeowner, and replacement of any lines, pipes, sprinkler heads and facilities which does not pertain to damage resulting from the Association's maintenance of lawns/sod and landscaping on a Lot, shall be the sole responsibility of the Homeowner).

Notwithstanding the foregoing, the Association shall not be responsible for painting, repair or replacement (as the case may be) of any component of a Lot which results from or is necessitated by fire or other casualty. To the extent such painting, repair or replacement is necessitated by the negligence or misconduct

of the Homeowner, tenants, guests or invitees, or of other Homeowners or their tenants, guests, or invitees, the cost and expense thereof shall be paid by such Homeowners. Except as otherwise provided herein, routine maintenance and repair expenses incurred by the Association shall be Common Expenses.

The costs and expenses of the foregoing Association responsibilities constitute the basic and general expenses of the Association, and said expenses are to be paid by Members as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through the Board, to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such Assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles. The Board shall have the power and authority to levy a Special Assessment, should one become necessary, as determined by it in its sole discretion, and said Special Assessment shall be determined, assessed, levied and payable in the manner determined by the Board as hereinafter provided in the Governing Documents. A General Assessment shall be payable in advance or monthly, quarterly, or on a semi-annual or annual basis or otherwise as determined by the Board.

6.2 Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, if any, further having the power to delegate to such contractor any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

6.3 Pest Control. With the recording of this Declaration, the Association has no obligation or duty to provide pest control services to the interior of the Homes (such responsibility being that of the individual Homeowners). However, if in the future the Board determines that it is appropriate to do so, pest control services shall be undertaken by the Association, with the costs and expenses of same being a part of the Common Expenses.

6.4 Actions of the Initial Board. The undertakings and contracts authorized by the first Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board duly elected by the membership of the Association.

Article 7: Maintenance of Homes and Lots; Failure to Maintain; Insurance

7.1 Homeowner Maintenance Responsibilities.

7.1.1 Except as otherwise provided herein, each Homeowner shall be responsible for the maintenance, repair and replacement of all improvements on such Homeowner's Lot and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by the Homeowner. A Homeowner shall undertake all personal activities so as to keep and maintain that Homeowner's Lot and the Home and Lot in good repair and in a neat and attractive condition at all times. The minimum, but not exclusive, standard for maintenance of improvements shall be consistency with the Community-Wide Standards and with the general appearance of the other occupied improvements or Lots in the Property as a whole when initially constructed and improved.

7.1.2 A Homeowner's maintenance responsibilities as set forth in this Declaration are mandatory and shall be complied with even if a Homeowner does not reside on and/or occupy such Homeowner's Lot. A Homeowner may not waive or otherwise avoid applicable maintenance responsibilities by abandonment of such Homeowner's Lot.

7.2 Failure to Maintain Home and/or Lots. In the event that an Homeowner of any Lot shall fail to maintain or repair the Lot and/or the Home in a manner required under this Declaration and as determined by the Association from time to time, within thirty (30) days' written notice of same, the Association, after

approval by a majority of the members of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and/or the Home as required under this Declaration and as determined by the Association. The cost of same shall be charged to the Homeowner as a Specific Assessment, the nonpayment of which may lead to foreclosure of the lien for such Specific Assessment in accordance with the provisions of Article 8 hereof.

7.3 Insurance

7.3.1 Insurance Obtained by Homeowners.

(a) By virtue of taking title to a Lot, a Homeowner agrees to carry obtain and maintain a standard H06 condominium homeowners (or like) insurance policy insuring the Home and the personal property therein, all floor, wall and ceiling coverings, all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the Home and required to be repaired or replaced by the Homeowner, and all alterations, additions and improvements made to the Home or the Common Property by the Homeowner or existing as of the date that the Homeowner took title to the Lot.

(b) Each Homeowner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that the Homeowner bears financial responsibility for any damage to the Lot or Home or liability to others that would otherwise be covered by such insurance. In addition to the foregoing, each Homeowner shall be required to purchase loss assessment protection at the maximum available coverage amount pertaining to the Lot and Home.

(c) Each Homeowner covenants and agrees that in the event of either a total loss or a partial loss or damage resulting in less than total destruction of the Home and other improvements on such Homeowner's Lot, the Homeowner shall proceed promptly to repair and/or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are or may be approved in accordance with this Declaration.

(d) The Homeowner shall pay any costs of repair and/or reconstruction which are not covered by insurance proceeds.

(e) If requested, a Homeowner shall provide the Association with a copy of the insurance binder evidencing the coverage purchased and the amount of coverage.

(f) The Association shall have the power, but not the obligation, to undertake legal proceedings to compel compliance with this insurance requirement, and the Association shall have no obligation to maintain any record or log of insurance policies owned and maintained by the Homeowners.

7.3.2 Association Insurance; Duty and Authority to Obtain. The Board shall obtain and keep in force the insurance coverage as though this was a residential condominium governed by Chapter 718, Florida Statutes, as amended from time to time, and as required under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Homeowners without naming them, and their Mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure. Once a permanent or temporary certificate of occupancy has been issued for any Home within a building, the Association shall then be responsible for obtaining and maintaining insurance on the entire building in accordance with this Section 7.3.

7.3.3 Required Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the individual Lots, as well as all Common Property, in such amounts, and with such deductibles, as is determined annually by the Board to be reasonable in the exercise of its good business judgment, such insurance to afford at least the following protection:

(a) loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "all risk" property contract;

(b) premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board, with cross liability endorsement to cover liabilities of the Homeowners as a group to a Homeowner. The Association's liability coverage does not extend to accidents, injuries or deaths occurring inside the Homes;

(c) automobile liability for bodily injury and property damage for owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board; and

(d) statutory fidelity bond.

7.3.4 Hazard Insurance**.**

(a) Every hazard insurance policy issued or renewed shall provide primary coverage for:

(i) all buildings or other Lot improvements as initially installed on a Lot or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the building was developed and the Home was initially conveyed; and

(ii) all portions of the Property for which this Declaration requires coverage by the Association.

(b) Notwithstanding any provision herein to the contrary, the terms "building(s)", or "other Lot improvements," or any other term found in this Declaration which defines the scope of property or casualty insurance that the Association is required to obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments (including, but not limited to, curtains, drapes, blinds, hardware and similar window treatment components), or replacements of any of the foregoing which are located within the boundaries of a Lot and serve only one Lot and all air conditioning compressors that service only an individual Lot whether or not located within the Lot boundaries.

(c) Every hazard insurance policy issued to or renewed by an individual Homeowner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to or renewed by an individual Homeowner providing such coverage shall be without rights of subrogation against the Association. All real or personal property located within the boundaries of the Homeowner's Home which is excluded from the coverage provided by the Association as set forth above shall be insured by the individual Homeowner.

7.3.5 Optional Coverage**.** The Association may purchase and carry other such insurance coverage as the Board may determine to be in the best interest of the Association and the Homeowners. Some of the more common options include:

(a) flood insurance;

(b) broad form comprehensive general liability endorsement;

(c) directors and officers liability;

(d) medical payments;

(e) leakage, seepage and wind-driven rain;

(f) worker's compensation insurance (as and the extent applicable and/or required); and

(g) endorsement for loss by operation of local ordinance.

7.3.6 Insurance Policies as Official Records. Copies of all Association policies shall constitute a part of the Association's official records and shall be available for inspection and copying by Homeowners or their authorized representatives upon request.

7.3.7 Waiver of Subrogation**.** If available and where applicable, the Board shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Homeowners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

7.3.8 Insurance Proceeds**.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Homeowners and their Mortgagees as their interests may appear, and all proceeds from policies purchased by the Association shall be payable only to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Homeowners and their respective Mortgagees.

(a) Mortgagee. If a Mortgagee endorsement has been issued as to a Lot, the shares of the Mortgagee and the Homeowners shall be as their interests appear. No Mortgagee shall have the right to require application of insurance proceeds to any Mortgage it may hold against a Lot, unless insurance proceeds on account of damage to that Lot are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no Mortgagee shall have the right to participate in determining whether improvements will be repaired or reconstructed after casualty.

(b) Deductibles. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion to the amount each party's loss bears to the total.

7.3.9 Distribution of Proceeds**.** Insurance proceeds from Association policies shall be distributed to or for the benefit of the Homeowners in the following manner:

(a) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(b) Cost of Repair or Reconstruction. If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be paid to defray the costs of reconstruction. Any proceeds remaining after repairs and reconstruction shall be distributed to the beneficial Homeowners, remittances to Homeowners and their Mortgagees being paid jointly to them.

(a) Failure to Repair or Reconstruct. If it is determined in the manner elsewhere provided in this Declaration that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds on account of that damage shall be distributed to the beneficial Homeowners, remittances to Homeowners and their Mortgagees being payable jointly to them.

7.4 Acknowledgement of Homeowners. **EACH HOMEOWNER, BY VIRTUE OF TAKING TITLE TO A LOT, ACKNOWLEDGES AND AGREES, AND SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED, THAT (1) THE ASSOCIATION HAS OBLIGATIONS PERTAINING TO THE HOMES AND LOTS AS PROVIDED IN SECTION 6.1 HEREOF, NOTWITHSTANDING THE FACT THAT SUCH ACTIVITIES ARE OCCURRING ON PRIVATE PROPERTY, (2) THE HOMEOWNER SHALL NOT INTERFERE WITH THE ASSOCIATION'S PERFORMANCE OF ITS DUTIES AND OBLIGATIONS AS CONTEMPLATED UNDER THIS DECLARATION, (3) DECLARANT HAS NO DUTY OR OBLIGATION WITH REGARD TO THE HOMEOWNER'S MAINTENANCE, REPAIR, REPLACEMENT AND/OR RECONSTRUCTION DUTIES AND OBLIGATIONS PERTAINING TO A HOME OR LOT UNDER THIS DECLARATION, (4) THE HOMEOWNER UNDERSTANDS AND AGREES TO ITS OBLIGATIONS FOR MAINTENANCE AND REPAIR UNDER THIS DECLARATION; AND (5) THE HOMEOWNER MUST OBTAIN INSURANCE COVERAGE TO PROTECT THE HOME AND THE LOT AS CONTEMPLATED IN SECTION 7.3 HEREOF.**

Article 8: Covenant for Assessments; Fines; Collection of Rents from Tenants

8.1 Assessments Established. Each Homeowner of any Lot, by virtue of taking title to a Lot, whether or not expressed in the instrument of conveyance, covenants and is deemed to covenant to pay to the Association:

8.1.1 General Assessments, as defined in Section 8.2 hereof;

8.1.2 Special Assessments, as defined in Section 8.6 hereof;

8.1.3 Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 8.7 hereof; and

8.1.4 All taxes, if any, that from time to time may be imposed upon all or any portion of the Assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each Assessment is made as provided in Section 8.10 hereof.

All Assessments shall be based upon a calculation represented by a fraction, the numerator of which is the square footage contained within the boundaries of the particular Home and the denominator of which is the total square footage contained within the boundaries of all Homes in the Community. For purposes of clarity, said square footage boundary of the Home is defined to mean the sum of the air conditioned portion of the Home plus the square footage of the garage contained within the Home.

8.2 Purpose of Assessments; General Assessment. The Assessments levied by the Association must be used exclusively to promote the common good and welfare of the Residents, to operate and manage the Association and the Common Property, and to perform such duties or as otherwise may be required by this Declaration and the Articles and By-Laws. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association.

8.3 Initial General Assessment. The initial General Assessment shall be determined in the Association's initial Budget and will remain in effect until a different General Assessment may be determined as provided in Section 8.4 hereof.

8.4 Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be fixed by the Board at least 30 days in advance of each General Assessment period, and shall be based upon the adopted Budget. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General

Assessment, written notice of the amount of the General Assessment should be given to every Homeowner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid Assessment. The General Assessment shall be paid in equal monthly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable Assessment period without penalty or other consideration; provided, however, at the discretion of the Board, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected on a monthly basis.

8.5 Declarant's Assessments; Deficit Funding.

8.5.1 Notwithstanding any provision of the Governing Documents to the contrary, prior to Transfer of Control, Declarant shall not be obligated to pay any Assessment for any Lot which it may own during any period of time that Declarant shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources. The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of Common Property, and the Assessments levied against the Members other than Declarant. Such difference, herein called the "deficit funding," shall not include any reserve for replacements, operating reserves (if any), depreciation reserves (if any) or capital expenditures. Declarant shall be obligated for deficit funding for each year of operation until such time that Declarant shall give written notice to the Board terminating its responsibility for deficit funding during the next succeeding fiscal year. Upon giving such notice, each Lot owned by Declarant for which a certificate of occupancy has been issued for the Home constructed thereon shall thereafter be assessed in the same manner as Lots owned by Homeowners other than Declarant.

8.5.2 Notwithstanding any provision herein to the contrary, any deficit funding provided by Declarant pursuant to this Section shall automatically terminate as of Transfer of Control.

8.5.3 Any surplus may either be paid to Declarant after the conclusion of the fiscal year or carried forward to the next fiscal year at the sole option of Declarant. There is no limit to the number of years for which a surplus may be accumulated. Any surplus remaining at Transfer of Control shall be paid to Declarant. In conjunction with Transfer of Control, an audit will be conducted to determine the cumulative "due to" or "due from" Declarant for the term of the deficit funding.

8.5.4 Deficit funding by Declarant under this Section 8.5 shall not preclude the levying of Special Assessments against the Homeowners to defray the costs of Association expenses not contemplated under the Budget for that fiscal year.

8.5.5 Subsequent to Transfer of Control, or upon such time as deficit funding is discontinued, Declarant shall be responsible for the payment of Assessments only upon Lots which it owns and on which a Home has been constructed for which a certificate of occupancy has been issued.

8.6 Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the Budget prepared and on which the General Assessment was based, or as described in Section 8.5 hereof. Notwithstanding the foregoing, no Special Assessment against the Homeowners shall exceed 1/12 of the total of the General Assessments levied against the Homeowners for that fiscal year without the prior approval of 75% of the votes eligible to be cast in Association matters. In addition, prior to Transfer of Control, the Board shall only levy a Special Assessment with the approval of a majority of non-Declarant Members at a duly-called special meeting of the Members at which a quorum is present.

8.7 Specific Assessments. Any and all accrued liquidated indebtedness of any Homeowner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Homeowner's Lot after such Homeowner fails to pay it when due and such default continues for 30 days after written notice.

8.8 Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform for each Homeowner throughout the Community.

8.9 Commencement of General Assessment. The General Assessment as to each Lot owned by a Homeowner other than Declarant shall be prorated as of the day of closing for the current installment period, and thereafter the first full payment shall be due and owing on the first day of the next full installment period.

8.10 Effect of Nonpayment of Assessment; Lien.

8.10.1 If any Assessment is not paid on or before the past-due date specified herein, then such Assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date, late charges, attorney's fees, and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such Assessment is made.

8.10.2 Said lien shall be evidenced by a claim of lien recorded in the public records of the County, shall be effective from and as of the time of recording and shall relate back to the original date of recordation of this Declaration, and shall continue in effect until all amounts due to the Association are paid in full, except as specifically stated below in Section 8.15. Notwithstanding the foregoing to the contrary, neither the recording of, nor failure to record, any such claim of lien will affect the existence or priority of the Association's lien.

8.10.3 Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of this Declaration, the By-Laws and the Act, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent and/or accelerated Assessment(s) or installment(s) thereof. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

8.10.4 If any Assessment, or a portion thereof, is delinquent for more than 30 days, or if a Mortgage foreclosure action is filed to foreclose a Mortgage against a Lot, then the Association may accelerate by general policy, administrative decision or otherwise the remainder of all Assessment installments for the fiscal year.

8.10.5 Except for liens for all sums validly secured by any First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority.

8.10.6 Sale or transfer of a Lot does not affect the Association's claim of lien.

8.11 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Assessments have been paid and, if not, the unpaid balance(s).

8.12 Remedies of the Association. If any Assessment, or a Homeowner or tenant's other monetary obligation to the Association, is not paid within 30 days of its due date, the Association may proceed with all remedies available, including, but not limited to, suspending use and voting rights and bringing an action at law against the persons and entities personally obligated to pay the same, and proceeding with an action in equity to foreclose the lien against the Lot, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, interest following conclusion of the 30 day grace period at the rate of 15% per annum or such other rate as may be from time to time determined by the Board (provided, however, that such rate shall not exceed the maximum rate

allowed by law not constituting usury), late charges, costs of collection and attorney's fees. The prevailing party in any such claim shall also be awarded attorney's fees and costs. No Homeowner may waive or otherwise escape liability for the Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

8.13 Reimbursement of Fee for Worthless Check. In the event the Association incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Association for the payment of any Assessment or other sum due to the Association, the issuer of such worthless or otherwise uncollectible check shall reimburse the Association for such bank service charge or fee incurred, together with an administrative processing fee of $25.00.

8.14 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Homeowner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Homeowner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Homeowner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

8.15 Subordination of the Lien to First Mortgages.

8.15.1 The claim of lien filed by the Association shall be subordinate to the lien of any First Mortgage held by a First Mortgagee recorded and valid before the effective date of this provision.

8.15.2 If a Mortgage against a Lot (i) is properly recorded as a First Mortgage before the Association's claim of lien is recorded and (ii) maintains First Mortgage priority, then the liability of the Lot and the First Mortgagee (and its successor or assignee who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the subsequent holder of the First Mortgage) for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited to the lesser of:

(a) The Lot's unpaid Assessments which accrued or came due during the 12 months immediately preceding the acquisition of title or for which payment in full has not been received by the Association; or

(b) 1% of the original debt secured by the First Mortgage.

8.15.3 The limitation of liability for payment of Assessments contained in this Section applies only if the First Mortgagee joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the First Mortgagee.

8.15.4 All unpaid Assessments as a result of this exception are Common Expenses, collectible from all of the Homeowners, including the new Homeowner and the Homeowner's successors and assigns. Such new Homeowner is not excused from liability for any Assessments against the Homeowner's Lot which accrue after the Homeowner's acquisition of title; provided, however, that if the Association is the grantee, it is excused from payment. Notwithstanding the foregoing, First Mortgagee

shall be exempt from liability for Assessments coming due before the First Mortgagee receives title to the Lot as the result of a foreclosure or deed-in-lieu of foreclosure.

8.15.5 The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Section; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

8.15.6 The liability limitations contained in this Section for First Mortgagees shall be expanded in the Association's favor to the fullest extent permitted by the Act, as amended from time to time.

8.16 Homesteads. By virtue of taking title to a Lot, each Homeowner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

8.17 Reserves.

8.17.1 There is and shall be no requirement for the collection of any reserves for future or deferred maintenance. From time to time, the Association, through the Board, may elect to collect reserves, in which event such amounts shall be a Common Expense. If the Board determines that reserves are to be collected, (a) the Board shall determine the appropriate level of the reserves based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, and/or performance of required maintenance of Homes and Lots pursuant to this Declaration, and (b) the Budget shall disclose the exact monies collected and the reserve categories involved.

8.17.2 Notwithstanding any provision herein to the contrary, Declarant shall not have any duty, obligation or responsibility for funding any reserves pertaining to Lots owned by Declarant at any time, in accordance with Section 720.303(b)(i)1. of the Act or any other applicable provisions of the Act.

8.18 Suspensions and Fines.

8.18.1 In the event that a Homeowner is more than ninety (90) days delinquent in the payment of a monetary obligation due to the Association, the Association shall have the power, but not the duty, to suspend (i) the right of a Homeowner, such Homeowner's tenant, guest, or invitee, and a Resident to use Common Property or facilities, and (ii) the voting rights pertaining to a Lot (the vote pertaining to such suspended Lot shall not be counted towards the total number of voting interests as defined in the Act). The notice and hearing requirements applicable to suspension of rights in Section 8.18.2 hereof are not applicable to this Section 8.18.1. Any imposed suspension pursuant to this Section 8.18.1 will end upon full payment of all obligations currently due or overdue to the Association.

8.18.2 Separate and apart from, but not in a manner inconsistent with, Section 8.18.1 hereof, the Association shall have the power to suspend, for a reasonable period of time, the rights of a Homeowner and/or such Homeowner's tenants, guests or invitees to use the Common Property, and to levy reasonable fines against same not to exceed the greater of $100.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Governing Documents. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.18.1 hereof) may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 Homeowners of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and fines of a continuing nature may be charged up to a maximum of $10,000. A fine of more than $1,000 may become a lien against the Lot. Such committee shall

be appointed by the Board and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.18.1 hereof) may be imposed except upon majority approval of the Homeowners of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians ingress and egress to and from such offending person's Lot. The voting rights of a Homeowner may not be suspended by the Association (other than suspensions due to a monetary obligation delinquency of more than 90 days pursuant to Section 8.18.1 hereof).

8.19 Administrative Processing Fee. Upon each closing of the purchase and sale of a Home between Homeowners, the new Homeowner shall pay to the Association an administrative processing fee (the "Administrative Processing Fee") of $75.00, which amount shall be utilized to process the new Homeowner into the Association's recordkeeping and other systems. The Administrative Processing Fee will not be considered an advance payment of Assessments by the Homeowner. Notwithstanding any provision herein to the contrary, the Administrative Processing Fee shall not apply to any conveyances made by Declarant to a third party purchaser.

8.20 Collection of Rents from Tenants.

8.20.1 If a Lot is occupied by a tenant and the Homeowner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Homeowner related to the Lot have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Lot.

8.20.2 The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

> Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the homeowners' association and continue doing so until the association notifies you otherwise.
>
> Payment due the homeowners' association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address) , payable to (name) .
>
> Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would then begin with the next rental period.
>
> Pursuant to section 720.3085(8), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord.

8.20.3 A tenant is immune from any claim by the Homeowner related to the rent timely paid to the Association after the Association has made written demand.

8.20.4 If the tenant paid rent to the landlord or Homeowner (if different) for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Homeowner until the Association releases the tenant or the tenant discontinues tenancy in and of the Lot. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the Homeowner of the Association's demand that the tenant pay monetary obligations to the Association.

8.20.5 The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of the monies paid to the Association.

8.20.6 The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes, and specifically has no obligations under Section 83.51, Florida Statutes.

8.20.7 The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Homeowner to vote in any election or to examine the books and records of the Association.

8.20.8 A court may supersede the effect of this Section 8.20 by appointing a receiver.

8.21 Initial Contribution. Upon the closing of a Lot from Declarant to a third party purchaser, such third party purchaser shall pay an "Initial Contribution" to Declarant, such amount initially being $500.00 but which amount may vary from time to time in Declarant's sole discretion. The funds derived from Initial Contributions paid by Homeowners shall be used at the sole discretion of Declarant for any purpose, including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs.

Article 9: Architectural Control

9.1 ARC Guidelines. Until Transfer of Control, Declarant shall have the exclusive power and right to adopt from time to time the ARC Guidelines, which standards shall be applied by the ARC and the Board in their respective capacities as provided hereinafter. No material alteration, modification or addition to a Home, or a material change in external appearance of a Home, or any modification, addition or deletion to or from the landscaping as contained on a Lot subsequent to initial installation by Declarant, shall be undertaken without the prior written approval of the ARC in accordance with this Article. The ARC Guidelines shall be created by Declarant and may be changed in the future by Declarant from time to time in its sole discretion. Subsequent to Transfer of Control, the Association shall inure to the powers and rights of Declarant under this Article.

9.2 Role of the Board and the ARC. The purpose of the Board and the ARC is insure that all improvements within the Community shall present an attractive and pleasing appearance from all sides of view. All references to the ARC shall also reference the Board. The ARC and the Board shall comply with the terms and provisions of the Commercial Declaration, and any approval by the ARC shall then require approval by the Commercial Association's architectural control committee if and to the extent mandated under the Commercial Declaration.

9.3 Composition of the ARC. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be solely responsible for appointing the members of the ARC (it being Declarant's intention to ensure harmonious and consistent use of the various portions of the Property by the Homeowners), and the number of members shall be permitted to change from time to time in the sole discretion of Declarant. Subsequent to the time that Declarant no longer owns any portion of the Property, (a) the Board shall appoint the chairman and the members of the ARC, (b) the ARC shall consist of not less than 3 members, (c) the Board may remove ARC member(s) if determined beneficial, and (d) where a vacancy or vacancies on the ARC occurs, a successor or successors shall be appointed by the Board. Notwithstanding the foregoing to the contrary, if Declarant decides to relinquish its right to appoint the members of the ARC prior to such time that Declarant no longer owns any portion of the Property, Declarant shall record a notice in the public records of the County to such effect and the Board thereafter shall be solely responsible for appointing the members of the ARC.

9.4 Powers of the ARC. The ARC shall represent, act as directed by, and report to the Board; however, the Board shall retain final authority, as the ARC is a committee of the Board. The ARC shall evaluate, control and approve construction, remodeling, or additions to the buildings and structures and other improvements on each Lot in the manner and to the extent set forth herein. No building or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the ARC and/or the Board, have been submitted to and approved in writing by the Board. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

9.5 Plans and Specifications. The ARC shall require that all Plans and Specifications be accompanied by site plans showing the detail of the siting of the structure or improvement under consideration. As a prerequisite to consideration for approval, the Homeowner shall submit to the ARC Plans and Specifications and other documentation and materials as determined by the ARC from time to time. In addition, if requested by the ARC, there shall be submitted to the ARC for consideration such samples of building materials proposed to be used as the ARC shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the ARC or the Board upon application of the Homeowner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Association forms.

9.6 Recommendations of the ARC. Once the ARC has received and reviewed the Plans and Specifications submitted by an Homeowner, no later than 30 days following receipt of all required Plans and Specifications, the ARC shall either (a) approve or disapprove the proposal of the Homeowner, or (b) request additional information as the ARC deems necessary in its discretion to be able to render a decision.

9.7 Approval of Plans and Specifications. Upon written approval of the Plans and Specifications, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Homeowner's expense. All costs and expenses of the Association (including attorney's and paraprofessional's fees) related to the enforcement of these covenants shall be paid by the Homeowner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved. Each Homeowner, by virtue of taking title to a Lot, hereby acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that approval of the ARC in no manner eliminates any obligation to obtain Governmental Entity approval for the contemplated activity, or that upon proper application to such Governmental Entity the contemplated activity will be permitted. Any approval of a proposed activity by the ARC shall immediately and automatically become null and void upon a written rejection of an application to a Governmental Entity for authorization to undertake the proposed activity (e.g., denial of a building permit).

9.8 Rejection of Plans and Specifications. The ARC shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of Declarant of the Property. In the event the ARC rejects such Plans and Specifications as submitted, the ARC shall so inform the Homeowner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the ARC may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Lot upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots.

9.9 Appeal by Aggrieved Owner.

9.9.1 Prior to Transfer of Control. Prior to Transfer of Control, if the ARC rejects such Plans and Specifications, the aggrieved Homeowner and/or any other interested Homeowner may appeal such adverse decision to the Board, and any decision by the Board shall be final and binding.

9.9.2 Subsequent to Transfer of Control. Subsequent to Transfer of Control, if after the Board's review the appealing Homeowner is still in disagreement with the Board's decision, such Homeowner may appeal such adverse decision by submitting in writing to the Board a request to call a special meeting of all Members to consider the propriety of the Board' decision within 10 days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Homeowner. At such special meeting, the proposal made by the Homeowner and the decision of the ARC and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Homeowners. A vote of a majority of the total voting interests eligible to vote and present in person or by proxy of a duly-called and noticed meeting of the Members at which a quorum is present shall be necessary to overturn an adverse decision of the ARC and the Board against the Homeowner.

9.10 No Waiver of Future Approvals. The approval of the ARC of any proposals or Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

9.11 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

9.12 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Homeowner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded from doing further work within the Property by the Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ARC, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the Governing Documents.

9.13 Right to Inspect. Subject to reasonable advance notice for occupied Homes, there is specifically reserved unto the ARC the right of entry and inspection upon any Lot for the purpose of determination by the ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms and provisions of this Declaration or of any other covenant, conditions and restrictions to which a deed or other instrument of conveyance or plat makes reference. The ARC is specifically empowered to enforce the terms and provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's and paraprofessional's fees in connection therewith and the same shall be assessable and collectible in the same manner as any Specific Assessment provided for herein. The Association shall indemnify and hold harmless each member of the ARC from all costs, expenses, and liabilities, including attorney's and paraprofessional's fees, incurred by virtue of any service by a member of the ARC. A perpetual, non-exclusive easement over, across and through the private roadways of the Community and a right of entry upon any Lot is hereby granted to the County and other applicable Governmental Entity for the limited purpose of permitting code inspectors to inspect and examine the construction of improvements, additions, or modifications on such Lot.

9.14 Exemption. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Declarant on any portion of the Property and from time to time shall be exempt from the provisions of this Article.

9.15 Amendment. This Article may not be amended without Declarant's written consent in its sole and absolute discretion so long as Declarant owns any portion of the Property or until Declarant has elected not to add any additional property to the scope of this Declaration (through recording of a notice in the public records of the County to such effect), whichever occurs last.

9.16 Compliance with Governmental Entity Requirements. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all Governmental Entities, and the Homeowner shall be required to obtain an appropriate building permit from the Governmental Entities when required by controlling Governmental Entities. Any consent or approval by the Association to any addition, alteration, improvement, or change may be conditioned upon the Homeowner requesting such approval obtaining a building permit for same, or providing the Association with written evidence from the controlling Governmental Entity that such permit will not be required, and in that event the Homeowner requesting architectural approval shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Association.

9.17 No Liability. Notwithstanding anything contained herein to the contrary, Declarant or the ARC, as applicable, shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Homeowner or any other Person due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any applicable standards, guidelines and/or criteria or are in fact architecturally or aesthetically appropriate, or comply with any applicable Governmental Entity requirements, and Declarant, the ARC or the Association, as applicable, shall not be liable for any defect or deficiency in such plans or specifications or improvement, or any injury resulting therefrom.

Article 10: Surface Water Drainage and Management System

10.1 Homeowner Acknowledgment. Due to groundwater elevations underneath the Property, priorities established by Governmental Entities, and other causes outside of the reasonable control of Declarant and the Association, water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither Declarant nor the Association shall have any liability for aesthetic conditions, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels.

10.2 System Defined. The "Surface Water Drainage and Management System" shall be the portions of the Property including improvements thereon which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water or prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges from such system as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Property. The Surface Water Drainage and Management System shall be governed by the Governmental Entities' construction plans for the Property, which are on file with the Governmental Entities, as well as the WMD Permit.

10.3 Maintenance by the Association. The Surface Water Drainage and Management System shall be owned and maintained by the Association in compliance with all approvals, codes and regulations of any applicable Governmental Entities. Maintenance of the Surface Water Drainage and Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Governmental Entities, and shall specifically include, but not be limited to, maintenance of aquatic

vegetation, lake beds, lake banks, lake liners, littoral planting and lake maintenance easements which pursuant to the terms of this Declaration, plat or agreement are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the Surface Water Drainage and Management System shall be as permitted by the Governmental Entities.

10.4 Prohibited Actions. Neither the Association nor any Homeowner shall take any action which modifies the Surface Water Drainage and Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the Governmental Entities, Declarant so long as Declarant owns any portion of the Property, and the party who has the obligation to maintain the Surface Water Drainage and Management System.

10.5 Easements. The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Drainage and Management System. The Association and the Governmental Entities shall have non-exclusive easements for use of the Surface Water Drainage and Management System, and an easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Drainage and Management System, provided such easement rights shall be exercised in a manner which does not unreasonably disturb use or condition of the Property. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over, across, under and through the Property. No Person shall alter the drainage flow of the Surface Water Drainage and Management System, including buffer areas or swales, without the prior written approval of the WMD.

10.6 Conveyance by Declarant. Declarant may convey its ownership interest in the lakes, preserves, conservation areas, or other surface water drainage and management systems within the Property to the Association, together with easements for maintenance and other drainage improvements, such as by way of example and without limitation, weirs and underground pipes.

10.7 Amendments Impacting the Surface Water Drainage and Management System. Any amendment of this Declaration which would affect the Surface Water Drainage and Management System or the responsibility of the Association to maintain or cause to be maintained the Surface Water Drainage and Management System must have prior written approval by (a) the WMD (which shall advise the Association if a modification to the WMD Permit is necessary as a result of the amendment), and (b) the County.

10.8 Enforcement. Declarant, the Governmental Entities, the Association and each Homeowner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water Drainage and Management System and maintenance of all easements and rights-of-way.

10.9 Maintenance by Homeowners. Declarant may have constructed a drainage swale and/or drainage berm, as part of the Surface Water Drainage and Management System, upon one or more Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot(s) from time to time. Each Homeowner, including builders, shall be responsible for the maintenance, operation and repair of the swales and/or berms on such Homeowner's Lot. "Maintenance, operation and repair" shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales and/or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the WMD. Filling, excavation, construction of fences, placement of any improvement, placement of any structure or otherwise obstructing the surface water flow in any swale and/or berm is prohibited. No alteration of any drainage swale and/or drainage berm shall be authorized and any damage to any drainage swale and/or drainage berm, whether caused by natural or human-induced phenomena, shall be promptly repaired and the drainage swale and/or drainage berm returned to its former condition as soon as possible by the Homeowner of the Lot upon which that drainage swale and/or drainage berm is located.

10.10 Wetland Mitigation and Monitoring. Pursuant to the WMD Permit, the Association is responsible for wetland mitigation and monitoring activities and meeting all applicable requirements under

the WMD Permit in perpetuity or until such time as the WMD releases the Association from such requirements.

10.11 Action by the WMD. The WMD shall have the right to undertake enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Drainage and Management System or in mitigation or conservation areas under the Association's responsibility (if any).

10.12 Continuity of Operation and Maintenance of the Surface Water Drainage and Management System. The Association shall have perpetual existence. However, should the Association be terminated, dissolved or liquidated, the Surface Water Drainage and Management System will be transferred to and maintained by one of the entities identified in Sections 12.3.1(a) through (f) of the WMD's Applicant Handbook Volume I ("Handbook"), which entity shall have the powers listed in Sections 12.3.4(b)1. through 8. of the Handbook, the covenants and restrictions required in Sections 12.3.4(c)1. through 9. of the Handbook, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water Drainage and Management System and in Section 12.3.4(d)1. or 2. of the Handbook prior to the Association's termination, dissolution or liquidation. The WMD shall approve such entity prior to such termination, dissolution or liquidation of the Association. Further, for purposes of clarity, the WMD shall have the right to take enforcement measures in accordance with Section 12.3.4(c)(8) of the Handbook.

10.13 Requirements Imposed Upon the Association's Registered Agent. The registered agent for the Association shall be responsible for maintaining copies of the WMD Permit and any further permitting actions for the benefit of the Association.

Article 11: Miscellaneous Provisions Respecting Mortgages

The following provisions are intended for the benefit of a First Mortgagee and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

11.1 Notices of Overdue Assessments; Foreclosure. If any First Mortgagee or other person, persons, or entity that is its successor or assign as a subsequent holder of the First Mortgage (the "Acquiring Party") either (a) obtains title to a Lot as a result of a foreclosure of a recorded First Mortgage or (b) receives a deed in lieu of foreclosure of a recorded First Mortgage, that Acquiring Party shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments or charges in favor of the Association against that became due prior to the earlier of the following: (i) the date of the transfer of title to the Acquiring Party, or (ii) the date on which the Acquiring Party comes into possession of the Lot. Notwithstanding anything herein to the contrary, the provisions of this Section 11.1 may not be interpreted or applied in a manner that impairs or otherwise diminishes, in any manner, any preexisting rights of Declarant's lender or its successors or assigns.

11.2 Rights of First Mortgagees, Insurers and Guarantors. Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

11.2.1 to examine current copies of this Declaration, the By-Laws, all Rules and Regulations, and the books and records of the Association during normal business hours;

11.2.2 to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Homeowners at the end of each of its respective fiscal years; provided, however, that in the event that an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

11.2.3 to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

11.2.4 to receive written notice of any decision by the Homeowners to make a material amendment to this Declaration, the By-Laws or the Articles;

11.2.5 to receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

11.2.6 to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

11.3 Distribution of Proceeds. No provision of this Declaration or the Articles or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give a Homeowner or any other party priority over the rights of the First Mortgagees pursuant to their Mortgages in the case of distribution to Homeowners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

11.4 Termination of the Community. Unless the First Mortgagees of the individual Lots representing at least 67% of the votes in the Association have given their prior written approval, neither the Association nor the Homeowners shall be entitled to terminate the legal status of the Community for reasons other than substantial destruction or condemnation thereof.

11.5 Notice of Damage, Destruction or Condemnation. Upon specific written request to the Association, a First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds $10,000.00. If damages shall occur to such Lot in excess of $1,000.00, notice of such event shall also be given.

11.6 Condemnation; Priority of Awards. If any Lot or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition, and no provisions of any document will entitle the Homeowner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

11.7 Rights of First Mortgagees. Any First Mortgagee has the following rights:

11.7.1 Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

11.7.2 Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

11.7.3 Financial Statements. Upon written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

11.7.4 Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its

costs, any First Mortgagee also is entitled to receive any notice that it required to be given to the Class A Members of this Association under any provision of the Governing Documents.

Article 12: Damage, Destruction, Condemnation and Restoration of Improvements

12.1 Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus reserves (if any), shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and the reserves (if any), shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in such event, within 180 days after said damage or destruction, the Homeowners shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the reserves (if any) are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Homeowners and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Homeowners, after first paying from the share of each Homeowner the amount of any unpaid liens on such Homeowner's Lot, in the order of the priority of such liens.

12.2 Withdrawal of Property From Declaration. In the case of damage or other destruction, upon the unanimous affirmative vote of the Homeowners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from this Declaration. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Homeowners, shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Assessments on such Lot or portion thereof by the Homeowner shall cease.

12.3 Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Homeowner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Homeowners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Assessments on such Lot or portion thereof by the Homeowner shall cease. The Association shall represent the Homeowners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Homeowners on the basis of an equal share for each Lot, after first paying from the share of each Homeowner the amount of any unpaid liens on such Homeowner's Lot, in the order of the priority of such liens.

Article 13: Termination of the Community

At a meeting called for such purpose, the Homeowners, by affirmative vote of 90% of the total votes eligible to be cast in Association matters, may elect to terminate the legal status of the Community (via termination of this Declaration) and sell the Common Property as a whole. Within 10 days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers and Guarantors entitled to notice under Article 11 hereof, and the termination shall only be effective upon the affirmative vote required under Section 11.4 hereof. Such action shall be binding upon all Homeowners, and it shall thereupon become the duty of every Homeowner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination

and sale. The Association shall represent the Homeowners in any negotiations, settlements and agreements in connection with termination of the Community and sale of the Common Property, and any proceeds obtained therefrom shall be first used to pay all expenses and outstanding obligations of the Association and the remainder, if any, shall be divided among all Homeowners on the basis of an equal share for each Lot.

Article 14: Operation

The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns.

Article 15: General Provisions

15.1 Enforcement. Unless expressly provided otherwise, the Association, or any Homeowner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of the Governing Documents. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving the Governing Documents, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Homeowner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Homeowner's Lot, as provided in Article 8 hereof. Failure by the Association or by any Homeowner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

15.2 Amendment.

15.2.1 Except as may be otherwise provided herein, Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date of Transfer of Control. Except as may be otherwise provided herein, commencing on the date of Transfer of Control, this Declaration may be amended by an instrument so executed by the Association and approved by not less than sixty percent (60%) of the votes eligible to be cast in Association matters. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Homeowners. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

15.2.2 Notwithstanding the provisions of Section 15.2.1 hereof or any other provision in the Governing Documents to the contrary:

(a) no instrument of amendment or termination shall be effective while there are Class B memberships unless 100% of the Class B Members shall approve and join in such instrument;

(b) no amendment which will affect any aspect of the Surface Water Drainage and Management System located on the Property shall be effective without the prior written approval of the WMD; and

(c) for so long as Declarant owns any portion of the Property, no amendment or modification to this Declaration will be effective without the prior written consent of Declarant if that amendment or modification, in Declarant's sole opinion, impairs, alters, or otherwise modifies, in whole or in part, the marketability, viability, usability, or salability of any portion of the Property owned by Declarant. For purposes of example only, and without limitation as to the types of amendments or modifications requiring Declarant consent pursuant to this subsection, an amendment which (i) requires Association

approval for the sale or transfer of an interest in a Lot in whole or in part; (ii) modifies the Assessment structure pertaining to any Lot; or (iii) impairs, alters, or otherwise modifies construction, sales, or marketing activities (including placement, size, and design of signage, etc.), would be considered an impairment to the marketability, viability, usability, or salability of the Property for which prior written consent of Declarant would be required.

For purposes of this Section, a Lot shall be considered conveyed when the deed to such Lot is duly recorded.

15.3 Special Amendment. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration, at any time and from time to time, which amends this Declaration and any provision therein: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Consumer Finance Protection Bureau of the Department of the Treasury, the Federal Housing Administration, the Veteran's Administration, or any other Governmental Entity or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with First Mortgages covering Lots; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable Governmental Entity laws, ordinances or regulations; or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Homeowner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute and record Special Amendments. The right and power of Declarant to make Special Amendments hereunder shall terminate on December 31, 2030, or on the date of the conveyance of all Lots in the Community by Declarant to third parties, whichever occurs last.

15.4 Additions to or Deletions from the Property.

15.4.1 Additions to the Property. Additional land (which shall not necessarily be required to be contained within the general concepts of the Community, and in fact may be lands located in the general vicinity of the Community as owned by Declarant) may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Article. Such additional property may constitute additional Common Property or a portion of the Property. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property shall in any way be affected by or become subject to this Declaration. All additional land which is brought within the jurisdiction and control of the Association and made subject to this Declaration, pursuant to this Article, shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

15.4.2 Mergers. Upon a merger or consolidation of the Association with another non-profit corporation, its property (whether real or personal or mixed) may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property of the other non-profit corporation may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation shall thereafter operate as the Association under this Declaration and administer the covenants and restrictions established by this Declaration upon the Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

15.4.3 Deletions from the Property only by Declarant. Except as otherwise provided herein pertaining to deletions from the Property, only Declarant may delete and withdraw a portion of the Property from being subject to this Declaration.

15.4.4 Procedure for Making Additions to or Deletions from the Property. Additions to or deletions from the Property may be made, and thereby become subject to this Declaration by, and only by, the following procedure:

(a) Addition of Lands by Declarant. Except as otherwise provided in herein where applicable and to the contrary, Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or any Homeowner or Member, or other third party to make additional lands owned by Declarant subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association; provided, however, in the event any portion of such additional land is encumbered by one or more Mortgages, Declarant must obtain the consent and approval of each holder of such Mortgage(s). In Declarant's sole discretion, portions of such additional land may be designated as Common Property.

(b) Procedure for Adding Lands. The addition shall be accomplished by Declarant filing of record in the public records of the County a supplement to this Declaration with respect to the additional land is made subject to this. Except as otherwise provided herein where applicable, such supplement need only be executed by Declarant and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of Mortgage(s) on such additional land. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by this Declaration affecting the land already constituting the Property unless such supplement also constitutes an amendment accomplished in accordance with the provisions of this Declaration.

15.4.5 Continued Use of Common Property. No addition shall revoke or diminish the rights of the Homeowners of the Property to the utilization of the Common Property as established hereunder, except to grant to the owners of the land being added to the Property the right to use the Common Property according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

15.4.6 Withdrawal of Lands by Declarant. Declarant may delete and withdraw one or more portions of the Property from being subject to this Declaration by a supplement to this Declaration recorded in the public records of the County which specifically and legally describes the property being withdrawn. Declarant must own the property being withdrawn. Such supplement need only be executed by Declarant and shall not require the joinder and consent of the Association or any Homeowner or Member, or other third party.

15.4.7 No Obligation to Add or Withdraw Lands. Nothing contained in this Article shall obligate Declarant to make additions to or deletions from the Property.

15.4.8 Voting Rights of Declarant as to Additions to the Property. Declarant shall have no voting rights as to the land to be added to the Property or any portion thereof until such land is actually added to the Property in accordance with the provisions of this Article. Upon such land being added to the Property, Declarant shall have the voting rights as set forth in the instrument amending or supplementing this Declaration.

15.4.9 Assessment Obligations of Declarant as to Additions to the Property. Declarant shall have no Assessment obligations as to the land added to the Property until such land or portion thereof is actually added to the Property in accordance with the provisions of this Article, following which Declarant shall have Assessment obligations as set forth in this Declaration (unless Declarant is providing deficit funding in accordance with Section 8.5 hereof).

15.5 Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE COMMUNITY, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

15.6 Notices and Disclaimers as to Signal Reception. In recognition of the fact that interruptions in cable television, radio and satellite television will occur from time to time, neither Declarant nor the Association shall in any manner be liable for, and no Homeowner shall be entitled to a refund, rebate, discount, or offset in applicable fees, for any interruption in any such services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant or Association shall be entitled to retain any rebate, discount, or other compensation received from the provider of any such services in connection with the installation and/or operation of such systems within the Property.

15.7 Construction Activities. All Homeowners, occupants, and users of Lots are hereby placed on notice that Declarant and/or its agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest in a Lot, and/or by using any portion of a Lot or the Property generally, Homeowners, Residents and Authorized Users of Lots acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night, a holiday or otherwise during non-working hours); (c) that Declarant and all of its agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of Lots within the Property.

15.8 Natural Conditions. The Property may contain a number of manmade, natural, and/or environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife. Each Homeowner and occupant of any Lot, and every Person entering the Property: (a) acknowledges and agrees that various plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b) knowingly and voluntarily assumes all risk of property damage, personal injury and/or death arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury and/or death resulting from the presence, movement, and/or propagation of any plant or wildlife within or through the Property. The areas described in this Section 15.8 may also contain ponds, lakes, retention ponds, detention ponds, dry detention areas, intermittent pools of water, muddy areas and/or buffer areas, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Homeowner or occupant of a Lot shall enter upon, or permit their guests, family members, invitees, agents, tenants, employees, contractors, subcontractors, visitors or any other Person acting on that Homeowner's behalf to enter upon and/or disturb any such areas in any way without the prior written approval of the Association.

15.9 Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Community.

15.10 Joinder. Should title to any Lot of the Community have been conveyed by Declarant prior to the recording of this Declaration, such Homeowners of Lots by their signature to a Joinder shall be deemed to have joined with the Homeowner in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

15.11 Covenant Running with the Property. Except as otherwise provided herein, the covenants and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board and the Homeowners, their heirs, successors and assigns, for a term of 30 years after the date this Declaration is recorded in the public records of the County, and shall be automatically renewed for successive periods of 10 years, unless the Homeowners, upon the affirmative vote of the holders of 70% of the votes eligible to be cast in Association matters decide within 6 months before such renewal date, not to renew these covenants and restrictions, and a certificate executed by the president or the vice-president and secretary of the Association certifying to such vote is recorded in the public records of the County.

Each Homeowner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

15.12 Compliance. Every Homeowner and Authorized User shall comply with all lawful provisions of the Governing Documents. Failure to comply shall be grounds for an action to recover sums dues, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved party. Further, in the event of any violation of any ordinances, rules or restrictions imposed by the Governmental Entities with respect to the Property, the Governmental Entities may, without the consent of the Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and if such enforcement shall be required by a court of competent jurisdiction, then the Governmental Entities shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, and court costs incurred by the Governmental Entities relative to its enforcement of the foregoing.

15.13 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of (a) 80% of the Class A Members eligible to vote, and (b) the Class B Member (if Class B membership has not been terminated). The Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Homeowners whose interests are being sought to be protected through such litigation in accordance with the Assessment process provided herein; provided, however, that no funds from General Assessments or other sources may be used for such purpose. Prior to preparation for and institution of legal proceedings, any Assessment levied in such regard must be more than 75% collected. This Section shall not apply, however, to (a) actions brought by the Association against parties other than Declarant to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings

instituted against it, or (e) any dispute in which the amount in question is $10,000 or less, as adjusted for inflation from year to year. This Section shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

15.14 Disclaimer of Association Liability. As used in this Section, "Association" shall mean the Association and all committee and Board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of any of the foregoing. Notwithstanding anything contained herein or in the Articles, By-Laws, any Rules and Regulations or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Homeowner, Member, occupant or user of any portion of the Community, other tenants, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing: (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Community, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Community and the value thereof; and (b) the Association is not empowered, and has not been created, to act as an agency which enforces or insures compliance with the laws of the State of Florida or the Governmental Entities or the prevention of tortious activities. Each Homeowner (by virtue of such Homeowner's acquisition of a Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Community (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against which the liability of the Associations has been disclaimed in this Article. Each Member does hereby release Declarant and the Associations from all liability from injury and/or accidental death due to adverse weather and all effects and results thereof.

15.15 Amplification. The provisions of this Declaration are amplified by the Articles and By-Laws, but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Declaration. Declarant intends the provisions of this Declaration, on the one hand, and the Articles and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary. The terms defined in this Declaration shall have same meanings in the other Governing Documents, unless otherwise provided.

15.16 Logos and Trademarks. All logos, trademarks and designs used in connection with the Community are the property of Declarant, and the Association shall have no right to use the same after Transfer of Control except with the express written consent of Declarant.

15.17 Flood Zones. Flood zone determinations are made by the Federal Emergency Management Agency. Declarant makes no assurance, with regard to any portion of the Property, that any flood zone designation for a Lot existing as of a particular date will remain the same. Declarant further advises that any such flood designation could be changed due to re-grading of the land as a result of the land development process. Each Homeowner, by virtue of taking title to a Lot, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that Declarant has no involvement in the determination or designation of flood zone designations for any portion of the Property.

15.18 Homeowner Cooperation. No person shall use the Property, or any part thereof, in any manner contrary to or not in accordance with the Governing Documents. The Homeowner shall not permit or suffer anything to be done or kept in such Homeowner's Home and/or Lot which will increase the rate of any insurance purchased by the Association for the Property or any portion thereof, or which will obstruct or interfere with the rights of other Homeowners, or annoy them by unreasonable noises, or otherwise, nor shall the Homeowners commit or permit any nuisance, immoral or illegal acts in or about the Property.

15.19 Resolution of Disputes. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

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IN WITNESS WHEREOF, Declarant has duly executed this instrument on this _____ day of _____, 2023.

WITNESSES:

Signature:_____
Printed Name:_____

Signature:_____
Printed Name:_____

Innovative Nationwide Builders, Inc., a Florida corporation, d/b/a INB Homes

Signature:_____
Printed Name: _____
Title: _____

SEAL

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of Innovative Nationwide Builders, Inc., a Florida corporation, d/b/a INB Homes. He/She ☐ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)
Notary Public, State of Florida

_____
(Commission Number, if any)

EXHIBIT A TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRAMBLEWOOD TOWNHOMES

Legal Description of the Property

EXHIBIT B TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRAMBLEWOOD TOWNHOMES

Articles of Incorporation of the Association

ARTICLES OF INCORPORATION
OF
BRAMBLEWOOD TOWNHOMES ASSOCIATION, INC.
(A Corporation Not for Profit)

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapters 617 and 720, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The name of this corporation shall be Bramblewood Townhomes Association, Inc. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 3670 Maguire Blvd, Suite 210, Orlando, FL 32803.

ARTICLE II: PURPOSES

The Association does not contemplate pecuniary gain or profit to the Members thereof, and no distribution of income to its Members, directors or officers shall be made, except that nothing herein shall prevent the Association from compensating persons who may be Members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Association in furtherance of one or more of its purposes. The general purpose of the Association is to promote the common interests of the property owners in the overall Bramblewood Townhomes community (hereinafter referred to as the "Community"), and the specific purpose is to perform the functions of the Association contemplated in the deed restrictions for the Community recorded or to be recorded in the public records of Brevard County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended, which purposes shall include but not be limited to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

(c) Own and convey property;

(d) Establish Rules and Regulations;

(e) Sue and be sued;

(f) To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(g) Maintain, repair and replace Common Properties as contemplated by the Declaration and to enter into contracts for the provision of services to maintain and operate the Common Properties (including, but not limited to, the maintenance, repair and replacement of the Surface Water Drainage and Management System, as exempted or permitted by the South Florida Water Management District); and

(h) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the law of the State of Florida.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

A. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Lot that is subject to assessment pursuant to the Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person shall be a Member. A Homeowner of more than one Lot is entitled to membership for each Lot owned. No person other than a Homeowner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

If more than one person owns a fee interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing by such co-tenants by the entireties.

B. Classes of Membership and Voting; Transfer of Control. The Association shall have 2 classes of voting membership - Class A and Class B. So long as there is Class B membership, Class A Members shall be all persons owning record title to the Lots of the Community ("Homeowners") except Declarant. All Class B memberships shall belong to Declarant. Upon termination of Class B membership as provided below, Class A Members shall be all Homeowners, including Declarant so long as such Declarant is a Homeowner. Voting shall be accomplished in accordance with the applicable provisions of the By-Laws. There shall be no cumulative voting for Directors or any other matters.

Class B membership shall cease to exist and shall be deemed to be converted into Class A membership upon the earlier of (a) the election of not less than a majority of the directors by non-Declarant Members following the occurrence of a triggering event contained in Section 720.307(1) of the Act, or (b) the date that Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County. Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

C. Transferability. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV:TERM OF EXISTENCE

The Association shall have perpetual existence. However, should the Association be terminated, dissolved or liquidated, the Surface Water Drainage and Management System will be transferred to and maintained by one of the entities identified in Sections 12.3.1(a) through (f) of the South Florida Water Management District's Applicant Handbook Volume I ("Handbook"), which entity shall have the powers listed in Sections 12.3.4(b)1. through 8. of the Handbook, the covenants and restrictions required in Sections 12.3.4(c)1. through 9. of the Handbook, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water Drainage and Management System described in the Declaration and in Section 12.3.4(d)1. or 2. of the Handbook prior to the Association's termination, dissolution or liquidation. The South Florida Water Management District shall approve such entity prior to such termination, dissolution or liquidation of the Association. Further, for purposes of clarity, the South Florida Water Management District shall have the right to take enforcement measures in accordance with Section 12.3.4(c)(8) of the Handbook.

ARTICLE V: INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is the following:

_____
_____
_____

ARTICLE VI: MANAGEMENT

The affairs of the Corporation shall be managed by the Board, which shall consist of not less than 3 nor more than 7 individuals, the precise number to be fixed in the By-Laws or by the Board from time to time. Directors shall be elected for one year terms by the Members at the annual Members' meeting, to be held as scheduled by the Board in the last quarter of each fiscal year in the manner prescribed in the By-Laws of the Association, and shall hold office until their respective successors are duly elected and qualified; provided, however, that Declarant shall be entitled to solely appoint all Members of the Board prior to Transfer of Control. The Board shall elect a President, a Vice President, and a Secretary-Treasurer of the Association, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be Members of the Association except with respect to those who are elected by the Class B Members. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association.

Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that such Class A Members shall be entitled to elect at least one member of the Board (but not a majority of the directors until Transfer of Control has occurred) once fifty percent (50%) of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

_____ – President
_____ – Vice President
_____ – Secretary/Treasurer

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the initial Board shall be three (3) and the names and addresses of the members of such first Board, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

_____	3670 Maguire Blvd, Suite 210 Orlando, FL 32803
_____	3670 Maguire Blvd, Suite 210 Orlando, FL 32803
_____	3670 Maguire Blvd, Suite 210 Orlando, FL 32803

ARTICLE IX: BY-LAWS

The By-Laws of the Association shall be adopted by the Board, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter, the By-Laws may be altered, amended, or rescinded only in the manner provided in the By-Laws. However, no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any portion of the Property.

ARTICLE X: AMENDMENTS

Prior to Transfer of Control, amendments to these Articles of Incorporation shall be adopted by the Board without any requirement or necessity for a vote of the Members of the Association or for consent by any party, except as may be otherwise specifically required herein.

Subsequent to Transfer of Control, amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth a proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member of Record (as defined in the By-Laws) entitled to vote thereon within the time and in the manner provided by *Florida Statutes* for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of (1) a majority of the total eligible voting interests of the Class A Members, and (2) the Class B Member.

Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

Notwithstanding the foregoing, (a) no amendment to the Articles of Incorporation shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Lots in the Community, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System shall be effective without the prior written approval of the South Florida Water Management District.

ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, Florida Statutes, the name and address of the Initial Registered Agent for service of process upon the Association is:

_____
_____
_____

The above address is also the address of the registered office of the Association.

ARTICLE XII: DEFINED TERMS

Capitalized terms used and not otherwise defined herein have the meanings given to such terms in the Declaration.

Dated this _____ day of _____, 2023.

_____
_____ Incorporator

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he/she executed the same as he/his free act and deed for the uses and purposes therein set forth. He/She ☐ is personally known to me or ☐ has produced _____ _____ as identification.

My Commission Expires:

_____
(Signature)

(AFFIX NOTARY SEAL)

Name _____
(Legibly Printed)
Notary Public, State of Florida

_____
(Commission Number, if any)

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for Bramblewood Townhomes Association, Inc., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

By: _____
Printed Name: _____

EXHIBIT C TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRAMBLEWOOD TOWNHOMES

By-Laws of the Association

BY-LAWS
OF
BRAMBLEWOOD TOWNHOMES ASSOCIATION, INC.
(A Corporation Not for Profit)

ARTICLE I
Name and Location

The name of the corporation is Bramblewood Townhomes Association, Inc. (the "Association"), and its initial office for the transaction of its affairs shall be 3670 Maguire Blvd, Suite 210, Orlando, FL 32803. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the board of directors (hereinafter referred to as the "Board").

ARTICLE II
Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration of Covenants and Restrictions for Bramblewood Townhomes ("Declaration").

ARTICLE III
Meeting of Members

Section 1. Annual Meetings**.** All annual and special meetings of the Association shall be held in Brevard County, Florida, Orange County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. Notice of Annual Meetings**.** Annual meetings of the Members shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. Special Meetings**.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the votes of the Class A membership.

Section 4. Notice of Special Meetings**.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or the Board, not less than 30 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein within the prescribed time or, in lieu of mailing, delivery by hand to the Members shall suffice. An affidavit shall be executed by the person providing the notice that the notice was delivered or mailed in compliance with this section and, once executed the affidavit shall be filed among the official records of the Association.

Section 5. Quorum**.** Members present in person or represented by proxy, entitled to cast at least 1/3 of the votes of the membership of the Association, shall constitute a quorum.

Section 6. Action Taken at Meeting**.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law or the Governing Documents a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 7. Order of Business**.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. Action Without Meeting**.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least 1/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law or the Governing Documents requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. Voting**.**

a. The Association has two classes of voting membership: Class A and Class B.

b. So long as there is Class B membership, Class A Members are all Homeowners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided by the Declaration, Class A Members are all Homeowners, including Declarant so long as such Declarant is a Homeowner.

c. Class A Members shall be entitled to 1 vote per Lot owned, and there shall be only 1 vote per Lot. When Declarant becomes a Class A Member, Declarant shall have 1 vote for each Lot still owned or to be constructed by Declarant within the Community.

d. The vote of a Lot may not be divided.

e. The Class B Member shall be entitled to 9 votes for each Lot owned by the Class B Member.

f. If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

g. Electronic Voting. Electronic voting may occur in and for the Association, under the terms and provisions of the following:

i. In order for electronic voting to occur on any Association matter, the Board must first pass a resolution authorizing same, which resolution must:

1. provide that Members receive notice of the opportunity to vote through an online voting system;

2. establish reasonable procedures and deadlines for Members to consent, in writing, to online voting; and

3. establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

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

1. The Association shall provide each Member with a method or means:

a. to authenticate the Member's identity to or within the online voting system;

b. to confirm, at least 14 days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and

c. that is consistent with the election and voting procedures in these By-Laws and the other Governing Documents; and

2. The Association utilizes an online voting system that is able to:

a. authenticate the Member's identity;

b. authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;

c. transmit a receipt from the online voting system to each Member who casts an electronic vote;

d. permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these By-Laws provide for secret ballots for the election of Directors); and

e. store and keep electronic ballots accessible to election officials for recount, inspection, and review.

iii. A Member voting electronically pursuant to or as a result of this subsection g. shall be counted as being in attendance at the meeting for purposes of determining a quorum.

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

v. This subsection g. shall apply to any matter that requires a vote of the Members.

Section 10. Presiding Officers. At each meeting of the Members, the president, or in the president's absence the vice president, shall preside and the secretary, or in the secretary's absence the assistant secretary, shall be the secretary for the meeting.

Section 11. Right to Speak**.** Members and Homeowners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda (subject to any permissible limitations as provided herein or pursuant to the Act). Notwithstanding any provision to the contrary in the Governing Documents, a Member or a Homeowner has the right to speak on any agenda item, provided that the Homeowner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association secretary prior to commencement of the meeting). The Association may adopt written reasonable Rules and Regulations governing the frequency, duration, and other manner of Homeowner statements, which Rules and Regulations must be consistent with the provisions of this Section and applicable law.

ARTICLE IV
Directors

Section 1. Board of Directors**.** Until Transfer of Control, the affairs of the Association shall be managed by a Board of 3 directors. A director must be a Member, except that the directors elected or appointed by the Class B Members need not be Members and may be the officers and/or employees of Declarant. Subsequent to Transfer of Control, the Board shall be comprised of not less than 3 directors and not more than 7 directors, such number to be determined by the Board from time to time. There shall be at all times a minimum of 3 directors.

Section 2. Election of Directors**.**

a. Election of directors shall be held at the annual Members' meeting.

b. The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) or, if authorized, electronic voting, and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

c. Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

d. Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

e. Notwithstanding the foregoing, the Class B Members shall have the right to elect all Directors as long as there shall be Class B membership, except that Class A Members shall be entitled to elect at least one member of the Board (but not a majority of the directors until Transfer of Control has occurred) once 50% of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to the Class A Members.

f. Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

Section 3. Term of Office**.** Unless otherwise provided herein, the term of each director's service shall be one year and until such director's successor is duly elected and qualified or until such director is removed in the manner provided elsewhere herein.

Section 4. Composition of the Board; Eligibility**.**

a. In accordance with the Articles, the Board appointed and named in said Articles (and their successors appointed by Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.

b. Subsequent to Transfer of Control, a simple majority of directors shall be elected for a term of office to end at the second subsequent annual meeting of the Members of the Association, and the remaining directors shall be elected for a term of office to end at the subsequent annual meeting of the Members. Following the initial election of non-Declarant Members, subsequent elections to the Board shall be for a 2 year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

c. A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible to be a director.

d. A Member who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible to be a director, unless such Members' civil rights have been restored for at least 5 years as of the date on which such Member seeks election to the board.

e. The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible to be a director.

Section 5. Notice of Board Meetings to Members. Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than 7 days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

Section 6. Right of Members to Speak at Board Meetings. Notwithstanding any provision to the contrary in the Governing Documents, a Homeowner has the right to attend all Board meetings (subject to any permissible limitations as provided herein or pursuant to the Act) and to speak on any matter placed on the agenda, provided that the Homeowner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association secretary prior to commencement of the meeting). The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Homeowner statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney held for the purpose of (a) discussing personnel matters, (b) proposed or pending litigation, or (c) as otherwise specifically prescribed under the Act.

Section 7. Annual Meetings**.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately

following the annual Members' meeting, there shall be 3 days' notice given by the President personally or by mail, telephone or electronic communication, which notice shall state the time and place of the meeting.

Section 8. Meeting to Determine Assessments. The General Assessment and any Special Assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least 14 days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered must be mailed, delivered, or electronically transmitted to the Homeowners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 9. Meeting to Determine Rules and Regulations. Written notice of any meeting at which rules that regulate the use of Homes and Lots in the Community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Homeowners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of Homes and Lots in the Community must include a statement that changes to the rules regarding the use of Homes and Lots will be considered at the meeting.

Section 10. Special Meetings**.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone, telegraph or electronically transmitted, which notice shall state the time, place and purpose of the meeting.

Section 11. Waiver of Notice**.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 12. Quorum and Voting**.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles, these By-Laws, or the laws of the State of Florida.

Section 13. Adjourned Meetings**.** 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 adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Joinder in Meeting by Approval of Minutes**.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 15. Petition by Members to Board to Address an Item of Business. If 20% of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than 60 days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least 14 days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 16. Presiding Officer and Secretary for Meetings**.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors,

unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. Compensation**.** No director, officer or committee member shall receive compensation for any service rendered to the Association in such capacity, nor may such person benefit financially in any way from service to the Association as defined by the Act. However, any director, officer or committee member may be reimbursed for actual expenses incurred in the performance of Association duties, and this provision shall not preclude a person who is also a director, officer or committee member to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than as a director, officer or committee member.

Section 18. Committees**.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 19. Attendance by Telephone**.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. Action Without Meeting**.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. Powers**.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including, but not limited to, the power to:

a. adopt and promulgate Rules and Regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

b. suspend the voting rights and other rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of the Governing Documents;

c. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles or the Declaration, including the establishment of the Assessments provided for in the Declaration; and

d. employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 22. Duties**.** It shall be the duty of the Board to:

a. cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by ¼ of the Class A Members who are entitled to vote;

b. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

c. as more fully provided in the Declaration, to:

i. fix the amount of the Assessments against each Lot;

ii. exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and

iii. take appropriate and timely action against Members whose Assessments are in default;

d. issue, or to cause an appropriate officer to issue, upon demand by a Member, First Mortgagee, or their respective designees, a certificate setting forth whether or not any Assessment any other moneys owed to the Association have been paid with respect to the Lot in accordance with the requirements of the Act. A reasonable charge may be made by the Board for the issuance of these certificates. The Association may charge a fee for the preparation of such a certificate and the amount of such fee must be stated on the certificate. If a certificate states an Assessment or other monetary obligation has been paid, such certificate shall be conclusive evidence of such payment;

e. cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

f. perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

Section 23. Certification by Directors. Each director shall be required to provide the certification required under Section 720.3033 of the Act.

ARTICLE V
Officers

Section 1. First Officers**.** In accordance with the Articles, the first officers of the Association named and appointed in such Articles shall serve until their qualified successors are elected by the Board.

Section 2. Executive Officers. The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Homeowners and the officers and employees of Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a ⅔ affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. President. The president shall be the chief executive officer of the Association. The president shall have all of the powers and duties that are usually vested in the office of president of a homeowners association as governed under the Act, including, but not limited to, the power to appoint committees from among the Members from time to time, as the president, in the president's discretion, may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The vice president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. The vice president also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. Secretary. The secretary shall keep the minutes of all proceedings of the directors and Members. The secretary shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. The secretary shall have custody of the seal of the Association

and affix it to any instruments requiring a seal when duly signed. The secretary shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. Treasurer. The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. The treasurer shall keep the books of the Association in accordance with good accounting practices, and the treasurer shall perform all other duties usually incident to the office of treasurer.

Section 7. Compensation. No officer shall receive any compensation by reason of holding an office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

Section 8. Proviso. Notwithstanding any provisions to the contrary in these By-Laws, the Association shall maintain separate accounting records for each Association account, shall keep such records according to good accounting practices, and shall open such records for inspection by Homeowners or their authorized representatives. The records of the Association (other than those records noted in the Act as not accessible) are available to be inspected by a Homeowner or their authorized representatives during normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association. The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections in accordance with the Act. In the event the Board designates a management firm to operate the Association, said management firm shall be required to follow the aforesaid provisions.

ARTICLE VI
Fiscal Management

Section 1. Depositories**.** All funds of the Association shall be deposited in the name of the Association in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. Contracts, Etc**.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide, and shall be entered into in accordance with the Act.

Section 3. Budget**.** The Board shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such Budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the Budget shall apply.

Section 4. Assessments**.** As more fully provided in the Declaration, each Member is obligated to pay the Assessments against the Lot.

Section 5. General Assessment**.** The Board shall adopt the General Assessment as provided for in the Declaration.

Section 6. Special Assessments**.** As contemplated by the Declaration, Special Assessments may be adopted by the Association to meet expenses which exceed the Budget adopted by the Board. Such Special Assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose.

Section 7. Specific Assessments**.** Specific Assessments shall be levied against a Lot in accordance with the applicable provisions of the Declaration.

Section 8. Financial Report. The Treasurer of the Association shall report the financial status of the Association to the Members as required by the Act.

Section 9. Suspensions and Fines. Suspension of use rights and the levying of fines by the Association shall occur in accordance with the applicable provisions of the Declaration.

ARTICLE VII
Amendments

Prior to Transfer of Control, amendments to these By-Laws shall be approved and adopted by (1) Declarant or (2) the Board, without any requirement or necessity for a vote of the Association membership or for consent by any party, except as may be otherwise specifically required herein or by applicable law.

Subsequent to Transfer of Control, amendments to these By-Laws shall occur upon the affirmative vote of 2/3 of the Board, and after notice to the Members, by a majority of the total eligible Class A voting interests in the Association, and the unanimous votes of the Class B Member. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to Declarant without the written consent of Declarant as long as Declarant shall own any Lot or parcel in the Community, and (b) no amendment which will affect any aspect of the Surface Water Drainage and Management System shall be effective without the prior written approval of WMD.

ARTICLE VIII
Miscellaneous

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

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ORANGE COUNTY, FLORIDA

FLORIDA BUILDING CODE (FBCR) 2020 RES. ASCE-7-16

OCCUPANCY:
RESIDENTIAL, R3
CONSTRUCTION TYPE: V-B
UN-SPRINKLED
WIND DESIGN LOAD: 160 MPH EXP C
MIN. INT. FINISH CLASS: "B"

SPECIFIC PARAMETERS FROM FBCR 7TH ED. (2020) CH. R301 USED FOR DESIGN INCLUDE:

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- STATE OF FLORIDA CERTIFIED BUILDING CONTRACTOR:

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MICHAEL C. ANDERSON
AR NO. 17305

A.B. DESIGN GROUP, INC.
1441 RONALD REAGAN NORTH
LONGWOOD, FLORIDA 32750
Tel: (407) 774-6078
Fax: (407) 774-4078

GENERAL NOTES:

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REVISIONS

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6 UNIT BUILDING

UNIT CONFIGURATION FROM LEFT TO RIGHT:
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UNIT "B"
UNIT "B"
UNIT "B"
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UNIT "A"

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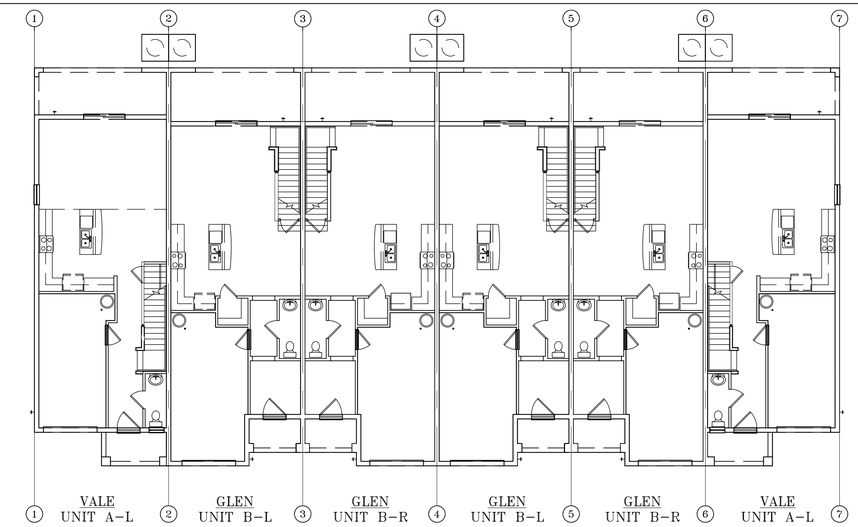
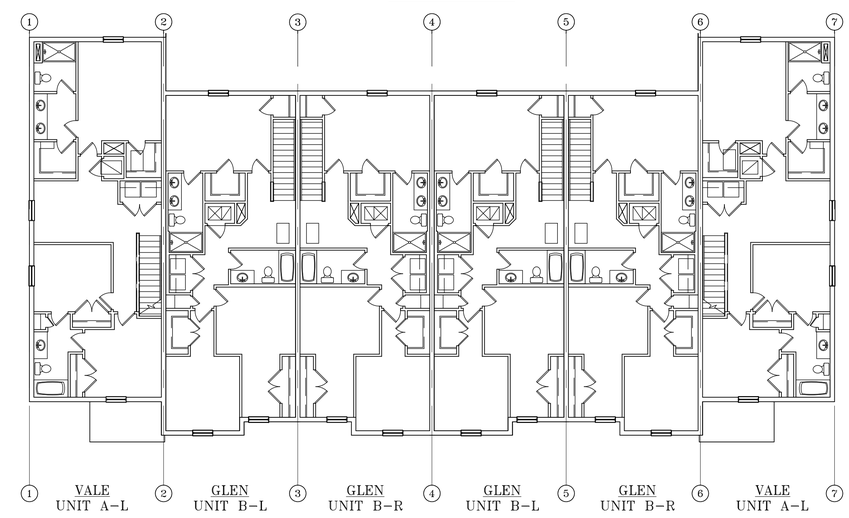
FLOOR PLAN CONFIGURATION



FIRST FLOOR



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TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES

COVER SHEET

160 MPH EXP. C

JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
CS

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ORANGE COUNTY, FLORIDA

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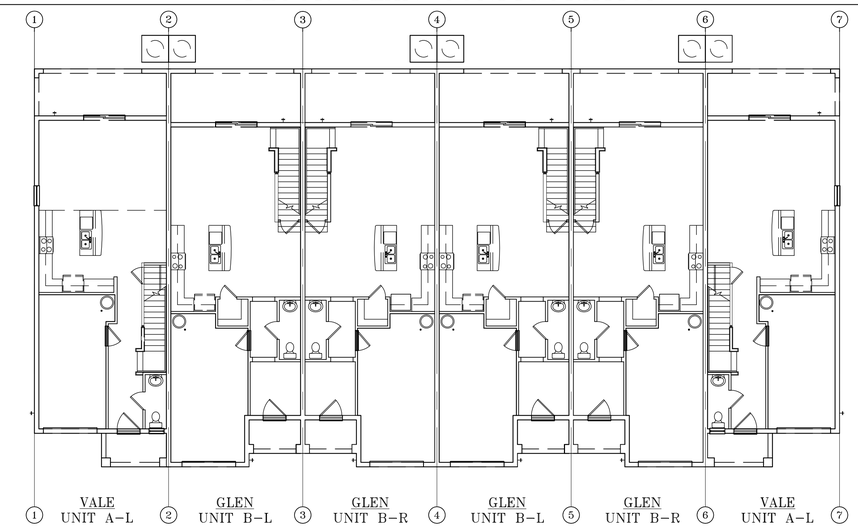
FLOOR PLAN CONFIGURATION



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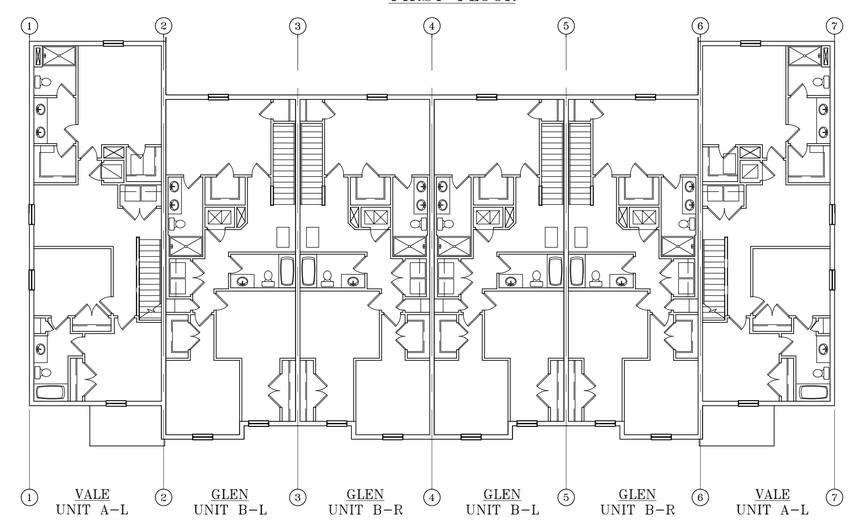

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MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
CS

GENERAL NOTES

1. ALL WORK DONE UNDER THIS CONTRACT SHALL BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE RESIDENTIAL (FBCR) 7th EDITION, (2020). ALL REFERENCED CHAPTERS, CODE SECTIONS AND TABLES STATED IN THESE DOCUMENTS ARE UNDER FBCR 7TH EDITION (2020) UNO.

2. WHERE BUILDING LOCATIONS ARE DETERMINED TO BE IN WIND BORNE DEBRIS REGIONS, ALL EXTERIOR BUILDING OPENINGS SUCH AS WINDOWS AND DOORS SHALL BE PROTECTED AGAINST WINDBORNE DEBRIS BY THE INSTALLATION OF STRUCTURAL PANELS OR IMPACT-RESISTANT GLASS. THESE OPENING PROTECTIONS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH FBCR 2020 CHAPTER 3, SECTION R301.2.1.2.

3. DO NOT SCALE DRAWINGS. THE CONTRACTOR AND SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO WORK PERFORMED AND SHALL NOTIFY THE ARCHITECT IF ANY DISCREPANCIES ARE FOUND.

4. THE CONTRACTOR SHALL BRING ERRORS AND OMISSIONS WHICH MAY OCCUR IN CONTRACT DOCUMENTS TO THE ATTENTION OF THE ARCHITECT IN WRITING AND WRITTEN INSTRUCTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE RESULTS OF ANY ERRORS, DISCREPANCIES OR OMISSIONS IN THE CONTRACT DOCUMENTS, OF WHICH THE CONTRACTOR FAILED TO NOTIFY THE ARCHITECT BEFORE CONSTRUCTION AND/OR FABRICATION OF THE WORK.

5. THE ARCHITECT/ENGINEER SHALL NOT BE RESPONSIBLE FOR THE SAFETY AND CONSTRUCTION PROCEDURES, TECHNIQUES, OR THE FAILURE OF THE BUILDER TO CARRY OUT THE WORK IN ACCORDANCE WITH THE DRAWINGS OR THE REQUIRED CODES.

6. THE STRUCTURAL DESIGN IS BASED ON THE INTERACTION OF ALL PARTS OF THE COMPLETED BUILDING. THE CONTRACTOR SHALL SOLELY BEAR THE RISK FOR PROVIDING ADEQUATE STABILITY AND SAFETY OF THE STRUCTURE DURING CONSTRUCTION UNTIL PERMANENT MEMBERS ARE COMPLETELY INSTALLED.

7. DETAILS SHOWN ON THE DRAWINGS ARE TO BE CONSIDERED TYPICAL FOR ALL SIMILAR CONDITIONS.

8. THE CONTRACTOR SHALL MAKE NO STRUCTURAL CHANGES WITHOUT WRITTEN APPROVAL FROM THE ARCHITECT/ENGINEER.

9. NO STRUCTURAL MEMBERS ARE TO BE CUT FOR PIPES, DUCTS, ETC. UNLESS SPECIFICALLY DETAILED.

GARAGES AND CARPORTS

1. GARAGE DOOR
   - A. ENGINEERED FOR MIN. WIND LOAD, LISTED ON COVER SHEET
   - B. DETAIL TO BE SUPPLIED BY GARAGE DOOR SUPPLIER
   - C. DETAIL TO BE ATTACHED TO PERMIT PACKAGE BY BUILDER

2. AS PER SECTION R302.5.1: OPENINGS FROM A PRIVATE GARAGE DIRECTLY INTO A ROOM USED FOR SLEEPING PURPOSES SHALL NOT BE PERMITTED. OTHER OPENINGS BETWEEN THE GARAGE AND RESIDENCE SHALL BE EQUIPPED WITH SOLID WOOD DOORS NOT LESS THAN 1 3/8 INCHES IN THICKNESS, SOLID OR HONEYCOMB CORE STEEL DOORS NOT LESS THAN 1-3/8 INCHES THICK, OR 20-MINUTE FIRE-RATED DOORS.

3. AS PER SECTION R302.5.2: DUCTS IN THE GARAGE AND DUCTS PENETRATING THE WALLS OR CEILINGS SEPARATING THE DWELLING FROM THE GARAGE SHALL BE CONSTRUCTED OF A MINIMUM NO. 26 GAGE (0.48 MM) SHEET STEEL 1" MIN. RIGID ON-METALLIC CLASS OR CLASS 1 DUCT BOARD OR OTHER APPROVED MATERIAL AND SHALL HAVE NO OPENINGS INTO THE GARAGE.

4. AS PER SECTION R302.6 & TABLE R302.6: THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC AREA BY NOT LESS THAN ½ -INCH GYPSUM BOARD APPLIED TO THE GARAGE SIDE. GARAGES BENEATH HABITABLE ROOMS SHALL BE SEPARATED FROM ALL HABITABLE ROOMS ABOVE BY NOT LESS THAN 5 / 8 -INCH TYPE X GYPSUM BOARD OR EQUIVALENT. WHERE THE SEPARATION IS A FLOOR-CEILING ASSEMBLY, THE STRUCTURE SUPPORTING THE SEPARATION SHALL ALSO BE PROTECTED BY NOT LESS THAN ½-INCH GYPSUM BOARD OR EQUIVALENT.

SITE WORK

1. REFER TO THE SOILS REPORT FOR SPECIFIC DESIGN REQUIREMENTS (IF REQUIRED BY BUILDING DEPARTMENT).

2. REFER TO THE CIVIL DRAWINGS FOR LOCATION OF BUILDING WORKING POINTS, ROUGH GRADING, ON-SITE UTILITIES, SITE IMPROVEMENTS, SITE RETAINING WALLS, AND SPECIFIC GENERAL NOTES. THE SOILS REPORT AND CIVIL DRAWINGS SHALL OVERRIDE CONFLICTS WITH SITE WORK NOTED HEREIN.SEE LANDSCAPE DRAWINGS FOR FINAL FINISH GRADES, PLANTING AND IRRIGATION.

3. ELEVATIONS SHOWN ON THE SITE DRAWINGS ARE MINIMUM REQUIRED DEPTHS, IF DIFFERENT CONTACT THE ARCHITECT.

4. NO EXCAVATION SHALL BE MADE WHOSE DEPTH BELOW THE FOOTING IS GREATER THAN ½ THE HORIZONTAL DISTANCE FROM THE NEAREST EDGE OF THE FOOTING.

5. ALL BACKFILL AT STRUCTURES, SLABS, STEPS, AND PAVEMENTS SHALL BE CLEAN GRANULAR FILL. PLACE IN 8" LAYERS AND COMPACT TO 95% MAXIMUM DRY DENSITY DETERMINED IN ACCORDANCE WITH ASTM D1557-2012 E1. THE BUILDING SITE SHALL BE KEPT DRY SO THAT EROSION WILL NOT OCCUR IN THE FOUNDATIONS.

6. COMPACTION BY FLOODING OR JETTING IS STRICTLY PROHIBITED.

7. DO NOT BACKFILL UNTIL SLABS HAVE CURED OR HAVE BEEN PROPERLY BRACED. (WHERE APPLICABLE)

8. EXCAVATIONS TO BE A MINIMUM OF 3'- 0" BEYOND NEW FOOTING LINE.

9. THE GENERAL CONTRACTOR MUST TAKE MEASURES TO CONTROL SOIL EROSION AS PER ALL LOCAL AND STATE REQUIREMENTS.

10. THIS BUILDING IS NOT DESIGNED TO BE CONSTRUCTED WITHIN A FLOOD ZONE, UNO. CONTRACTOR IS TO VERIFY THE ELEVATION OF THE FINISHED FLOOR SLAB WITH THE SIGNED AND SEALED SURVEY WHICH COMPLIES WITH ALL LOCAL CODES HAVING JURISDICTION, INCLUDING ALL APPLICABLE STATE, CITY, AND COUNTY BUILDING AND ZONING CODES.

11. SWIMMING POOL, DECK, SPA, AND ASSOCIATED WORK IS TO BE PERMITTED SEPARATELY BY ENGINEERED SHOP DRAWING.

12. TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICIDES, INCLUDING SOIL APPLIED PESTICIDES, BAITING SYSTEMS AND PESTICIDES APPLIED TO WOOD, OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED FOR USE AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION. UPON COMPLETION OF THE APPLICATION OF THE TERMITE PROTECTIVE TREATMENT, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

TIMBER

1. ALL WOODS AND WOOD CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND CODES MODIFICATIONS AS SPECIFIED HEREIN:
   - A. AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (STANDARDS MANUAL)
   - B. NATIONAL FOREST PRODUCTS ASSOCIATION:
     - I. NATIONAL DESIGN SPECIFICATIONS (NDS) FOR WOOD CONSTRUCTION
   - C. SOUTHERN PINE INSPECTION BUREAU:
     - I. STANDARD GRADING RULES FOR SOUTHERN PINE LUMBER
   - D. TRUSS PLATE INSTITUTE:
     - I. NATIONAL DESIGN STANDARDS FOR LIGHT METAL PLATE CONNECTED WOOD TRUSSES (TPI 1-2014)
   - E. APA - THE ENGINEERED WOOD ASSOCIATION :
     - I. ENGINEERED WOOD CONSTRUCTION GUIDE
   - F. AMERICAN WOOD PRESERVERS ASSOCIATION STANDARDS

2. ALL LUMBER EXPOSED TO WEATHER, OR AGAINST SOIL, CONCRETE OR MASONRY MUST BE PRESSURE TREATED.

3. MINIMUM NAILING PER CHAPTER 6- WALL CONSTRUCTION AND TYPICAL NAILING SCHEDULE ON PLANS.

4. NOTCHING OR CUTTING OF FRAMING MEMBERS SHALL COMPLY WITH CHAPTER 6- WALL CONSTRUCTION.

5. WALL SHEATHING SHALL BE PER STRUCTURAL, SEE ROOF/WALL/FLOOR SHEATHING FASTENER SCHEDULE ON SHEET SN1.

6. MINIMUM DIMENSION OF ANY PLYWOOD SHEET SHALL BE 24" AND THE MINIMUM AREA SHALL BE 8 FT . SQ.

PLUMBING

1. SANITARY LINES SHALL BE OF CAST IRON OR PVC (SCHEDULE 40) AS APPROVED BY THE BUILDING OFFICIAL.
2. WATER SUPPLY LINES SHALL BE CPVC OR UPONOR PEX "A" (CROSS-LINKED POLYETHYLENE) WITH F1960 FITTINGS.
3. CONDENSATION LINES SHALL BE MINIMUM ¾" PVC (SCHEDULE 40), INSULATED WITH ½" AMAFLEX.
4. SHOWER HEADS SHALL HAVE A FLOW CONTROL DEVICE TO GIVE A MAXIMUM FLOW OF 3 GPM EACH.
5. ALL CLEANOUTS SHALL BE FLUSH WITH GRADE.
6. NO VENT STACKS SHALL PASS THROUGH ROOF CRICKETS, VALLEYS, OR RIDGES.
7. SIZE AND LOCATION OF CLEANOUTS SHALL CONFORM TO FBCR SECTION P3005.2.
8. FIXTURE SUPPLY SIZES SHALL CONFORM TO FBCR SECTION P2903.
9. THE PLUMBER IS TO DIVERT ALL VENTS TO REAR ELEVATION WHEN POSSIBLE.
10. DRILLING & NOTCHING OF WOOD FRAMED STRUCTURAL MEMBERS SHALL FOLLOW PROVISIONS OF FBCR SECTION P2603.2.

EXTERIOR WALL COVERINGS

1. ALL EXTERIOR WALL COVERINGS AND SOFFITS SHALL BE CAPABLE OF RESISTING THE DESIGN PRESSURES SPECIFIED FOR THE WALLS FOR COMPONENTS AND CLADDING LOADS IN ACCORDANCE WITH FBCR TABLE R301.2(2) AS MODIFIED BY FBCR TABLE R301.2(3), MANUFACTURED SOFFITS SHALL BE TESTED AT 1.5 TIMES THE DESIGN PRESSURE

EXTERIOR FINISHES

1. WHEN PLASTERING WITH CEMENT, PLASTER SHALL NOT BE LESS THAN THREE COATS, ⅞" THICK, OVER FRAMED WALLS APPLIED OVER PAPER BACKED METAL LATH OR WIRE FABRIC LATH AND WITH TWO LAYERS OF VAPOR BARRIER, NOT LESS THAN 2 COATS, 1/2" THICK, WHERE APPLIED OVER MASONRY OR CONCRETE.
2. STUCCO OR PORTLAND CEMENT PLASTER SHALL BE INSTALLED, PROPORTIONED AND MIXED IN ACCORDANCE WITH ASTM-C926-18b, ASTM-C1063-19a & ASTM-C1787.
3. LATH & ACCESORIES PER ASTM-C-1063-19a & R703.7.1. ALL STUCCO APPLICATION DETAILS, INCLUDING BUT NOT LIMITED TO:
   - -- ALL STUCCO CONTROL JOINTS
   - -- "L" FLASHING
   - -- PIPE PENETRATION DETAILS
   - -- WEEP SCREED DETAILS
   - -- CASING BEAD DETAILS
   - -- CANTILEVER DRIP EDGE DETAILS
   - -- WINDOW CASING DETAILS
   - -- WINDOW FLASHING DETAILS
   - -- KICK-OUT DETAILS
   - -- HORIZONTAL LATH AND PAPER DETAILS
   - -- VENT PENETRATION DETAILS
   - -- CONDUIT PENETRATION DETAILS
   - -- DRIP EDGE DETAILS
   - -- CORNER BEAD DETAILS
   - -- STUCCO TO SIDING TRANSITION DETAILS
4. SHALL BE INSTALLED PER ASTM-C1063 - 19a AND R703.7.

FIRE RESISTANT CONSTRUCTION

UNDER STAIR PROTECTION:

1. ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD. R302.7.

EXTERIOR CEILINGS

1. EXTERIOR CEILING TO BE 1/2" GOLD BOND BRAND EXTERIOR SOFFIT BOARD INSTALLED PERPENDICULAR TO THE FRAMING MEMBERS. THE 1/2" GOLD BOND BRAND EXTERIOR SOFFIT BOARD IS TO BE SECURED TO THE FRAMING MEMBERS WITH 1 1/4" TYPE "W" DRYWALL SCREWS AT 12" O.C. (PER MANUFACTURER'S SPECIFICATIONS).

CONSTRUCTION OBSERVATION

CONSTRUCTION OBSERVATION SERVICES / CONSTRUCTION ADMINISTRATION SERVICES ARE NOT A PART OF AB DESIGN GROUP'S SERVICES FOR THIS PROJECT.

IT IS UNDERSTOOD AND AGREED THAT AB DESIGN GROUP'S SCOPE OF SERVICES DOES NOT INCLUDE PROJECT OBSERVATION OR REVIEW OF THE BUILDER'S / CONTRACTOR'S PERFORMANCE OR ANY OTHER CONSTRUCTION PHASE SERVICES, AND THAT SUCH SERVICES WILL BE PROVIDED BY THE BUILDER. THE BUILDER ASSUMES ALL RESPONSIBILITY FOR INTERPRETATION OF THE CONTRACT DOCUMENTS, AND FOR CONSTRUCTION OBSERVATION.

CONTROL DATE: 12/10/20 (RM)

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VALE AND GLEN
6 UNIT TOWN HOMES
GENERAL NOTES
160 MPH EXP. C
JOB # 02218.007

STATE OF FLORIDA

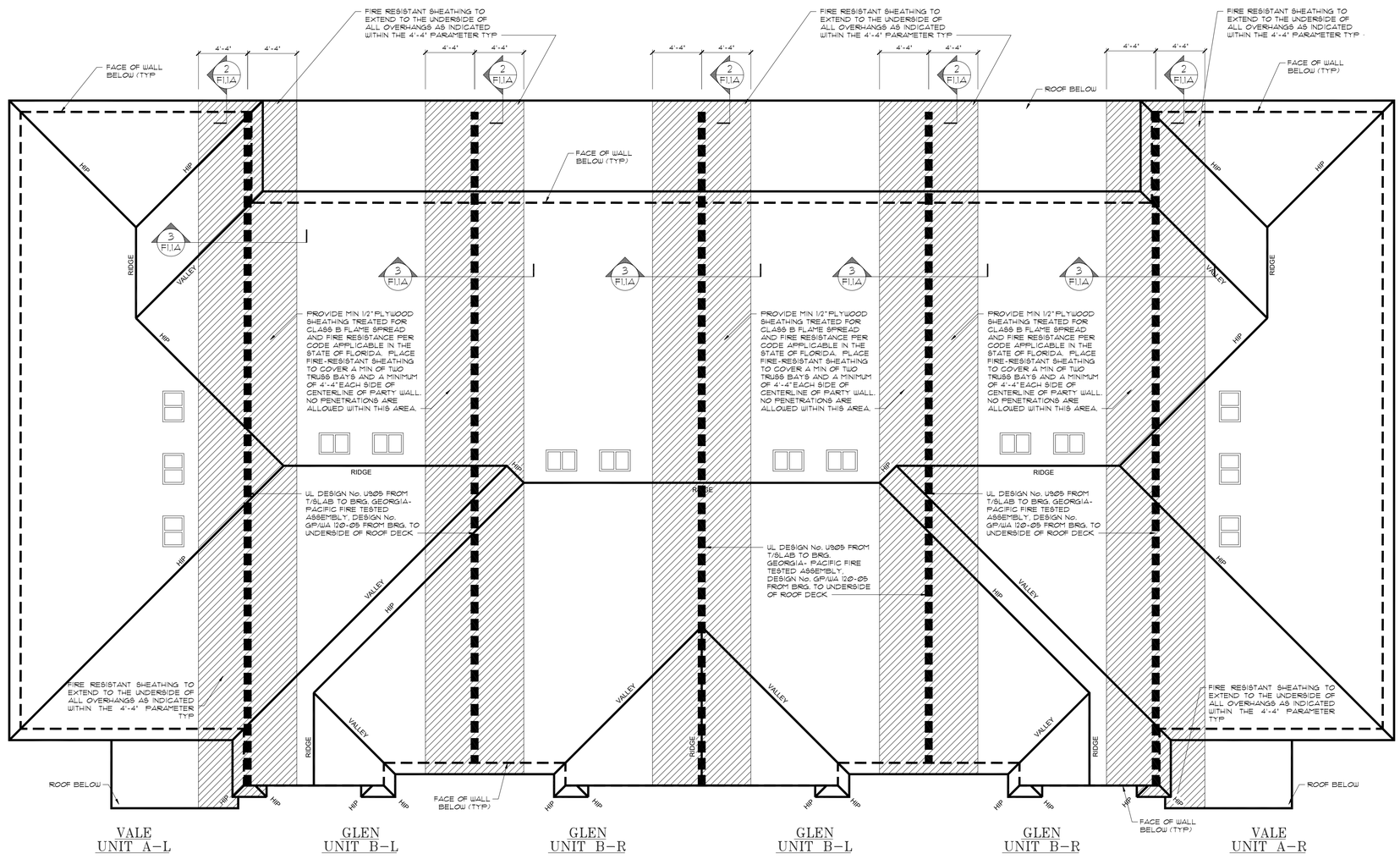
MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
GN

FIRE PROTECTION LEGEND

PROVIDE MIN 1/2" PLYWOOD SHEATHING TREATED FOR CLASS B FLAME SPREAD AND FIRE RESISTANCE PER CODE APPLICABLE IN THE STATE OF FLORIDA. PLACE FIRE-RESISTANT SHEATHING TO COVER A MIN OF TWO TRUSS BAYS AND A MINIMUM OF 4'-4" EACH SIDE OF CENTERLINE OF PARTY WALL. NO PENETRATIONS ARE ALLOWED WITHIN THIS AREA. SHEATHING TO EXTEND TO UNDERSIDE OF ALL OVERHANGS AS INDICATED WITHIN THE 4'-4" PARAMETERS

UL DESIGN NO. U305 FROM T/SLAB TO BRG. GEORGIA-PACIFIC FIRE TESTED ASSEMBLY, DESIGN No. GP/WA 120-05 FROM BRG. TO UNDERSIDE OF ROOF DECK



FIRE PROTECTION PLAN

SCALE: 3/16 = 1'-0"

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STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
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SHEET NO:
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UL Product iQ™

BXUV.U905

Design/System/Construction/Assembly Usage Disclaimer

- Authorities Having Jurisdiction should be consulted in all cases as to the particular requirements covering the installation and use of UL Certified products, equipment, system, devices, and materials.
- Authorities Having Jurisdiction should be consulted before construction.
- Fire resistance assemblies and products are developed by the design submitter and have been investigated by UL for compliance with applicable requirements. The published information cannot always address every construction nuance encountered in the field.
- When field issues arise, it is recommended the first contact for assistance be the technical service staff provided by the product manufacturer noted for the design. Users of fire resistance assemblies are advised to consult the general Guide Information for each product category and each group of assemblies. The Guide Information includes specifics concerning alternate materials and alternate methods of construction.
- Only products which bear UL's Mark are considered Certified.

BXUV - Fire Resistance Ratings - ANSI/UL 263 Certified for United States

BXUV7 - Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada

See General Information for Fire-resistance Ratings - ANSI/UL 263 Certified for United States
Design Criteria and Allowable Variances

See General Information for Fire Resistance Ratings - CAN/ULC-S101 Certified for Canada
Design Criteria and Allowable Variances

Design No. U905

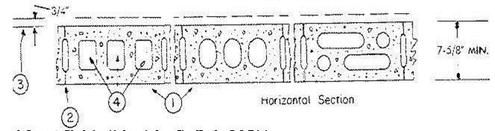
March 02, 2020

Bearing Wall Rating — 2 HR.

Nonbearing Wall Rating — 2 HR

This design was evaluated using a load design method other than the Limit States Design Method (e.g., Working Stress Design Method). For jurisdictions employing the Limit States Design Method, such as Canada, a load restriction factor shall be used — See Guide BXUV or BXUV7

*** Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.**



1. Concrete Blocks* — Various designs. Classification 0-2 (2 hr).
See Concrete Blocks category for list of eligible manufacturers.

2. Mortar — Blocks laid in full bed of mortar, nom. 3/8 in. thick, of not less than 2-1/4 and not more than 3-1/2 parts of clean sharp sand to 1 part Portland cement (proportioned by volume) and not more than 50 percent hydrated lime (by cement volume). Vertical joints staggered.

3. Portland Cement Stucco or Gypsum Plaster — Add 1/2 hr to classification if used. Where combustible members are framed in wall, plaster or stucco must be applied on the face opposite framing to achieve a max. Classification of 1-1/2 hr. Attached to concrete blocks (Item 1).

4. Loose Masonry Fill — If all core spaces are filled with loose dry expanded slag, expanded clay or shale (Rotary Kiln Process), water repellant vermiculite masonry fill insulation, or silicone treated perlite loose fill insulation add 2 hr to classification.

5. Foamed Plastic* — (Optional-Not Shown) — 1-1/2 in. thick max, 4 ft wide sheathing attached to concrete blocks (Item 1).
ATLAS ROOFING CORP — "EnergyShield Pro Wall Insulation", "EnergyShield Pro 2 Wall Insulation", EnergyShield CGF Pro and EnergyShield Ply Pro

CARLISLE COATINGS & WATERPROOFING INC — Type R2+ SHEATHE

DUPONT DE NEMOURS, INC. — Types Thermax Sheathing, Thermax Light Duty Insulation, Thermax Heavy Duty Insulation, Thermax Metal Building Board, Thermax White Finish Insulation, Thermax ci Exterior Insulation, Thermax XARMOR ci Exterior Insulation, Thermax IH Insulation, Thermax Plus Liner Panel, Thermax Heavy Duty Plus (HDP), TUFF-R™ ci Insulation, Thermax Butler Stylwall Insulation Board and Thermax Morton Heavy Duty Insulation Board

FIRESTONE BUILDING PRODUCTS CO. L. L. C — "Inverge™ CI Foil Exterior Wall Insulation" and "Inverge™ CI Glass Exterior Wall Insulation"

HUNTER PANELS, A DIVISION OF CARLISLE CONSTRUCTION MATERIALS, LLC — Types "Xci-Class A", "Xci Foil (Class A)", "Xci 286"

RMAX OPERATING L. L. C — Types "TSX-8500", "ECOMAXci FR", "TSX-8510", "ECOMAX ai FR White", "ECOMAXci", "ECOMAXci FR Air Barrier", "Thermasheath-XP", "Thermasheath", "Duraseath", "Thermasheath-3", "Duraseath-3".

5A. Building Units — As an alternate to Items 5, min. 1-in thick polyisocyanurate composite foamed plastic insulation boards, nom. 48 by 48 or 96 in.
HUNTER PANELS, A DIVISION OF CARLISLE CONSTRUCTION MATERIALS, LLC — "Xci NB", "Xci Ply"

RMAX OPERATING L. L. C — "Thermasheath-5", "ECOBASEci", "Thermalase-CI", "ECOMAXci FR Ply", "ECOMAXci Ply".

*** Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada),**

respectively.

Last Updated on 2020-03-02

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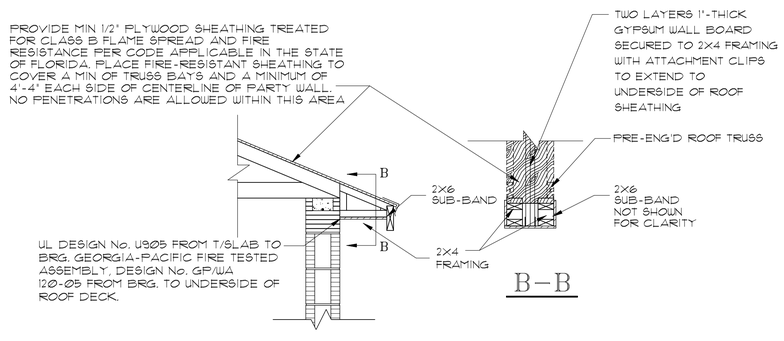
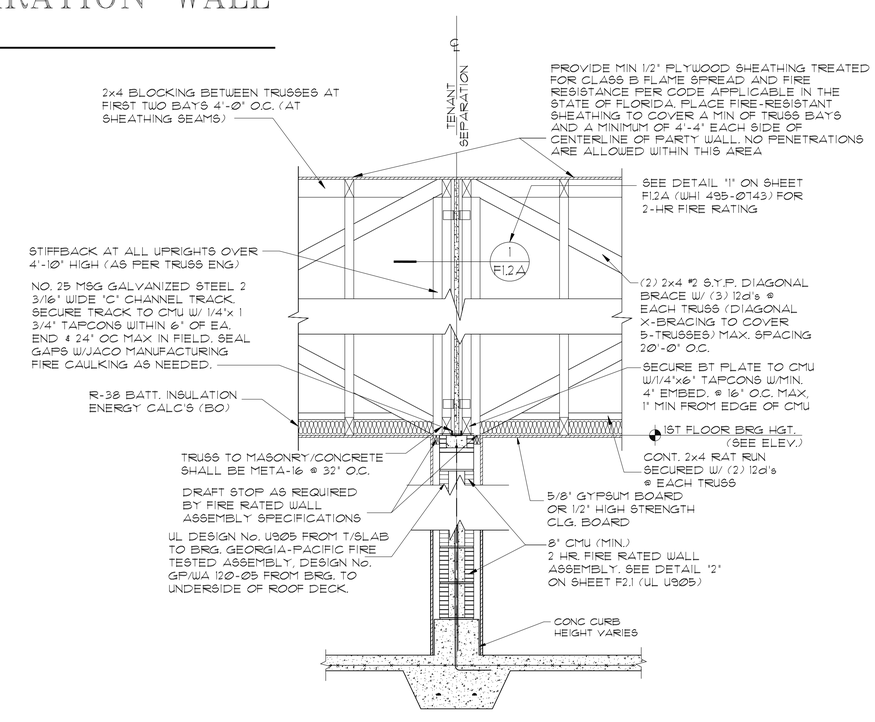
1 2HR FIRE RATED SEPARATION WALL UL DESIGN NO. U905

SCALE: NTS



2 2HR FIRE RATED SEPARATION WALL

SCALE: 3/4" = 1'-0"



3 2HR FIRE RATED SEPARATION WALL

SCALE: 3/4" = 1'-0"

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FIRE PROTECTION DETAILS AND ASSEMBLIES
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JOB # 02218.007

STATE OF FLORIDA

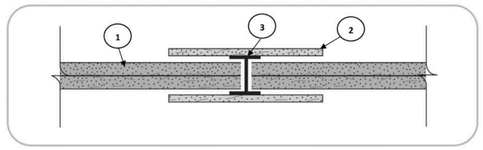
MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
F1.1A

intertek
Total Quality. Assured.

Division 09 – Finishes
09 21 00 Plaster and Gypsum Board Assemblies
09 21 16.33 Gypsum Board Area Separation Wall Assemblies

Georgia-Pacific Gypsum, LLC
Design No. GP/WA 120-05
Non-Bearing Wall Assembly
Area Separation Wall
ASTM E119
Rating: 2 hours



1. **CERTIFIED MANUFACTURER:** Georgia-Pacific Gypsum, LLC

   CERTIFIED PRODUCT: Gypsum Shaftliner

   CERTIFIED MODEL: ToughRock Staftliner or DensGlass Shaftliner

   Gypsum Shaftliner: Two layers 1-in. (25.4 mm) ToughRock Staftliner or DensGlass Shaftliner inserted in H-Studs 24-in. (610 mm) o.c.

2. **Gypsum Board:** Metal covered using 6-in. (152 mm) wide ½-in. (12.7 mm) DensArmor Plus Fireguard C Interior Panels or ½-in. (12.7 mm) ToughRock Fireguard C gypsum board.

3. **Steel Studs**: 'H' shaped Studs, 1-1/2-in. (38.1 mm) wide × 2-in. (50.8 mm) deep, roll-formed from minimum 0.018-in. thick galvanized steel. Cut to length ½-in. less than the openings height and spaced a maximum of 24-in. (610 mm) o.c.

Date Issued: June 5, 2019 | Page 1 of 1 | Project No. WHI-495-0743

Version: 02 August 2017 | SFT-BC-OP-191

WARNOCK HERSEY INTERNATIONAL INC. | WHI-495-0743/0744 PAGE 18 OF 40

FIGURE #1
"H" STUD AND "U" TRACK

ALL MATERIAL ROLL-FORMED FROM HOT-DIPPED, GALVANIZED STEEL, 0.016" THICK AND DIMENSIONED AS SHOWN.

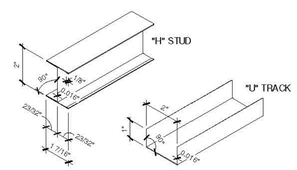


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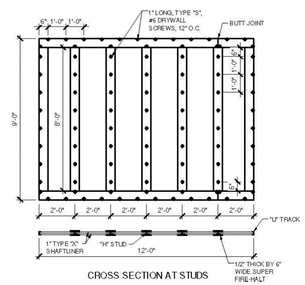
FIGURE #2
ELEVATION - SCREW LOCATIONS



CROSS SECTION AT STUDS

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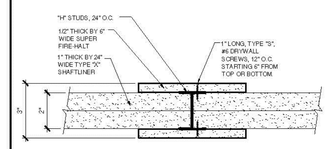
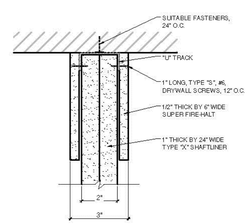
FIGURE #3
CROSS SECTION DETAIL AT STUD



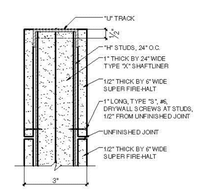
WARNOCK HERSEY INTERNATIONAL INC. | WHI-495-0743/0744 PAGE 21 OF 40

FIGURE #4
TOP OR BOTTOM DETAIL BETWEEN STUDS OR END DETAIL



WARNOCK HERSEY INTERNATIONAL INC. | WHI-495-0743/0744 PAGE 22 OF 40

FIGURE #5
TOP OR BOTTOM DETAIL AT STUDS



2HR FIRE RATED SEPARATION WALL DESIGN NO. GP/WA 120-05

1 SCALE: NTS

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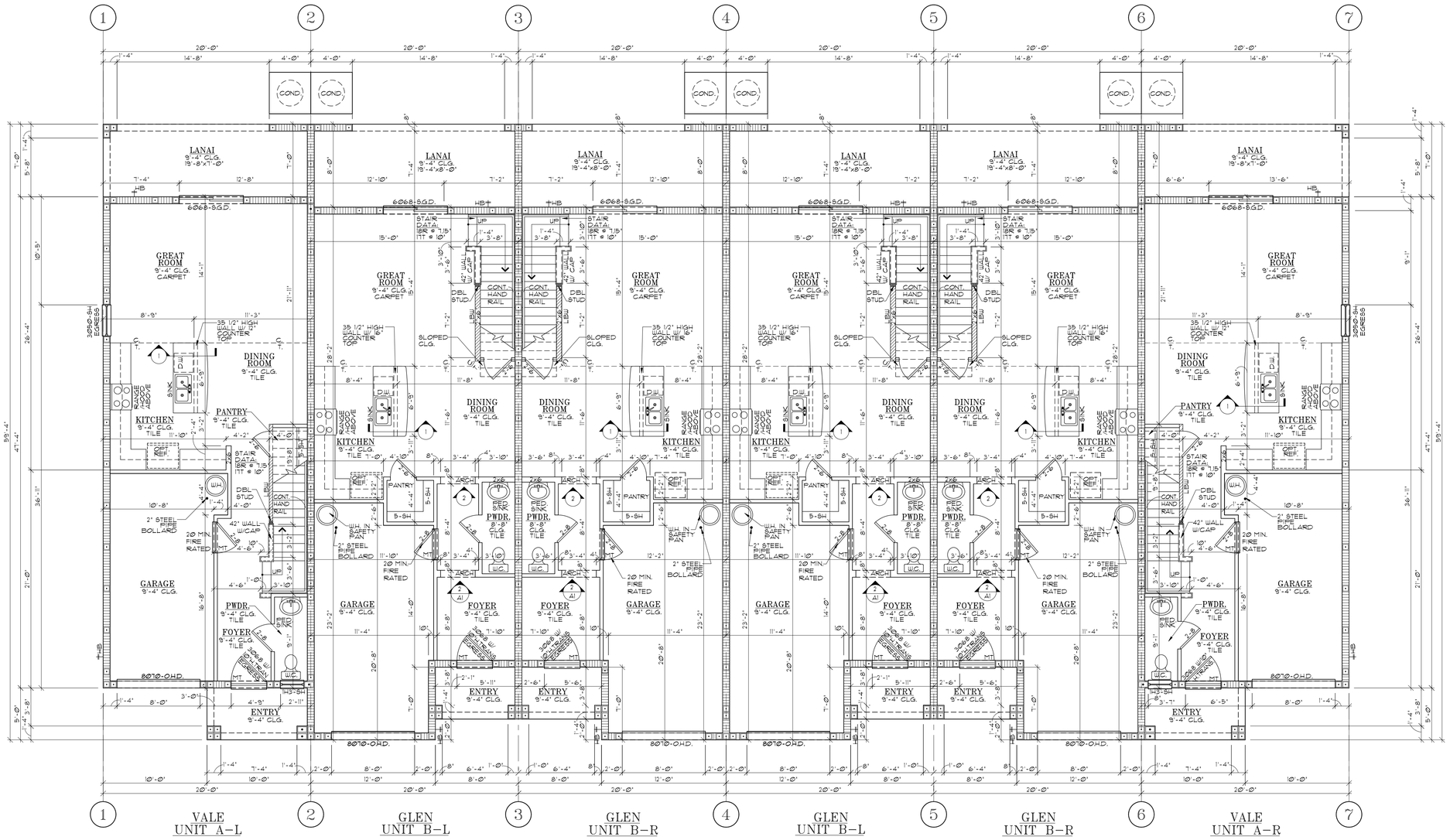
FIRE SEPARATION
SHAFTLINER
160 MPH EXP. C

JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
F1.2A



FIRST FLOOR PLAN

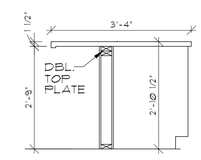
SCALE: 3/16 = 1'-0"

COMPONENT AND CLADDING WIND LOADS BASIC WIND EXPOSURE FOR 3 SECOND GUSTS				
OPENINGS AND TYPE	SQUARE FOOTAGE	ZONE	160 MPH WIND (Vult)	REMARKS
1H3-SH WINDOW	8	5	33.9/-62.1	
3050-SH WINDOW	15	5	33.9/-62.1	
3068 EXTERIOR SWING DOOR	20	5	33.9/-62.1	
6068 S.G.D.	40	5	30.9/-54.1	
8070 O.H.D.	56	5	31.9/-56.7	
12"X12" SOFFIT	10	5	37.3/-49.9	

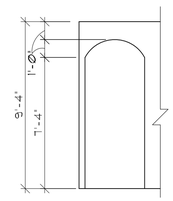
BASIC WIND SPEED MPH = 160 (Vult)
INTERNAL PRESSURE COEFFICENT = ± 0.18 BLDG. CAT.=II, EXP.=C, MEAN ROOF HT. = 22'-2"

PRESSURES HAVE BEEN MODIFIED PER SECTION R301.2.1 OF THE FBCR 7TH ED. (2020) TO MEET TESTED ALLOWABLE OR NOMINAL WIND LOAD VALUES FROM THE PRODUCT MANUFACTURER. **CONTROL DATE 11/17/20**

NOTE:
- 2-8 LOUV. DOOR W/ AIR HANDLER ON METAL STAND OR 2-8 SOLID DOOR W/ RETURN PLENUM AND RETURN AIR GRILLE.
- VERIFY CONDENSER PAD LOCATION WITH SITE PLAN
- OTHER OPENINGS BETWEEN THE GARAGE AND RESIDENCE SHALL BE EQUIPPED WITH SOLID WOOD DOORS NOT LESS THAN 1 3/8" (35 MM) IN THICKNESS, SOLID OR HONEYCOMB-CORE STEEL DOORS NOT LESS THAN 1 3/8" (35 MM) THICK, OR 20-MINUTE FIRE-RATED DOORS.
- THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE & ITS ATTIC AREA BY NOT LESS THAN ½"(12.7mm) GYPSUM BOARD APPLIED TO THE GARAGE SIDE. GARAGES BENEATH HABITABLE ROOMS SHALL BE SEPARATED FROM ALL HABITABLE ROOMS BY NOT LESS THAN ⅝"(15.9mm) TYPE X GYPSUM BOARD OR EQUIVALENT.
- UNDER STAIR PROTECTION:
  ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2 INCH GYPSUM BOARDS. FBCR 2020 (7TH ED.) 302.7



1 BAR DETAIL



2 ARCH DETAIL

WALL LEGEND

- 18'-4" BRG. CMU WALL
- 9'-4" BRG. CMU WALL
- LOAD BEARING WALL
- NON BEARING INTERIOR PARTITIONS

SQ.FT. CALC.'S VALE		
1ST LIVING	709	SQ. FT.
2ND LIVING	1049	SQ. FT.
TOTAL AC	1758	SQ. FT.
GARAGE	237	SQ. FT.
LANAI	140	SQ. FT.
ENTRY	48	SQ. FT.
TOTAL UNDER ROOF	2183	SQ. FT.

SQ.FT. CALC.'S GLEN		
1ST LIVING	721	SQ. FT.
2ND LIVING	972	SQ. FT.
TOTAL AC	1693	SQ. FT.
GARAGE	268	SQ. FT.
LANAI	160	SQ. FT.
ENTRY	41	SQ. FT.
TOTAL UNDER ROOF	2142	SQ. FT.

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JOB # 02218.007

STATE OF FLORIDA

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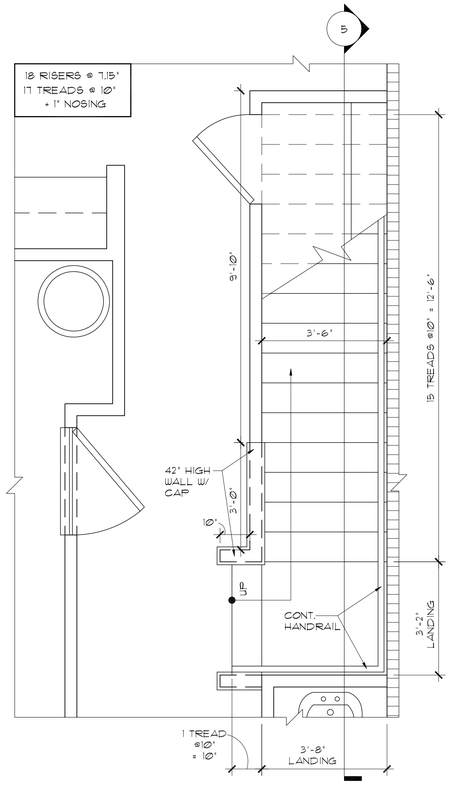
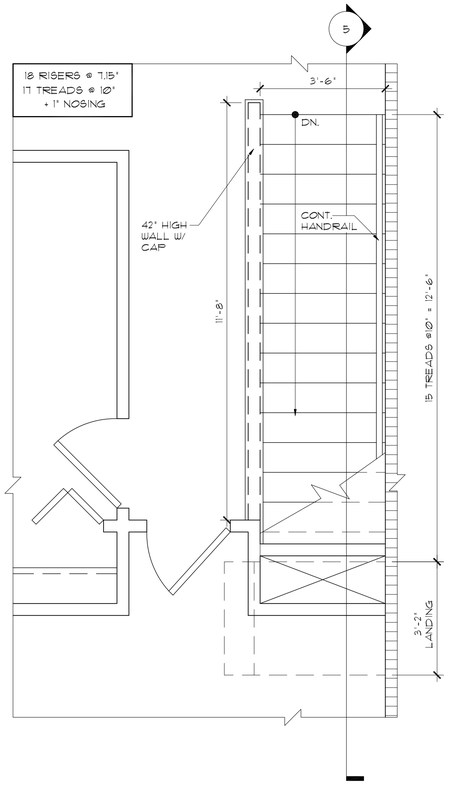
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
A1



1ST. FLOOR STAIR PLAN

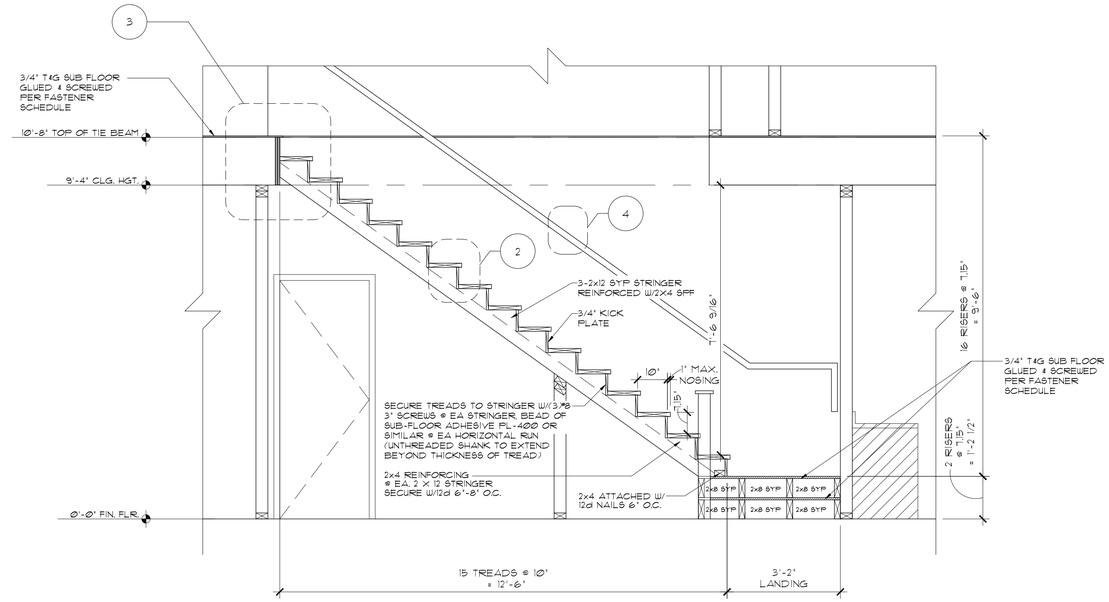


2ND. FLOOR STAIR PLAN

STAIR PLAN – VALE UNIT LEFT

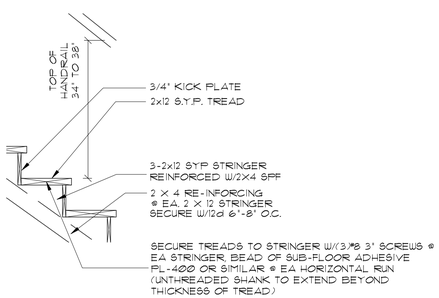
SCALE: 1/2" = 1'-0"

NOTE:
STAIRS RISERS TO CONFORM TO FBCR 7TH ED. (2020)
3/16" MAX. VARIATION IN RISERS/TREADS ADJACENT TO EACH OTHER.
3/8" MAX. VARIATION IN ANY RISER/TREAD
HANDRAIL CIRCULAR CROSS SECTION DIA. TO BE 1 3/4" +-1/4" OR PROVIDE EQUIVALENT GRASPABILITY.
WINDERS- MIN. 6" WIDE @ NARROW END MIN. 11" WIDTH @ 12" FROM NARROW END
34" MIN. HANDRAIL HGT.



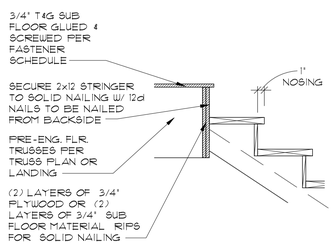
1 STAIR SECTION – VALE LEFT

1/2"=1'-0" A UNIT RIGHT OPPOSITE



2 STAIR DETAIL

SCALE: 3/4 = 1'-0"

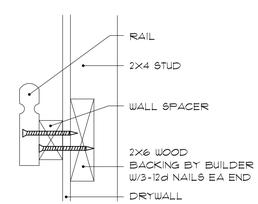


3 STAIR LANDING DETAIL

SCALE: 3/4 = 1'-0"

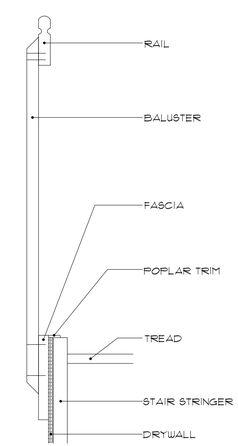
PRODUCTION RAILING SYSTEM

RAILING SYSTEM TO COMPLY WITH THE FLORIDA BUILDING CODE RESIDENTIAL - 2020 - IN ACCORDANCE WITH SECTION - R311.7.8



WALLMOUNT RAIL

NOTE: THIS RAILING SYSTEM IS DESIGN TO RESIST A LOAD OF 50 PLF FOR A CONCENTRATED LOAD OF 200 POUNDS APPLIED IN ANY DIRECTION AT THE TOP OF SUCH BARRIERS AT ANY LOCATION ON THE SAFEGUARD, WHICHEVER CONDITION PRODUCES THE MAXIMUM STRESSES- FBCR 7TH ED. (2020) SECTION 1607.8.1



4 HANDRAIL DETAIL

SCALE: 3/4 = 1'-0"

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JOB # 02218.007

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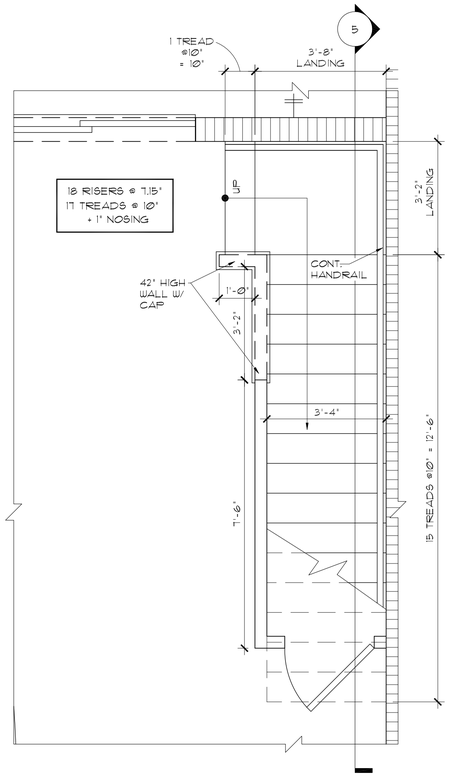
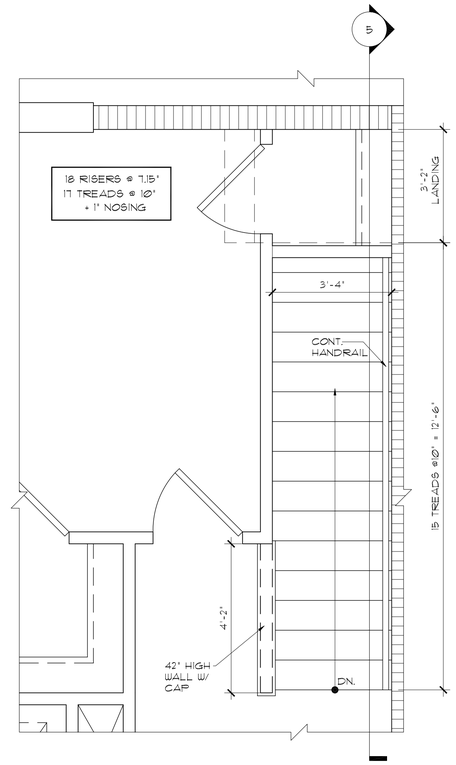
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
A1A



1ST. FLOOR STAIR PLAN



2ND. FLOOR STAIR PLAN

STAIR PLAN – GLEN UNIT LEFT

SCALE: 1/2"= 1'-0"

NOTE:
STAIRS RISERS TO CONFORM TO FBCR 7TH ED. (2020)
3/16" MAX. VARIATION IN RISERS/TREADS ADJACENT TO EACH OTHER.
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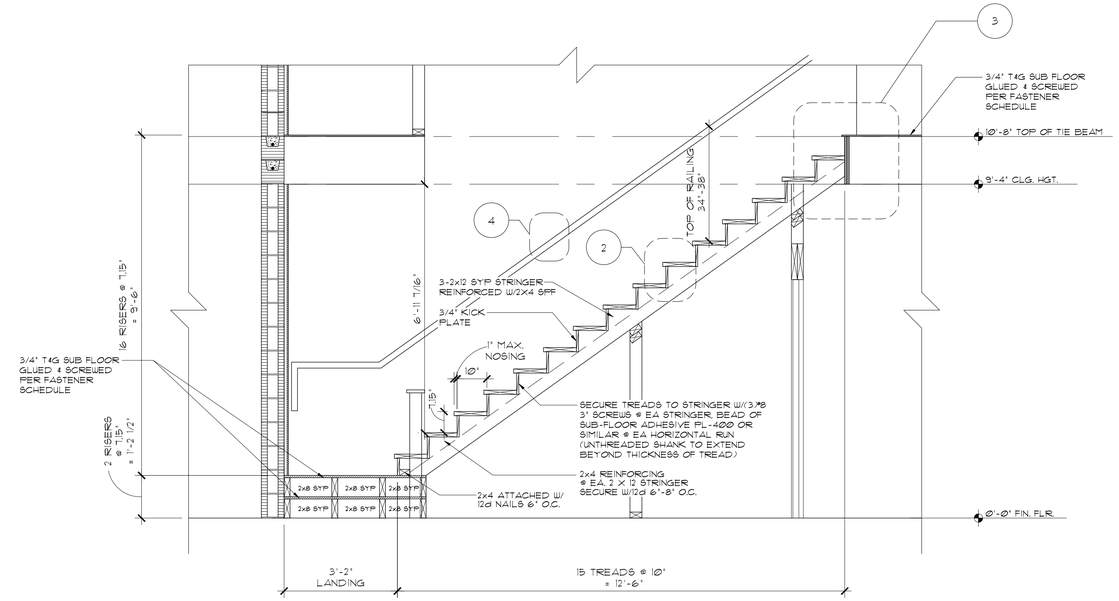
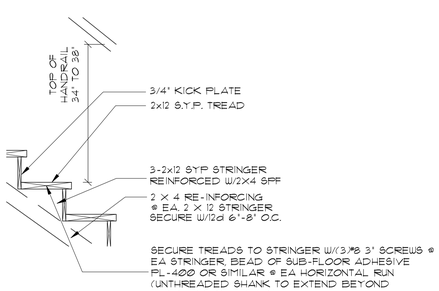


1 STAIR SECTION – GLEN LEFT

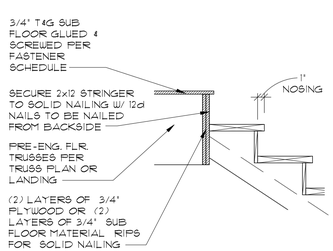
1/2"=1'-0"

A UNIT RIGHT OPPOSITE



2 STAIR DETAIL

SCALE: 3/4 = 1'-0"

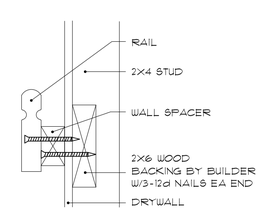


3 STAIR LANDING DETAIL

SCALE: 3/4 = 1'-0"

PRODUCTION RAILING SYSTEM

RAILING SYSTEM TO COMPLY WITH THE FLORIDA BUILDING CODE RESIDENTIAL - 2020 - IN ACCORDANCE WITH SECTION - R311.7.8



WALLMOUNT RAIL

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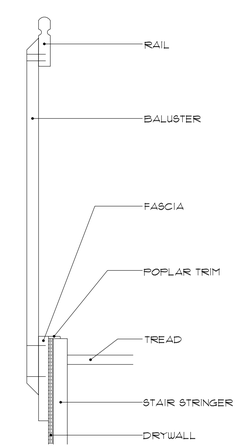
FBCR 7TH ED. (2020) SECTION 1607.8.1



4 HANDRAIL DETAIL

SCALE: 3/4 = 1'-0"

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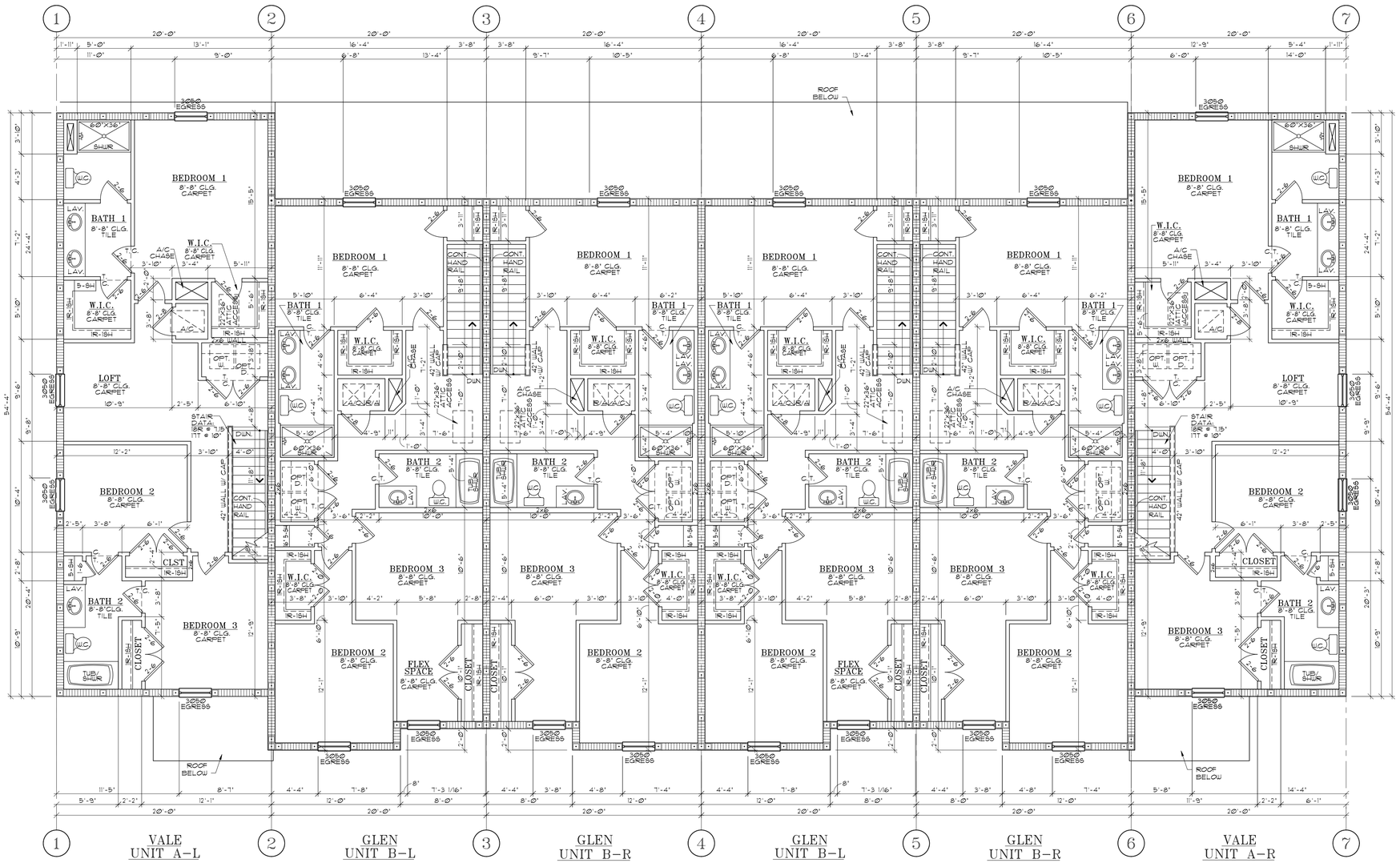

SECOND FLOOR PLAN

SCALE: 3/16 = 1'-0"

NOTE:
IN OCCUPANCIES REQUIRING RESCUE WINDOWS THE WINDOWS SHALL BE DESIGNED SO THAT THE WINDOW IS OPENABLE FROM THE INSIDE WITHOUT THE USE OF TOOLS AND SHALL PROVIDE A CLEAR OPENING OF NOT LESS THAN 20 INCHES IN WIDTH, 24 INCHES IN HEIGHT, AND 5.7 SQUARE FEET IN AREA. THE BOTTOM OF THE OPENING SHALL BE NOT MORE THAN 44 INCHES ABOVE THE FLOOR. THE CLEAR OPENING SHALL ALLOW A RECTANGULAR SOLID WITH A WIDTH AND HEIGHT THAT PROVIDES NOT LESS THAN 20 INCHES TO PASS FULLY THROUGH THE OPENING.

COMPONENT AND CLADDING WIND LOADS
BASIC WIND EXPOSURE FOR 3 SECOND GUSTS

OPENINGS AND TYPE	SQUARE FOOTAGE	ZONE	160 MPH WIND (Vult)	REMARKS
1H3-SH WINDOW	8	5	33.9/-62.1	
3050-SH WINDOW	15	5	33.9/-62.1	
3068 EXTERIOR SWING DOOR	20	5	33.9/-62.1	
6068 S.G.D.	40	5	30.9/-54.1	
8070 O.H.D.	56	5	31.9/-56..7	
12"x12" SOFFIT	10	5	37.3/-49.9	

BASIC WIND SPEED MPH = 160 (Vult)
INTERNAL PRESSURE COEFFICENT = ± 0.18 BLDG. CAT.=II, EXP.=C, MEAN ROOF HT. = 22'-2"

PRESSURES HAVE BEEN MODIFIED PER SECTION R301.2.1 OF THE FBCR 7TH ED. (2020) TO MEET TESTED ALLOWABLE OR NOMINAL WIND LOAD VALUES FROM THE PRODUCT MANUFACTURER. **CONTROL DATE 11/17/20**

SQ.FT. CALC.'S VALE		
1ST LIVING	709	SQ. FT.
2ND LIVING	1049	SQ. FT.
TOTAL AC	1758	SQ. FT.
GARAGE	237	SQ. FT.
LANAI	140	SQ. FT.
ENTRY	48	SQ. FT.
TOTAL UNDER ROOF	2183	SQ. FT.

SQ.FT. CALC.'S GLEN		
1ST LIVING	701	SQ. FT.
2ND LIVING	972	SQ. FT.
TOTAL AC	1673	SQ. FT.
GARAGE	268	SQ. FT.
LANAI	160	SQ. FT.
ENTRY	41	SQ. FT.
TOTAL UNDER ROOF	2142	SQ. FT.

WALL LEGEND

- 19'-4" BRG. CMU WALL
- 9'-4" BRG. CMU WALL
- LOAD BEARING WALL
- NON BEARING INTERIOR PARTITIONS

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160 MPH EXP. C
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STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
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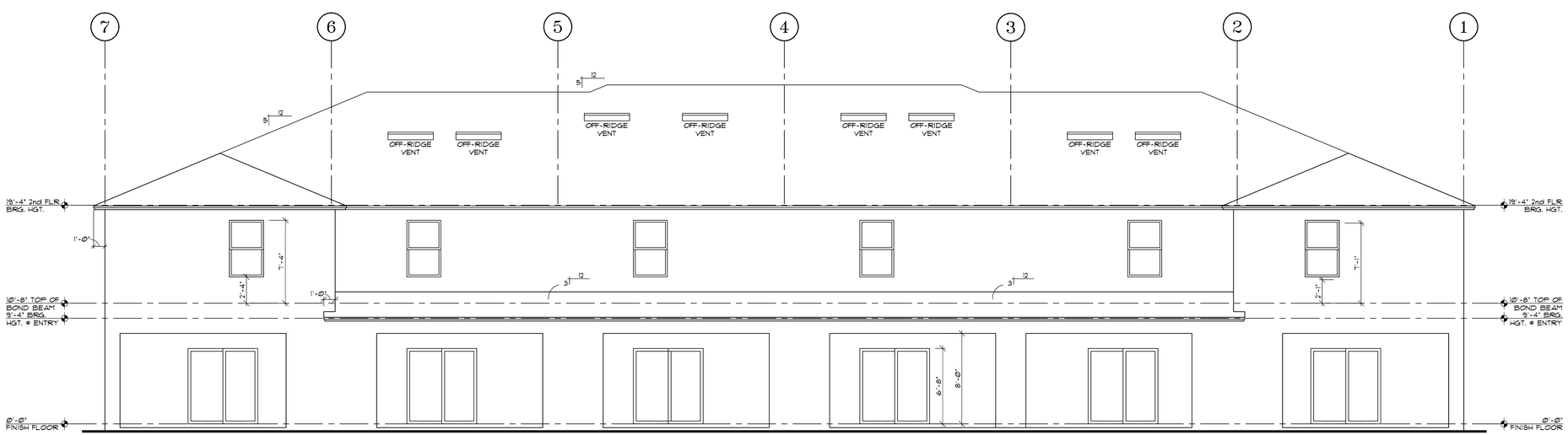
FOR OFF-RIDGE VENT CALCULATIONS
SEE SHEET A4

FRONT ELEVATION

SCALE: 3/16 = 1'-0" TEXTURED FINISH

NOTE: WALL FENESTRATION FLASHING AS PER FBCR 703.4



REAR ELEVATION

SCALE: 3/16 = 1'-0" TEXTURED FINISH

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FRONT & REAR ELEVATIONS

160 MPH EXP. C

JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

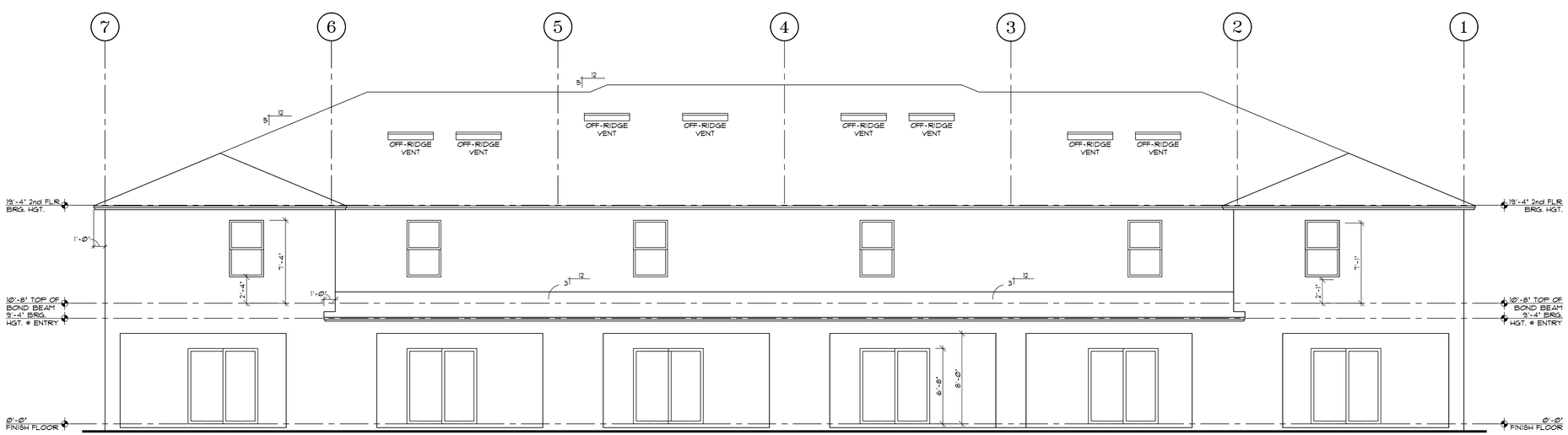
DATE: 7/7/2021
SCALE:
SHEET NO:
A3

FOR OFF-RIDGE VENT CALCULATIONS
SEE SHEET A4

FRONT ELEVATION

SCALE: 3/16 = 1'-0" TEXTURED FINISH

NOTE: WALL FENESTRATION FLASHING AS PER FBCR 703.4
STONE VENEER TO BE INSTALLED PER
MANUFACTURER'S SPECIFICATIONS



REAR ELEVATION

SCALE: 3/16 = 1'-0" TEXTURED FINISH

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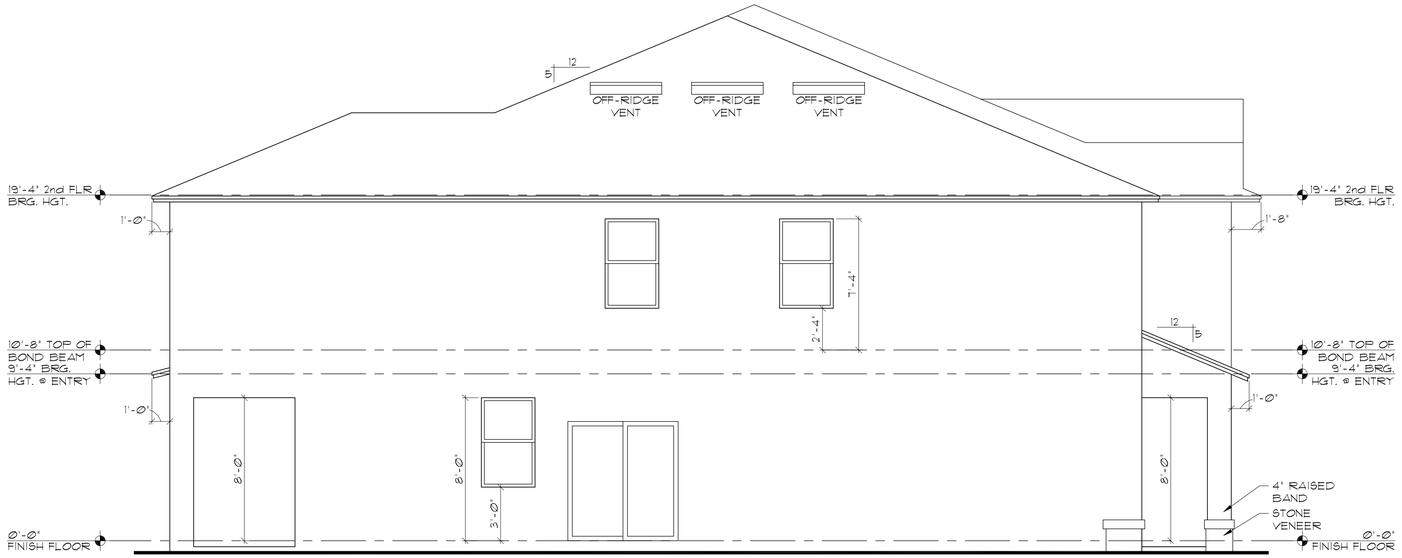
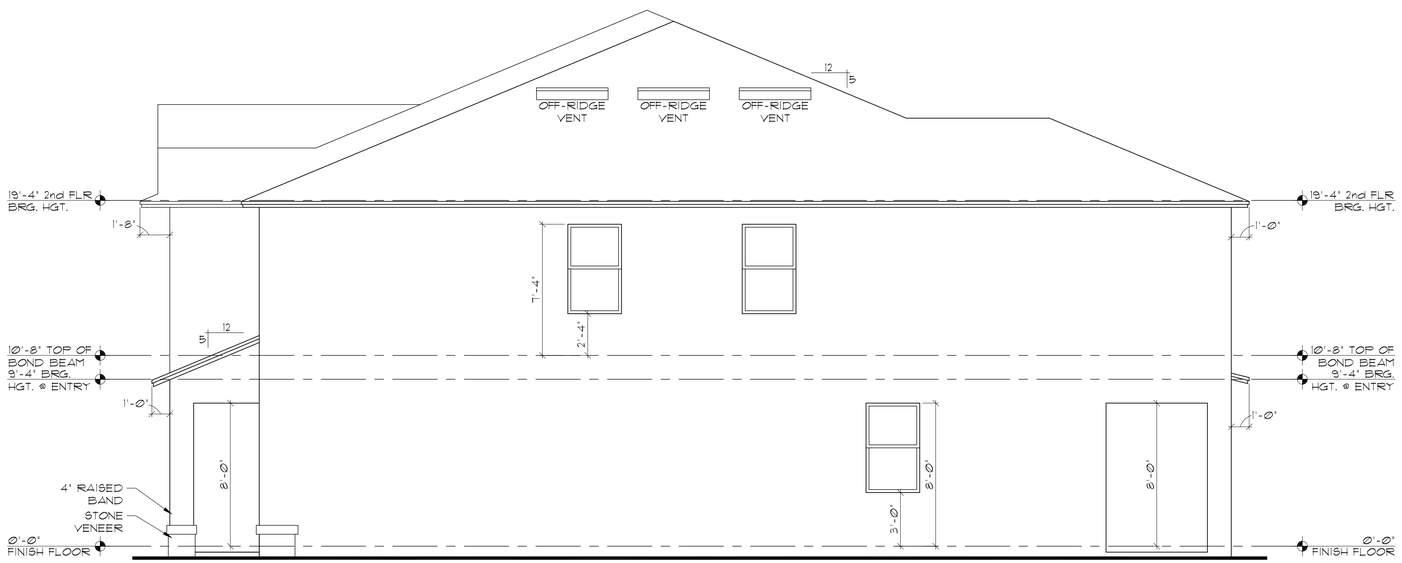


LEFT ELEVATION

SCALE: 1/4 = 1'-0' TEXTURED FINISH

NOTE: STONE VENEER TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
WALL FENESTRATION FLASHING AS PER FBCR 703.4



RIGHT ELEVATION

SCALE: 1/4 = 1'-0' TEXTURED FINISH

NOTE: STONE VENEER TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
WALL FENESTRATION FLASHING AS PER FBCR 703.4

OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "A"	
AREA OF ATTIC*	1201 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	4.00 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	576.48 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	288.24 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**3 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "B"	
AREA OF ATTIC*	1043 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	3.48 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	500.64 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF	250.32 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**2 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "B"	
AREA OF ATTIC*	1044 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	3.48 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	501.12 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	250.56 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**2 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "B"	
AREA OF ATTIC*	1043 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	3.48 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	500.64 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	250.32 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**2 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "B"	
AREA OF ATTIC*	1043 SQ. FT.
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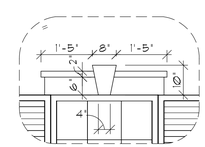
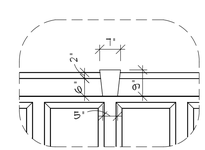
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	250.32 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**2 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "A"	
AREA OF ATTIC*	1201 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	4.00 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	576.48 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	288.24 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**3 UNITS**
*AREA OF ATTIC IS THE PERIMITER OF THE HOUSE, LESS THE OVERHANG	
TOTAL NUMBER OF OFF RIDGE VENTS	**14**



A DECO. DTL.
SCALE: 1/2 = 1'-0'



B DECO. DTL.
SCALE: 1/2 = 1'-0'

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TITLE SHEET
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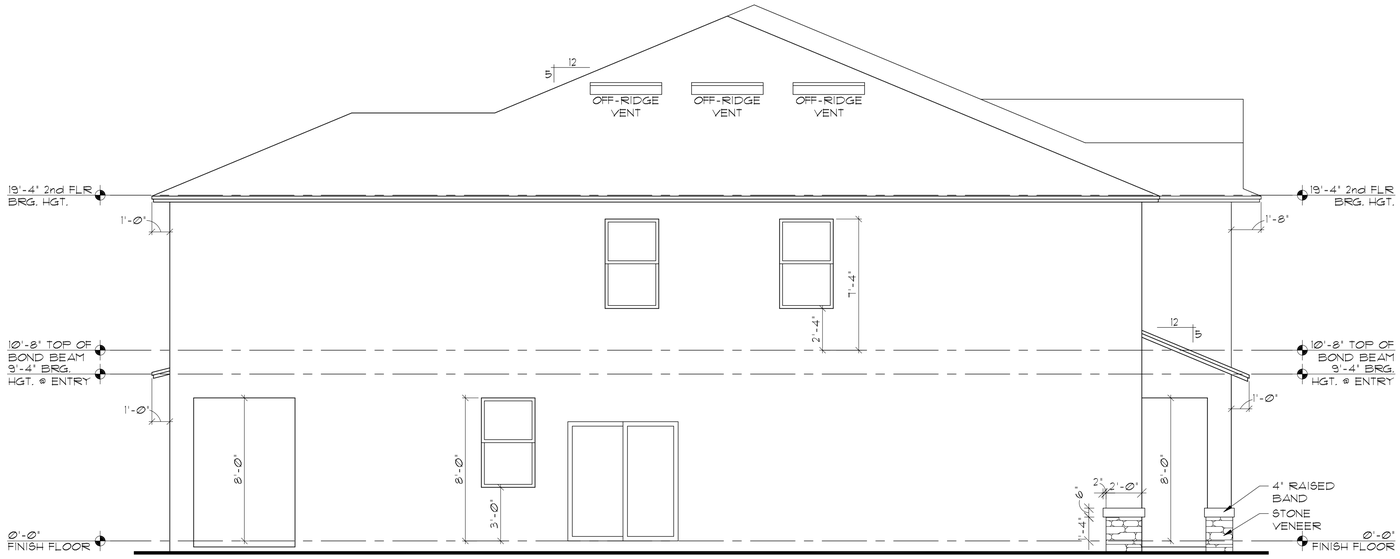
LEFT & RIGHT ELEVATIONS
160 MPH EXP. C
JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

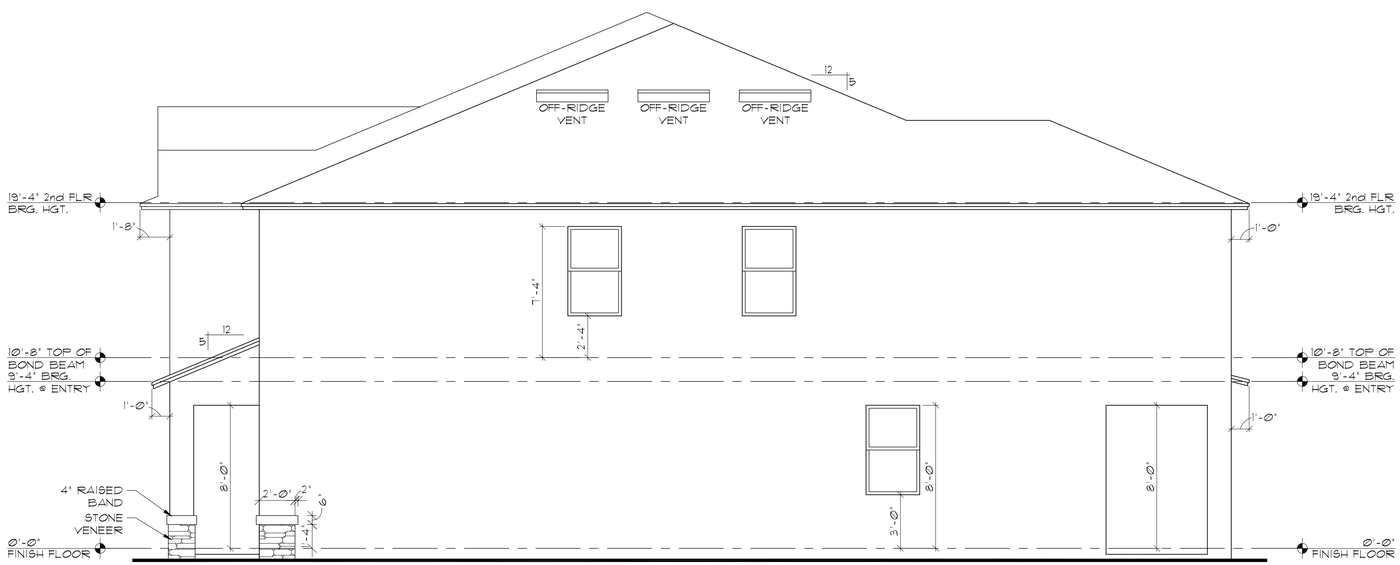
DATE: 7/7/2021
SCALE:
SHEET NO:
A4



LEFT ELEVATION

SCALE: 1/4 = 1'-0" TEXTURED FINISH

NOTE: STONE VENEER TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
WALL FENESTRATION FLASHING AS PER FBCR 703.4



RIGHT ELEVATION

SCALE: 1/4 = 1'-0" TEXTURED FINISH

NOTE: STONE VENEER TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS

OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "A"	
AREA OF ATTIC*	1201 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	4.00 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	576.48 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	288.24 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**3 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "B"	
AREA OF ATTIC*	1043 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	3.48 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	500.64 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF	250.32 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**2 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "B"	
AREA OF ATTIC*	1044 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	3.48 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	501.12 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	250.56 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**2 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "B"	
AREA OF ATTIC*	1045 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	3.48 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	501.60 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	250.8 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**2 UNITS**
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "B"	
AREA OF ATTIC*	1043 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	3.48 SQ. FT.
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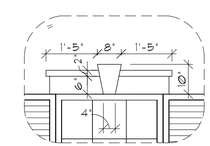
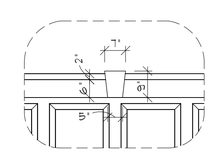
OFF RIDGE VENT CALCULATION FOR ATTIC AREA ABOVE DRAFT STOP CONFINES OF UNIT "A"	
AREA OF ATTIC*	1201 SQ. FT.
REQUIRED VENTILATION AREA AT 1 PER 300	4.00 SQ. FT.
VENTILATION AREA X SQ. INCHES PER FT. (144)	576.48 SQ. IN.
MAX. ALLOWED VENTILATION IN UPPER PORTION OF ATTIC (50% OF TOTAL REQUIRED VENTILATION AREA)	288.24 SQ. IN.
NUMBER OF LOMANCO 770-DFT VENTS REQUIRED AT 140 SQ.IN. PER VE	**3 UNITS**
*AREA OF ATTIC IS THE PERIMITER OF THE HOUSE, LESS THE OVERHANG (EXTERIOR OF WALL TO EXTERIOR OF WALL, NO OVERHANGS INCLUDED)	
TOTAL NUMBER OF OFF RIDGE VENTS	**16**



A DECO. DTL.
SCALE: 1/2 = 1'-0"



B DECO. DTL.
SCALE: 1/2 = 1'-0"

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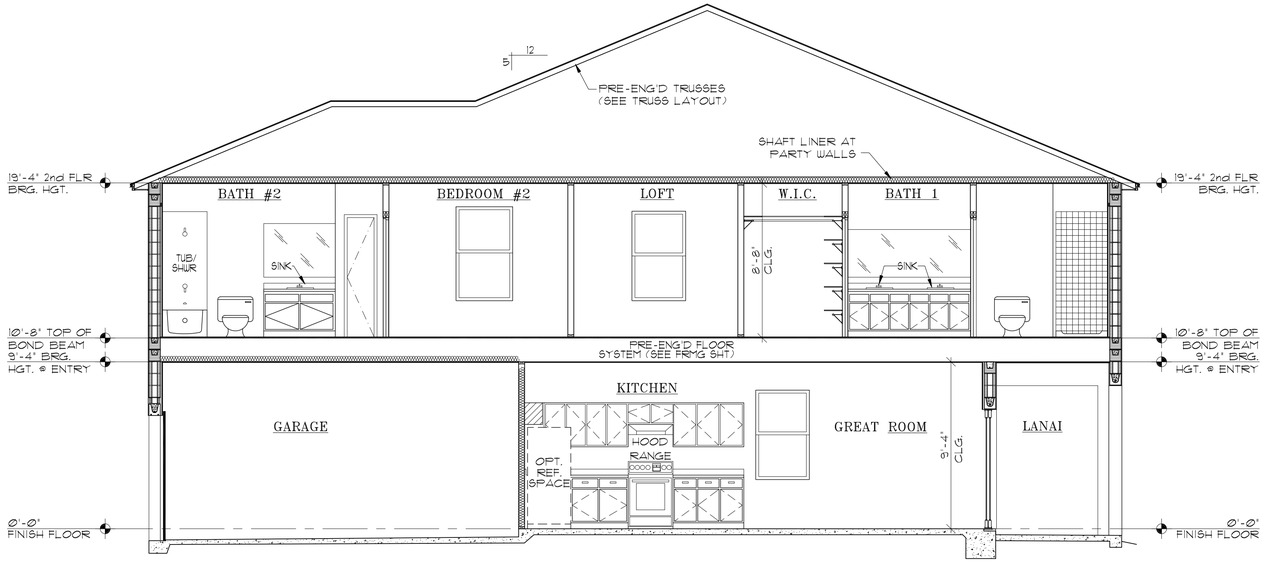
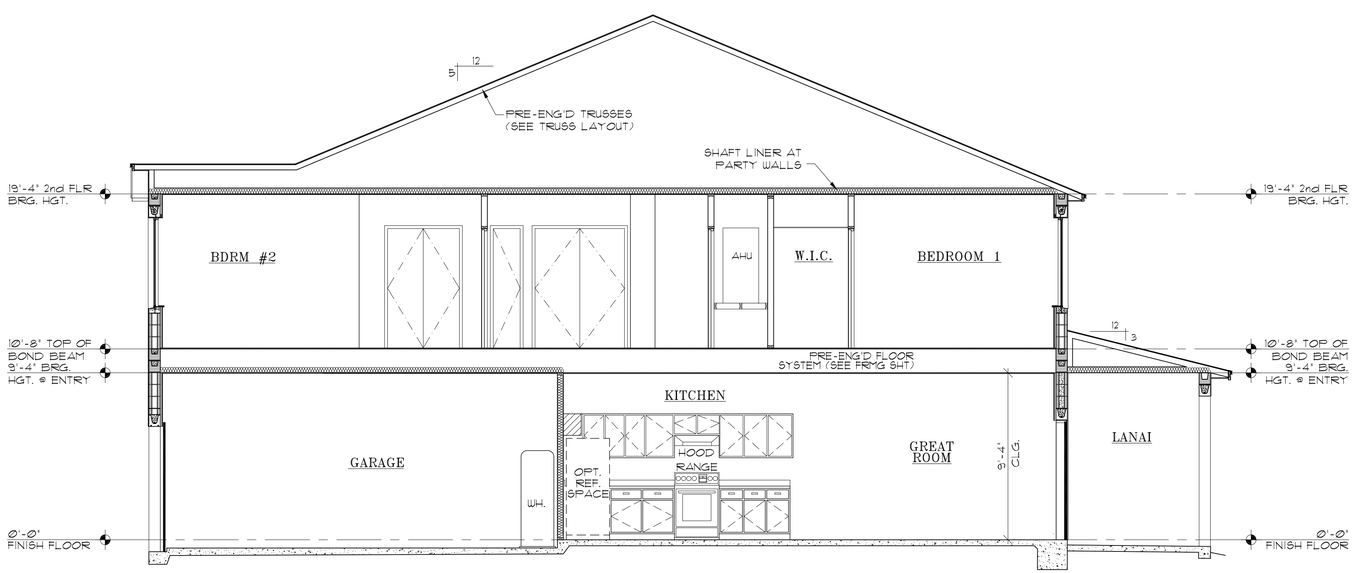


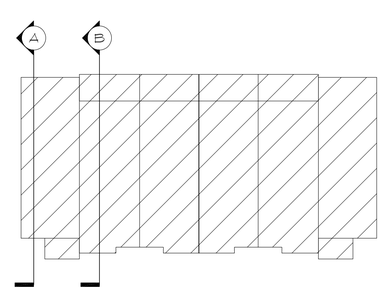
A VALE UNIT BUILDING SECTION

1/4"=1'-0"



B GLEN UNIT BUILDING SECTION

1/4"=1'-0"



KEY PLAN

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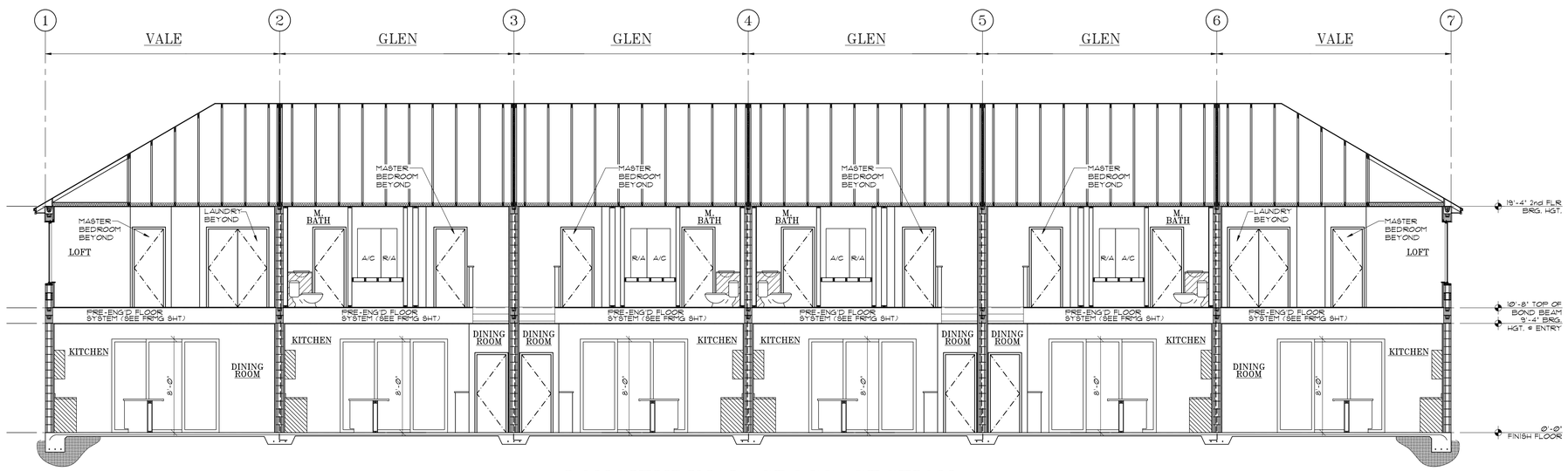
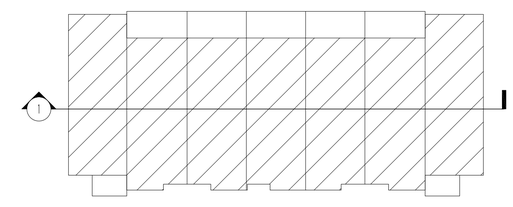


1 LONGITUDINAL CROSS SECTION

3/16"=1'-0"



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CROSS SECTION

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STATE OF FLORIDA

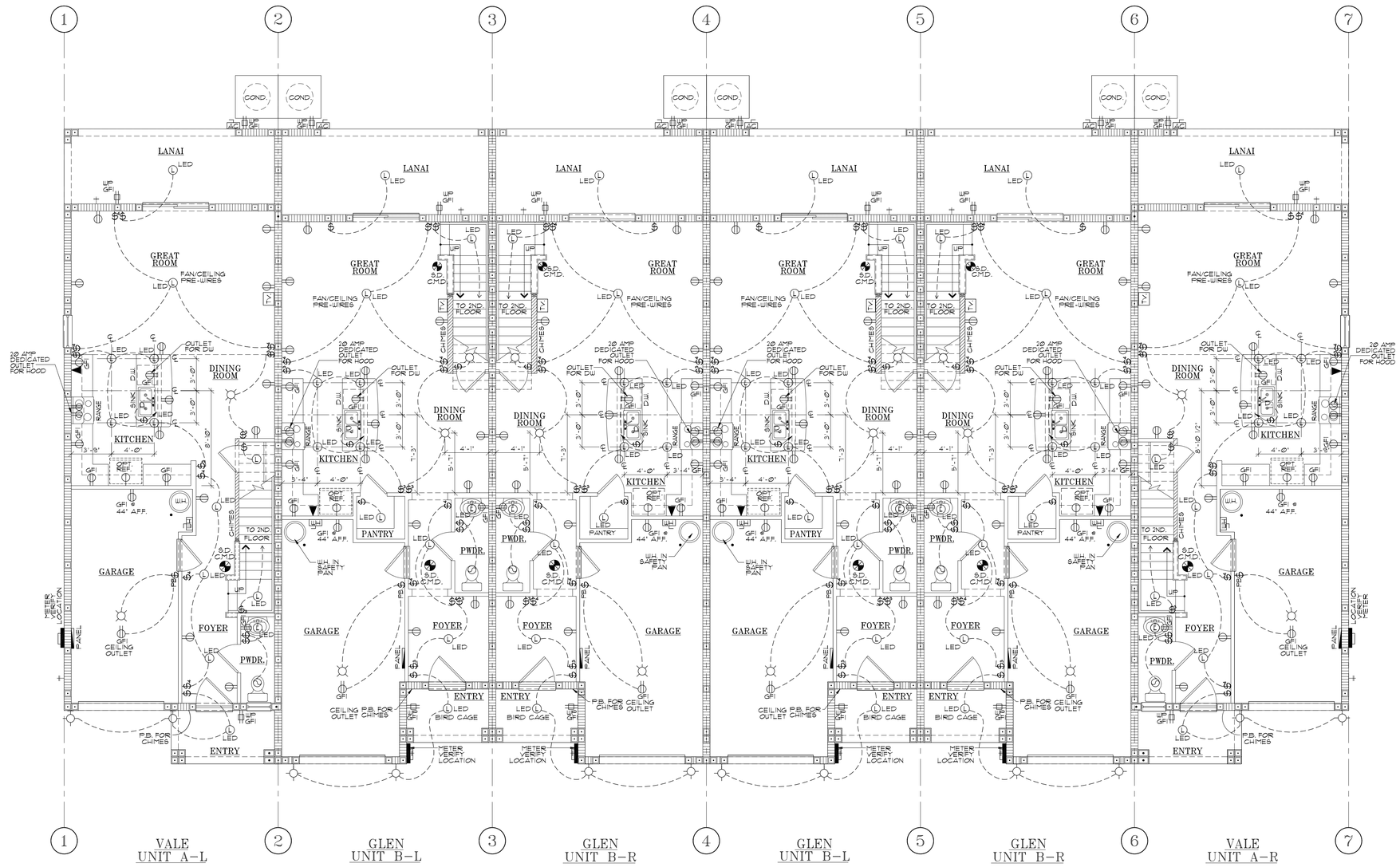
MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
A6

ELECTRICAL LEGEND		
SYMBOL	DEFINITION	NOTES
	125V OUTLET	20 AMP SINGLE POLE
	110V OUTLET	
	110V OUTLET	1/2 OF OUTLET WIRED TO SWITCH
GFI	110V OUTLET	EQUIPED WITH GROUND FAULT INTERRUPTER (TAMPER RESISTANT TYPE)
	220V OUTLET	4 WIRE CONNECTION
	EXTERIOR WATERPROOF OUTLET	GROUND FAULT INTERRUPTER
$	SWITCH	
$3	SWITCH	3-WAY OPER.
$4	SWITCH	4-WAY OPER.
L	LED LIGHT	
	WALL MOUNTED LIGHT	
	CEILING LIGHT	
VP	VAPOR PROOF LIGHT	
	RECESSED CAN	
	VENT. FAN	1 CFM PER SQ. FT.
	VENT. FAN W/LIGHT	1 CFM PER SQ. FT.
	2' LIGHT STRIP	
	4' LIGHT STRIP	
	8 BULB LIGHT STRIP	
	2' FLUORESCENT	
	4' FLUORESCENT	
	PANEL	
	METER	
S.D.	SMOKE DETECTOR	BATT. BACK-UP W/ HARDWIRE OR WIRELESS INTERCONNECTION.
W S.D.	WALL MOUNTED SMOKE DETECTOR	BATT. BACK-UP W/ HARDWIRE OR WIRELESS INTERCONNECTION.
S.D. C.MD.	SMOKE /CARBON MONOXIDE DETECTOR COMBO	BATT. BACK-UP W/ HARDWIRE INTER-CONNECTED SHALL BE A DISTANCE OF NOT LESS THEN 4' FROM WALL.
	TELEPHONE JACK	
J	J-BOX	CEILING BOX REQUIRED TO BE SUPPORTED IN ACCORDANCE W/ BOX MARKED AS SUCH FOR INSPECTION.
	CEILING FAN/LIGHT	CEILING BOX REQUIRED TO BE SUPPORTED IN ACCORDANCE W/ BOX MARKED AS SUCH FOR INSPECTION.
MAIN	MAIN DISCONNECT	
WH	WATER HEATER DISCONNECT	IGNITION 18" AFF.
A/C	AIR. COND. DISCONNECT	
TV	TELEVISION JACK	
CHIMES	DOOR CHIMES	

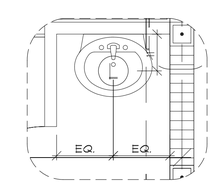
NOTES:

- LOCATION OF T.V. JACKS & PHONE OUTLETS & FANS TO BE VERIFIED @ HOMEOWNER PRE-CONSTRUCTION MEETING.
- ALL RECEPTACLES IN ALL HABITABLE ROOMS TO BE ARC FAULT PROTECTED PER NEC 2017 210.12(D)
- 20 AMP DEDICATED LAUNDRY CIRCUIT.
- GFI @ 18L.F (NOT ON KITCHEN CIRCUIT)
- DISHWASHER DISCONNECT TO BE LOCKOUT IN PANEL.
- BATHROOM EXHAUST FAN TO HAVE MIN. CAPACITY OF 50 CFM INTERMITTENT.(FBCR 6TH ED. (2020) CODE TABLE M1507.4)
- WIRING METHOD SHALL BE NON METALLIC CABLE AS N.E.C. 2017 ARTICLE 300.3 (B)(3)
- ALL RECEPTACLES TO BE TAMPER- RESISTANT TYPE
- MEANS SHALL BE PROVIDED FOR THE FIRE DEPT TO DISCONNECT. THE DISCONNECTING MEANS SHALL BE MAINTAINED ACCESSIBLE TO THE FIRE DEPARTMENT. NFPA 1, SEC. 11.1.12
- BATHTUB OR SHOWER STALL RECEPTACLES: ALL 125-VOLT, SINGLE PHASE, 15-1 20-AMP RECEPTACLES THAT ARE LOCATED WITHIN 6 FEET (1829mm) OF THE OUTSIDE EDGE OF A BATHTUB OR SHOWER STALL SHALL HAVE GROUND-CIRCUIT INTERRUPTER PROTECTIONS FOR PERSONNEL.
- LAUNDRY AREAS: 125-VOLT, SINGLE PHASE, 15-1 20-AMP RECEPTACLES INSTALLED IN LAUNDRY AREAS SHALL HAVE GFCI PROTECTION FOR PERSONNEL.
- KITCHEN DISHWASHER BRANCH CIRCUIT. GFCI PROTECTION SHALL BE PROVIDED FOR OUTLETS THAT SUPPLY DISHWASHERS IN DWELLING UNIT LOCATIONS.
- INTERIOR STAIRWAY ILLUMINATION: INTERIOR STAIRWAYS SHALL BE PROVIDED W/ AN ARTIFICIAL LIGHT SOURCE TO ILLUMINATE THE LAINGS & TREADS. THE LIGHT SOURCE SHALL BE CAPABLE OF ILLUMINATING TREADS & LAINGS TO LEVELS OF NOT LESS THAN 1 FOOT-CLE (11 LUX) AS MEASURED AT THE CENTER OF TREADS & LAINGS.
- GARAGES: THE BRANCH CIRCUIT SUPPLYING THE RECEPTACLE(S) IN A GARAGE SHALL NOT SUPPLY OUTLETS OUTSIDE OF THE GARAGE & NOT LESS THAN ONE RECEPTACLE SHALL BE INSTALLED FOR EACH MOTOR VEHICLE SPACE.



FIRST FLOOR ELECTRICAL PLAN

SCALE: 3/16 = 1'-0"



A

LED LIGHTING @ POWDER BATH

SCALE: 1/2 = 1'-0"

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TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES

FIRST FLOOR
ELECTRICAL PLAN

160 MPH EXP. C

JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
E1

ELECTRICAL LEGEND		
SYMBOL	DEFINITION	NOTES
	125V OUTLET	20 AMP SINGLE POLE
	110V OUTLET	
	110V OUTLET	1/2 OF OUTLET WIRED TO SWITCH
GFI	110V OUTLET	EQUIPED WITH GROUND FAULT INTERRUPTER (TAMPER RESISTANT TYPE)
	220V OUTLET	4 WIRE CONNECTION
	EXTERIOR WATERPROOF OUTLET	GROUND FAULT INTERRUPTER
$	SWITCH	
$3	SWITCH	3-WAY OPER.
$4	SWITCH	4-WAY OPER.
L	LED LIGHT	
	WALL MOUNTED LIGHT	
	CEILING LIGHT	
VP	VAPOR PROOF LIGHT	
	RECESSED CAN	
	VENT. FAN	1 CFM PER SQ. FT.
	VENT. FAN W/LIGHT	1 CFM PER SQ. FT.
	2' LIGHT STRIP	
	4' LIGHT STRIP	
	8 BULB LIGHT STRIP	
	2' FLUORESCENT	
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	PANEL	
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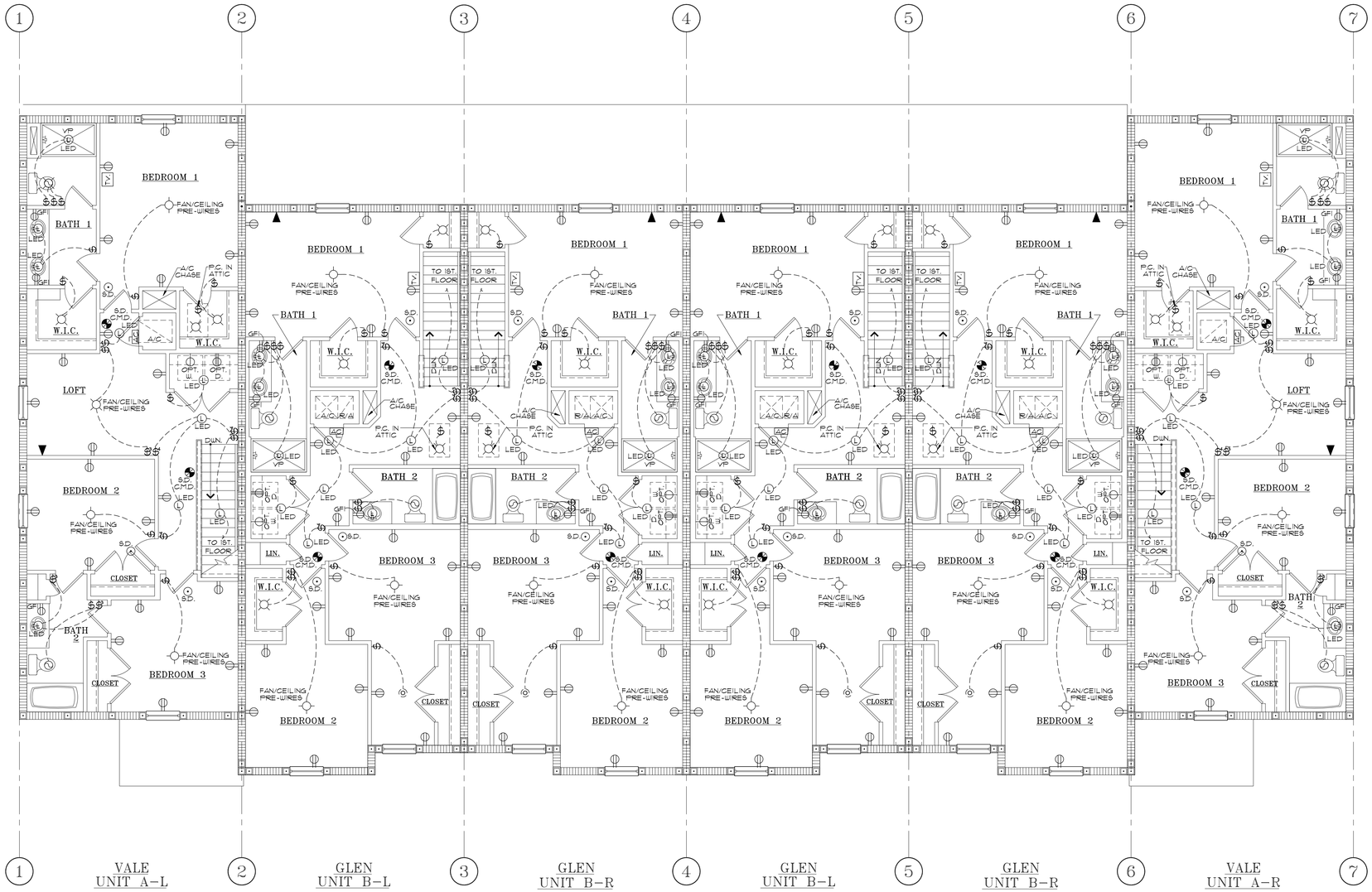
S.D.	SMOKE DETECTOR	BATT. BACK-UP W/ HARDWIRE OR WIRELESS INTERCONNECTION.
S.D.	WALL MOUNTED SMOKE DETECTOR	BATT. BACK-UP W/ HARDWIRE OR WIRELESS INTERCONNECTION
S.D. C.MD.	SMOKE /CARBON MONOXIDE DETECTOR COMBO	BATT. BACK-UP W/ HARDWIRE INTER-CONNECTED SHALL BE A DISTANCE OF NOT LESS THEN 4' FROM WALL
	TELEPHONE JACK	
J	J-BOX	CEILING BOX REQUIRED TO BE SUPPORTED IN ACCORDANCE W/ BOX MARKED AS SUCH FOR INSPECTION
	CEILING FAN/LIGHT	CEILING BOX REQUIRED TO BE SUPPORTED IN ACCORDANCE W/ BOX MARKED AS SUCH FOR INSPECTION
MAIN	MAIN DISCONNECT	
WH	WATER HEATER DISCONNECT	IGNITION 18" A.F.F.
A/C	AIR. COND. DISCONNECT	
TV	TELEVISION JACK	
CHIMES	DOOR CHIMES	

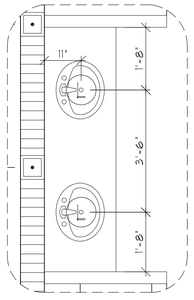
NOTES:

- LOCATION OF TV JACKS & PHONE OUTLETS & FANS TO BE VERIFIED @ HOMEOWNER PRE-CONSTRUCTION MEETING.
- ALL RECEPTACLES IN ALL HABITABLE ROOMS TO BE ARC FAULT PROTECTED PER NEC 2017 210.12(b)
- 20 AMP DEDICATED LAUNDRY CIRCUIT.
- GFI @ IBL4 (NOT ON KITCHEN CIRCUIT)
- DISHWASHER DISCONNECT TO BE LOCKOUT IN PANEL
- BATHROOM EXHAUST FAN TO HAVE MIN. CAPACITY OF 50 CFM INTERMITTENT/FBCR 6TH ED. (2020) CODE TABLE M1507.4.)
- WIRING METHOD SHALL BE NON METALLIC CABLE AS N.E.C. 2017 ARTICLE 3800.3 (B) (3)
- ALL RECEPTACLES TO BE TAMPER- RESISTANT TYPE
- MEANS SHALL BE PROVIDED FOR THE FIRE DEPT. TO DISCONNECT. THE DISCONNECTING MEANS SHALL BE MAINTAINED ACCESSIBLE TO THE FIRE DEPARTMENT. NFPA 1 SEC. 11.1.2
- BATHTUB OR SHOWER STALL RECEPTACLES: ALL 125-VOLT, SINGLE PHASE, 15-1 & 20-AMP RECEPTACLES THAT ARE LOCATED WITHIN 6 FEET (1829mm) OF THE OUTSIDE EDGE OF A BATHTUB OR SHOWER STALL SHALL HAVE GROUND-CIRCUIT INTERRUPTER PROTECTIONS FOR PERSONNEL.
- LAUNDRY AREAS: 125-VOLT, SINGLE PHASE, 15-1 &20-AMP RECEPTACLES INSTALLED IN LAUNDRY AREAS SHALL HAVE GFCI PROTECTION FOR PERSONNEL.
- KITCHEN DISHWASHER BRANCH CIRCUIT. GFCI PROTECTION SHALL BE PROVIDED FOR OUTLETS THAT SUPPLY DISHWASHERS IN DUELLING UNIT LOCATIONS.
- INTERIOR STAIRWAY ILLUMINATION: INTERIOR STAIRWAYS SHALL BE PROVIDED W/ AN ARTIFICIAL LIGHT SOURCE TO ILLUMINATE THE LANDS & TREADS. THE LIGHT SOURCE SHALL BE CAPABLE OF ILLUMINATING TREADS & LANDS TO LEVELS OF NOT LESS THAN 1 FOOT-CANDLE (11 LUX) AS MEASURED AT THE CENTER OF TREADS & LANDS.
- GARAGES: THE BRANCH CIRCUIT SUPPLYING THE RECEPTACLE(S) IN A GARAGE SHALL NOT SUPPLY OUTLETS OUTSIDE OF THE GARAGE & NOT LESS THAN ONE RECEPTACLE SHALL BE INSTALLED FOR EACH MOTOR VEHICLE SPACE.

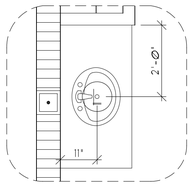


SECOND FLOOR ELECTRICAL PLAN

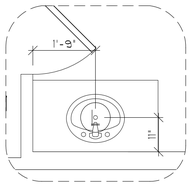
SCALE: 3/16 = 1'-0"



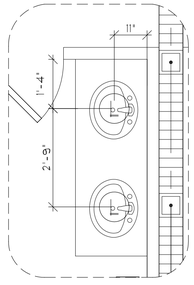
A LED LIGHTING @ DOUBLE BATH
SCALE: 1/2 = 1'-0" VALE - UNIT A



B LED LIGHTING @ SINGLE BATH
SCALE: 1/2 = 1'-0" VALE - UNIT A



C LED LIGHTING @ SINGLE BATH
SCALE: 1/2 = 1'-0" GLEN - UNIT B



D LED LIGHTING @ DOUBLE BATH
SCALE: 1/2 = 1'-0" GLEN - UNIT B

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TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES
SECOND FLOOR
ELECTRICAL PLAN
160 MPH EXP. C
JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
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LOAD CALCULATIONS ONE FAMILY DWELLING WITH HEAT PUMP (NEC CODE #D2)

HOUSE PLAN:	VALE	MODEL [redacted]		
1758	SQ. FT. GENERAL LIGHTING X 3 VA. PER SQ. FT.			5,274
2	20 AMP APPLIANCE CIRCUIT AT 1500 VA EA.			3,000
1	LAUNDRY CIRCUIT AT			1,500
1	RANGE AT NAME PLATE RATING OR COOKTOP/OVEN			12,000
1	WATER HEATER			4,500
1	DISHWASHER			1,200
1	CLOTHES DRYER			5,000
1	DISPOSAL			500
1	MICROWAVE			1,500
1	REF.			1,200
SUBTOTAL OF GENERAL LOAD				35,674
FIRST 10 KVA OF GENERAL LOAD AT 100%				10,000
REMAINDER OF GENERAL LOAD AT 40%	25674	VA. X	0.4	10,270
[redacted]	TOTAL NET GENERAL LOAD			20,270
[redacted]	4 TON HEAT PUMP (W/5kw EMERGENCY HEAT STRIP) 21 AMP X 240 VA			———
[redacted]	4 TON COOLING SYSTEM 40 AMP X 240 VA			9,600
[redacted]	NET GENERAL LOAD			20,270
[redacted]	NET TOTAL HEAT			9,600
[redacted]	TOTAL LOAD			29,870

CALCULATED LOAD FOR SERVICE

29,870 VA/ 240 V= 124 AMP

150 AMP SERVICE REQUIRED

NOTE: ALL BREAKERS SERVING HABITABLE RECEPTACLES SHALL BE ARC-FAULT TYPE PER NEC 210-12 REQUIREMENTS.

NEUTRAL CALCULATION:

LIGHTING, APPLIANCE, LAUNDRY LOADS: 14,283 VA

3000 VA @ 100%, REMAINDER @ 35%

NET LOAD 6,949 VA

RANGE: 12,000 @ 70% 8,400 VA

DRYER: 5,000 @ 70% 3,500 VA

TOTAL 18,849 VA

NEUTRAL AMPACITY: 18,489/240 = 78 A

#2 AL MINIMUM NEUTRAL CONDUCTOR.

LOAD CALCULATIONS ONE FAMILY DWELLING WITH HEAT PUMP (NEC CODE #D2)

HOUSE PLAN:	GLEN	MODEL [redacted]		
1673	SQ. FT. GENERAL LIGHTING X 3 VA. PER SQ. FT.			5,019
2	20 AMP APPLIANCE CIRCUIT AT 1500 VA EA.			3,000
1	LAUNDRY CIRCUIT AT			1,500
1	RANGE AT NAME PLATE RATING OR COOKTOP/OVEN			12,000
1	WATER HEATER			4,500
1	DISHWASHER			1,200
1	CLOTHES DRYER			5,000
1	DISPOSAL			500
1	MICROWAVE			1,500
1	REF.			1,200
SUBTOTAL OF GENERAL LOAD				35,419
FIRST 10 KVA OF GENERAL LOAD AT 100%				10,000
REMAINDER OF GENERAL LOAD AT 40%	25419	VA. X	0.4	10,168
[redacted]	TOTAL NET GENERAL LOAD			20,168
[redacted]	4 TON HEAT PUMP (W/5kw EMERGENCY HEAT STRIP) 21 AMP X 240 VA			———
[redacted]	4 TON COOLING SYSTEM 40 AMP X 240 VA			9,600
[redacted]	NET GENERAL LOAD			20,168
[redacted]	NET TOTAL HEAT			9,600
[redacted]	TOTAL LOAD			29,768

CALCULATED LOAD FOR SERVICE

29,768 VA/ 240 V= 124 AMP

150 AMP SERVICE REQUIRED

NOTE: ALL BREAKERS SERVING HABITABLE RECEPTACLES SHALL BE ARC-FAULT TYPE PER NEC 210-12 REQUIREMENTS.

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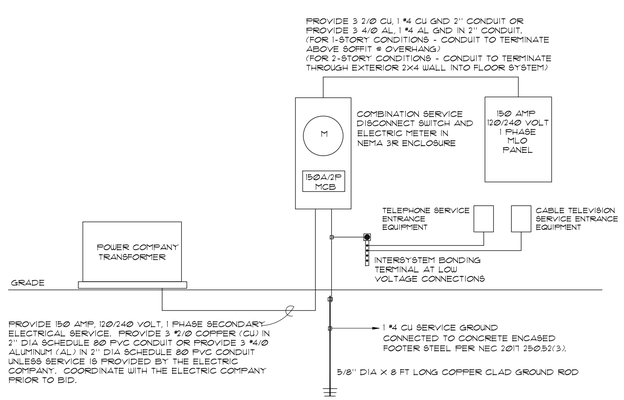
NEUTRAL AMPACITY: 18,489/240 = 78 A

#2 AL MINIMUM NEUTRAL CONDUCTOR.



RISER DIAGRAM

SCALE: 3/16 = 1'-0"

150 AMP ELECTRICAL RISER

NOT TO SCALE.

GENERAL NOTES:

A. ELECTRICAL MATERIALS AND INSTALLATIONS SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE NATIONAL ELECTRICAL CODE, LOCAL CODES, AND ALL LOCAL POWER COMPANY REQUIREMENTS & ELEC. PROVISIONS OF FBCR 7TH EDITION (2020)

B. ALL CONDUCTORS SHALL BE TYPE THHN/THWN UNLESS NOTED OTHERWISE.

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ELECTRICAL PANEL & RISER DIAGRAM

160 MPH EXP. C

JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
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SCALE:

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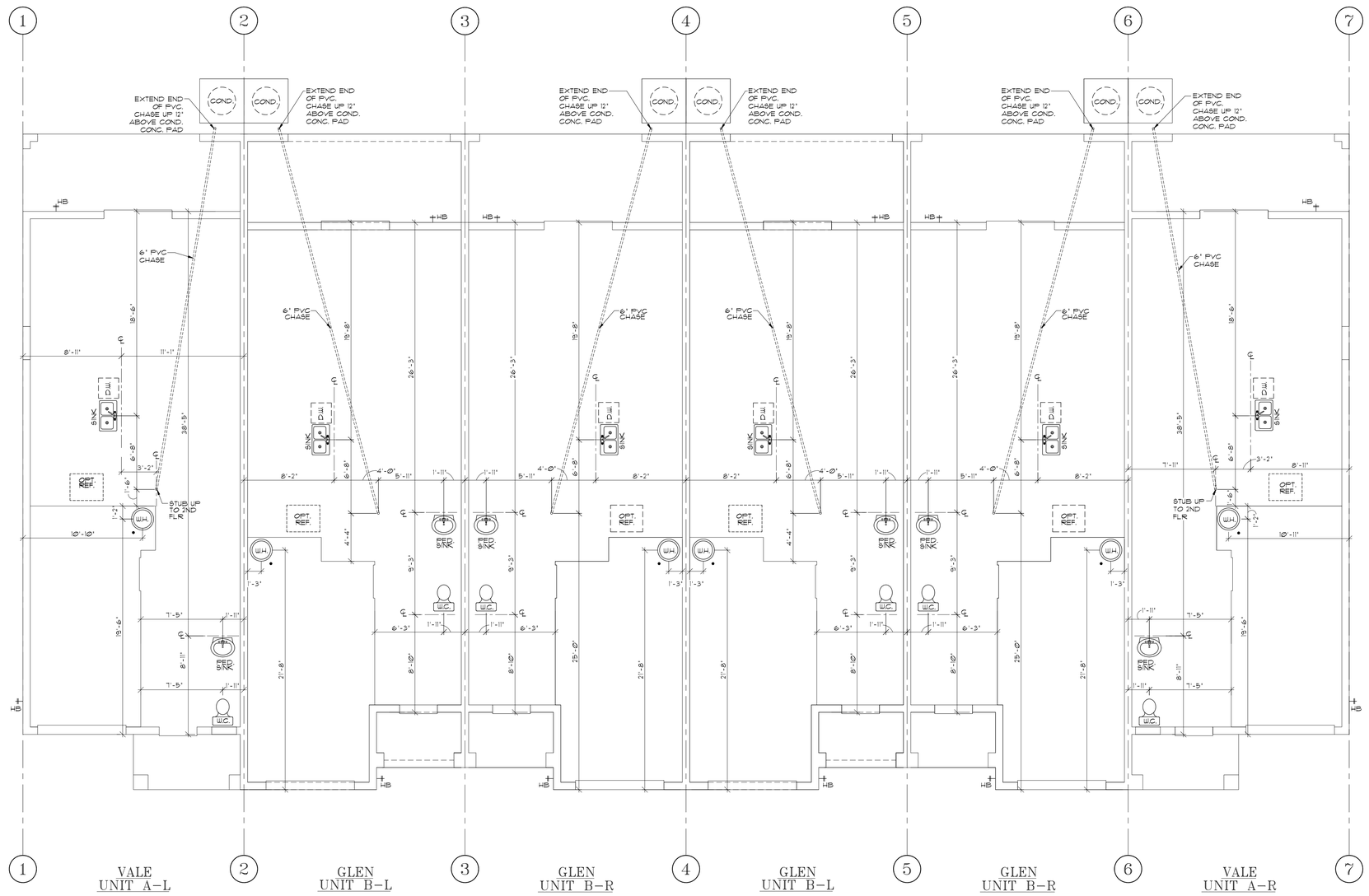

FIRST FLOOR PLUMBING PLAN

SCALE: 3/16 = 1'-0"

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FIRST FLOOR
PLUMBING PLAN

160 MPH EXP. C

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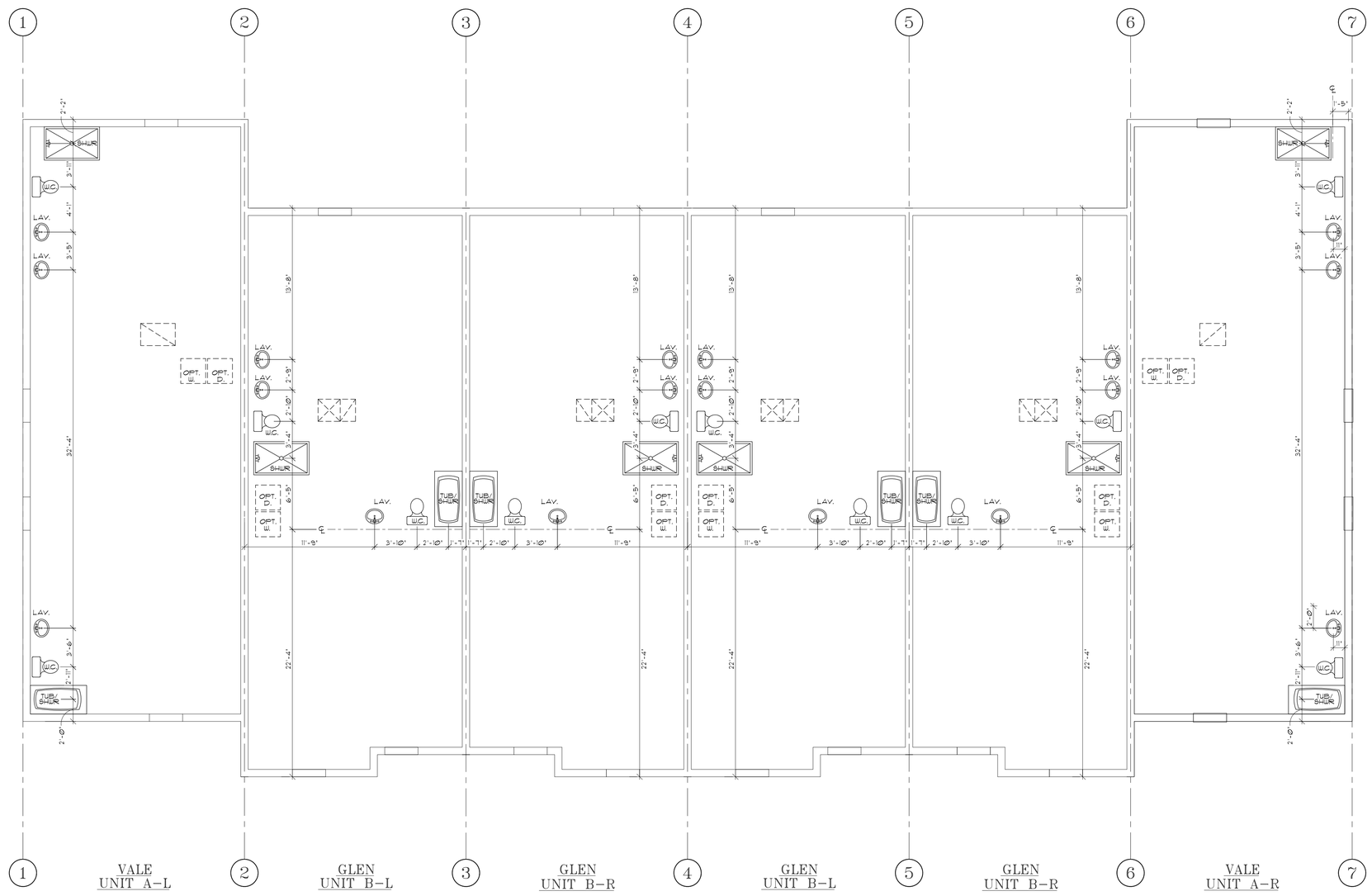

SECOND FLOOR PLUMBING PLAN

SCALE: 3/16 = 1'-0"

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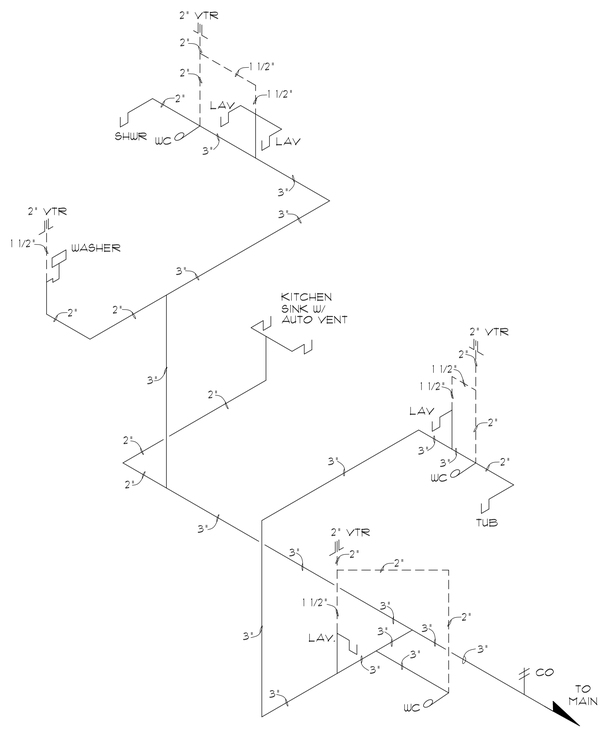
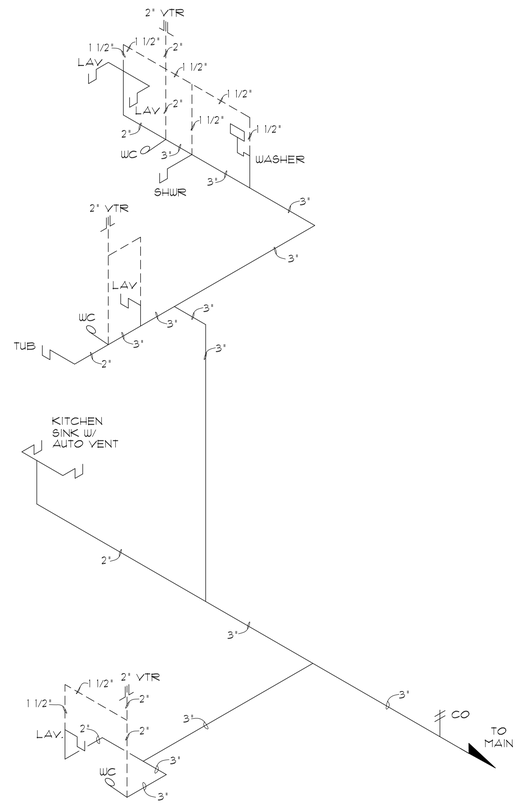
NOTE:
NO PENETRATIONS IN AREA 4'-4" ON EACH SIDE OF CENTERLINE OF PARTY WALLS.



PLUMBING RISER DIAGRAM

VALE UNIT



PLUMBING RISER DIAGRAM

GLEN UNIT

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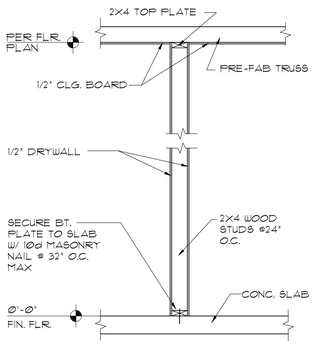
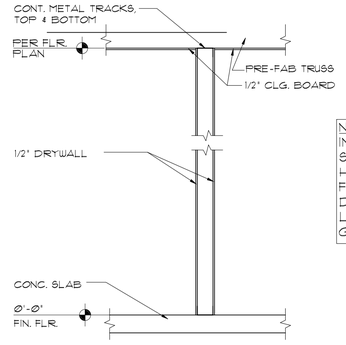


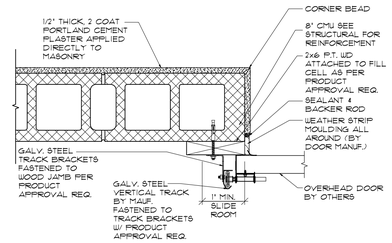
NOTE: STUDS IN PARTITIONS SUPPORTING WALL HUNG PLUMBING FIXTURES AND WALL CABINETS SHALL BE NOT LESS THAN 2x4, WHERE SPACED NOT MORE THAN 16" O.C. OR, NOT LESS THAN 2x6, WHERE SPACED NOT MORE THAN 24" O.C.

1A / D1 TYP. INT. WALL (NON-BRG.)
SCALE: 3/4"=1'-Ø"

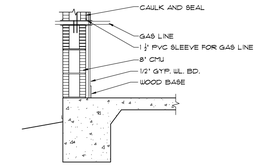


NOTE: STEEL STUDS IN PARTITIONS SUPPORTING WALL HUNG PLUMBING FIXTURES MUST BE DOUBLED OR NOT LESS THAN 2Ø GAUGE.

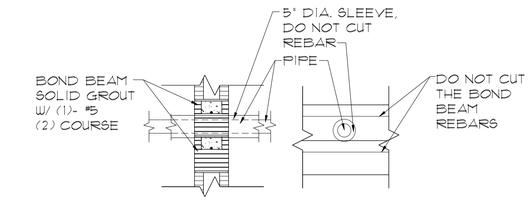
1B / D1 TYP. INT. WALL METAL STUDS (NON-BRG.)
SCALE: 3/4"=1'-Ø"



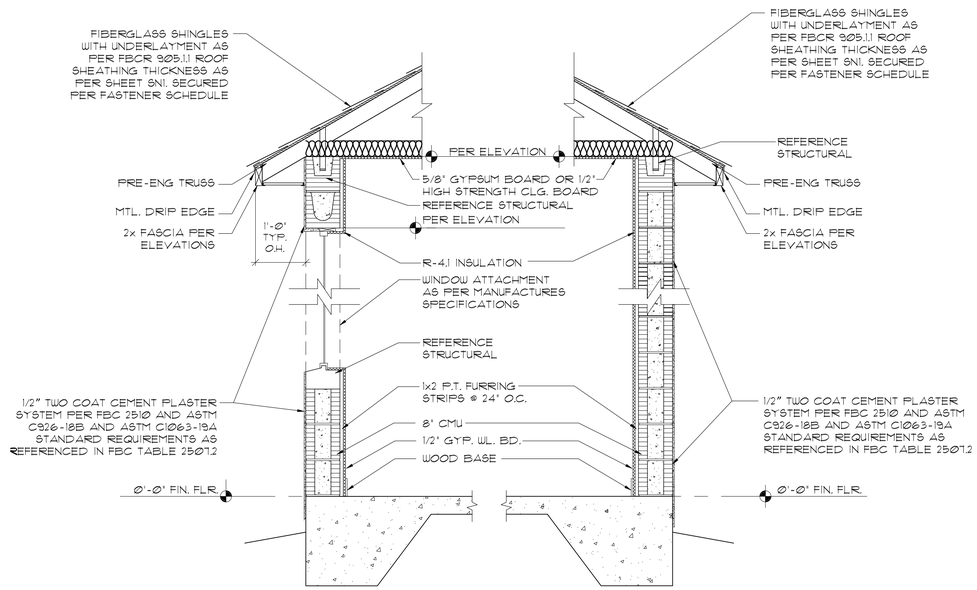
2 / D1 GARAGE DOOR JAMBS
SCALE: 1 1/2"=1'-Ø"



3A / D1 GAS LINE THRU BLOCK
SCALE: 1/2"=1'-Ø"



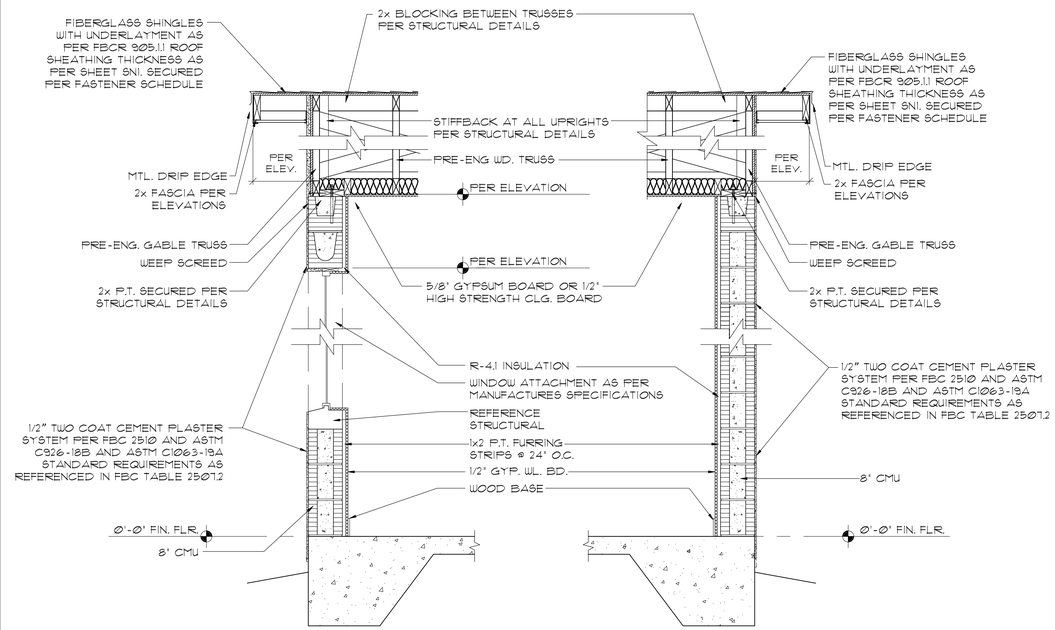
3B / D1 PIPE THROUGH BOND BEAM
SCALE: 3/4"=1'-Ø"



A W/ WINDOW OPENING

B TYP. WALL SECTION
NO OPENING

4 / D1 1-STORY HIP BLOCK WALL
SCALE: 3/4"=1'-Ø"



A W/ WINDOW OPENING

B TYP. WALL SECTION
NO OPENING

5 / D1 1-STORY GABLE BLOCK WALL
SCALE: 3/4"=1'-Ø"

NOTE:
2020 FBC 1507.1.1 UNDERLAYMENT FOR ROOF SLOPES 2:12 AND GREATER SHALL CONFORM TO THE APPLICABLE STANDARDS LISTED IN THIS CHAPTER. UNDERLAYMENT MATERIALS REQUIRED TO COMPLY WITH ASTM D226, D1970, D4869, AND D6757 SHALL BEAR A LABEL INDICATING COMPLIANCE TO THE STANDARD DESIGNATION AND, IF APPLICABLE, TYPE CLASSIFICATION INDICATED. UNDERLAYMENT FOR ROOF SLOPES 2:12 AND GREATER SHALL BE APPLIED AND ATTACHED IN ACCORDANCE WITH SECTION 1507.1.1.1, 1507.1.1.2 OR 1507.1.1.3, AS APPLICABLE.

METHOD 4.
TWO LAYERS OF ASTM D226 TYPE II OR ASTM D4869 TYPE III OR TYPE IV UNDERLAYMENT SHALL BE INSTALLED AS FOLLOWS: APPLY A 19-INCH (483 MM) STRIP OF UNDERLAYMENT FELT PARALLEL TO AND STARTING AT THE EAVES, FASTENED SUFFICIENTLY TO HOLD IN PLACE. STARTING AT THE EAVE, APPLY 36-INCH-WIDE (914 MM) SHEETS OF UNDERLAYMENT, OVERLAPPING SUCCESSIVE SHEETS 19 INCHES (483 MM). END LAPS SHALL BE 6 INCHES AND SHALL BE OFFSET BY 6 FEET. THE UNDERLAYMENT SHALL BE ATTACHED TO A NAILABLE DECK WITH CORROSION-RESISTANT FASTENERS WITH ONE ROW CENTERED IN THE FIELD OF THE SHEET WITH A MAXIMUM FASTENER SPACING OF 12 INCHES (305 MM) O.C., AND ONE ROW AT THE END AND SIDE LAPS FASTENED 6 INCHES (152 MM) O.C. UNDERLAYMENT SHALL BE ATTACHED USING ANNULAR RING OR DEFORMED SHANK NAILS WITH METAL OR PLASTIC CAPS WITH A NOMINAL CAP DIAMETER OF NOT LESS THAN 1 INCH. METAL CAPS ARE REQUIRED WHERE THE ULTIMATE DESIGN WIND SPEED, VULT, EQUALS OR EXCEEDS 170 MPH. METAL CAPS SHALL HAVE A THICKNESS OF NOT LESS THAN 32-GAGE SHEET METAL. POWER-DRIVEN METAL CAPS SHALL HAVE A MINIMUM THICKNESS OF 0.010 INCH. MINIMUM THICKNESS OF THE OUTSIDE EDGE OF PLASTIC CAPS SHALL BE 0.035 INCH. THE CAP NAIL SHANK SHALL BE NOT LESS THAN 0.083 INCH FOR RING SHANK CAP NAILS. CAP NAIL SHANK SHALL HAVE A LENGTH SUFFICIENT TO PENETRATE THROUGH THE ROOF SHEATHING OR NOT LESS THAN 3/4 INCH INTO THE ROOF SHEATHING.

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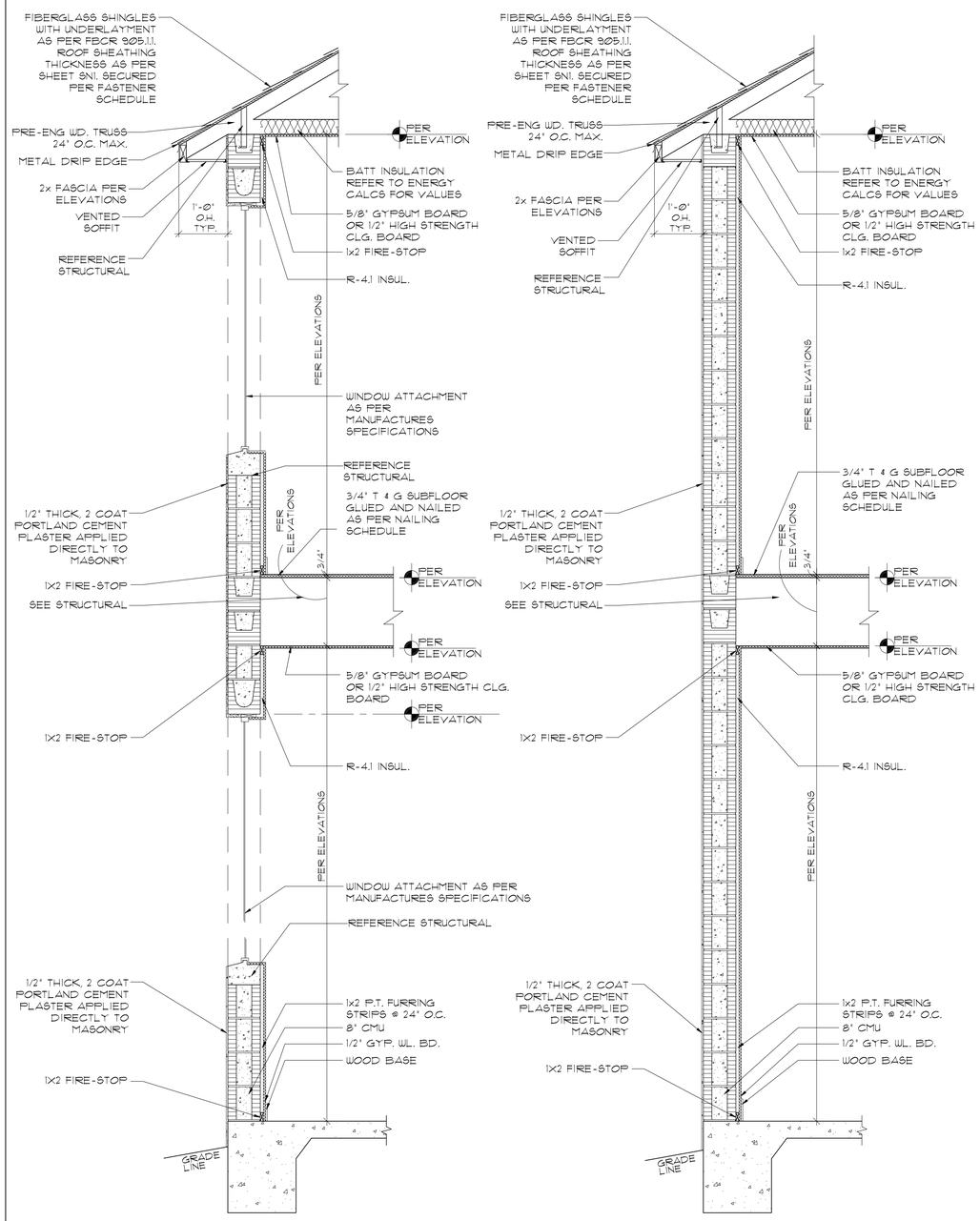

2-STORY FIRST FLOOR BLOCK
SECOND FLOOR BLOCK

SCALE: 3/4"=1'-0"

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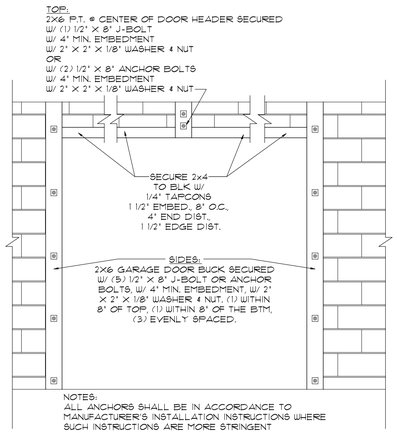
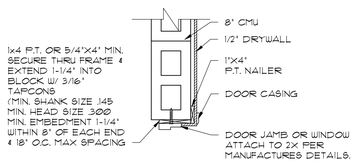


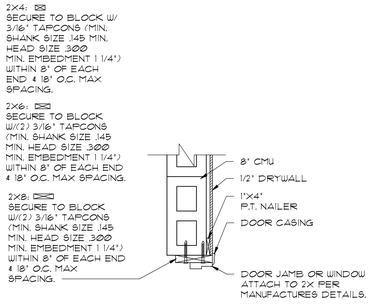
NOTES:
ALL ANCHORS SHALL BE IN ACCORDANCE TO MANUFACTURER'S INSTALLATION INSTRUCTIONS WHERE SUCH INSTRUCTIONS ARE MORE STRINGENT

1/D3 GARAGE DOOR BUCK ATTACHMENT
SCALE: 1/2"=1'-0"



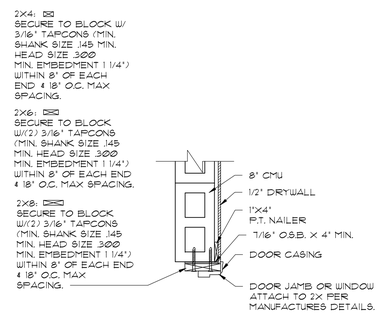
NOTE: SHIM AS NEEDED TO PLUMB JAMB (DO NOT EXCEED 1/4")

DOOR JAMB TO BLOCK +3/4" OR +5/4"
A WINDOW TO BLOCK +3/4" OR +5/4"
SCALE: NTS



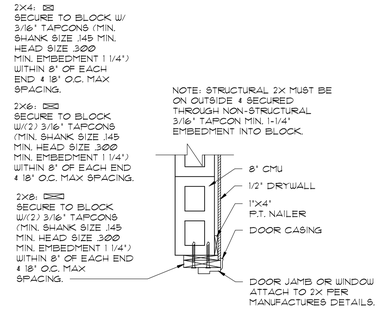
NOTE: SHIM AS NEEDED TO PLUMB JAMB (DO NOT EXCEED 1/4")

DOOR JAMB TO BLOCK +1 1/2"
B WINDOW TO BLOCK +1 1/2"
SCALE: NTS



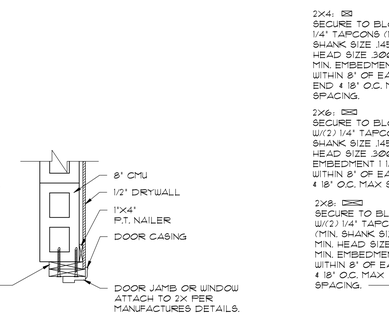
NOTE: SHIM AS NEEDED TO PLUMB JAMB (DO NOT EXCEED 1/4")

DOOR JAMB TO BLOCK +1 15/16"
C WINDOW TO BLOCK +1 15/16"
SCALE: NTS



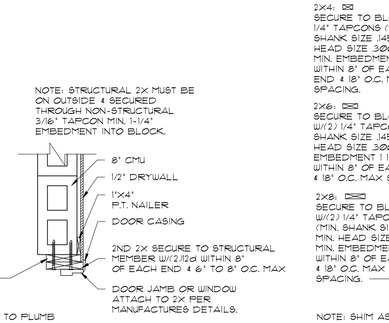
NOTE: SHIM AS NEEDED TO PLUMB JAMB (DO NOT EXCEED 1/4")

DOOR JAMB TO BLOCK +2 1/4"
D WINDOW TO BLOCK +2 1/4"
SCALE: NTS



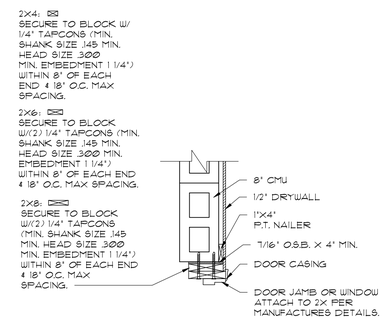
NOTE: SHIM AS NEEDED TO PLUMB JAMB (DO NOT EXCEED 1/4")

DOOR JAMB TO BLOCK +3"
E WINDOW TO BLOCK +3"
SCALE: NTS



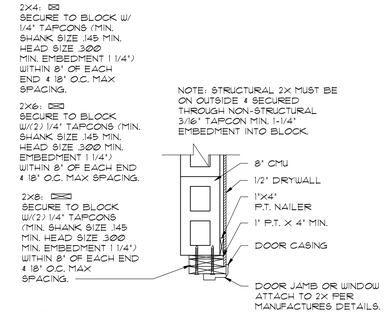
NOTE: SHIM AS NEEDED TO PLUMB JAMB (DO NOT EXCEED 1/4")

DOOR JAMB TO BLOCK +3"
F WINDOW TO BLOCK +3"
SCALE: NTS



NOTE: SHIM AS NEEDED TO PLUMB JAMB (DO NOT EXCEED 1/4")

DOOR JAMB TO BLOCK +3 7/16"
G WINDOW TO BLOCK +3 7/16"
SCALE: NTS



NOTE: SHIM AS NEEDED TO PLUMB JAMB (DO NOT EXCEED 1/4")

DOOR JAMB TO BLOCK +3 3/4"
H WINDOW TO BLOCK +3 3/4"
SCALE: NTS

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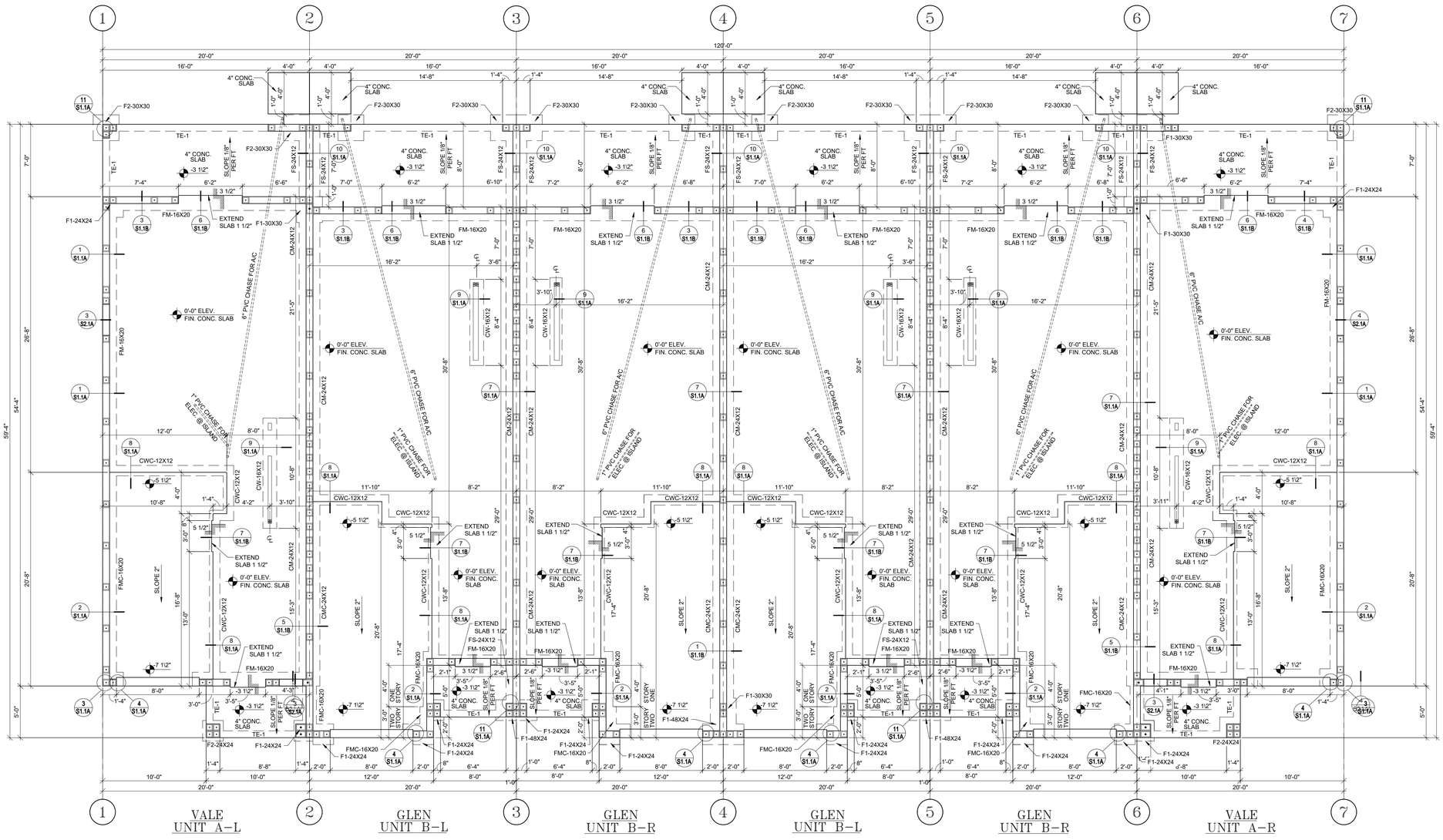

FOUNDATION PLAN

SCALE: 3/16 = 1'-0"

FOUNDATION NOTES

1. SEE SLAB SCHEDULE FOR SLAB REQUIREMENTS. SEE GENERAL NOTES FOR COMPACTING REQUIREMENTS.
2. TOP OF FINISHED SLAB SHALL BE +-0'-0".
3. COLUMN AND FOOTING CENTERLINES, SHALL COINCIDE UNLESS DIMENSIONED OTHERWISE.
4. REFERENCE ELEVATION +-0'-0", SEE SURVEY PLOT FOR NAVD.
5. PROVIDE A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT SHOULD BE IN ACCORDANCE WITH THE RULES AND LAWS AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
6. PROVIDE ISOLATION JOINTS BETWEEN INTERIOR AND EXTERIOR SLABS ON GRADE: PROVIDE 1/2" FELT PAPER AT THE JOINT.
7. COORDINATE SLAB ELEVATIONS, STEPS, AND SLOPES WITH ARCHITECTURAL DRAWINGS.
8. SEE ARCHITECTURAL DRAWINGS FOR THE ORIENTATION OF THE BUILDING.
9. WINDOWS, DOORS AND ROUGH OPENINGS ARE TO BE COORDINATED WITH THE WINDOW/DOOR TYPES AND LOCATIONS NOTED ON THE ARCHITECTURAL DRAWINGS AND WITH THE MANUFACTURES SPECIFICATIONS.
10. SEE ARCHITECTURAL DRAWINGS FOR WALKWAY SLAB LAYOUT.
11. ⊟INDICATES #5 BAR, ⧈INDICATES #6 BAR, ■INDICATES #7 BAR VERTICAL REINFORCING BAR IN CELLS FILLED WITH GROUT. ENDS OF REINF. BARS SHALL BE HOOKED INTO FOUNDATION BOND BEAM OR TIE BEAMS WITH AN ACI STANDARD 90° HOOK. BARS SHALL BE PLACED AS SHOWN IN HE PLANS.
12. SPLICES IN REINFORCING BARS SHALL NOT BE LESS THEN 48 BAR DIAMETERS (#5 = 30", #6 =36"), AND REINFORCING SHALL BE CONTINUOUS.
13. RATIONAL ANALYSIS WAS PERFORMED TO DETERMINE SIZE AND STEEL REINFORCING FOR ALL FOUNDATIONS. DESIGNED WAS BASED ON ALL ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. TRANSFER REINFORCING (TOP STEEL) HAS BEEN DELETED UNLESS NOTED OTHERWISE.
14. VERTICAL REINFORCING IN CMU SHALL BE #5'S AS SHOWN ON THIS PLAN, UNLESS OTHERWISE NOTED IN THE PLAN. ONE REINFORCING BAR SHALL BE:
A) IN ALL WALL INTERSECTIONS B) CHANGES IN ELEVATION
C) EACH SIDE OF ALL OPENINGS D) ALL CORNERS
15. STRUCTURAL DESIGN IS IN ACCORDANCE WITH TMS 402/602-16, BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES AND THE COMMENTARY. CONSTRUCTION SHALL BE IN ACCORDANCE WITH TMS 402/602-16, USING: F'm = 2,000 PSI, TYPE "M" OR"S" MORTAR, ASTM C476 GROUT (3000 PSI), UNITS LAID IN RUNNING BOND.
16. WIRE WELDED MESH LOCATED IN THE MIDDLE TO UPPER ⅓ OF SLAB SUPPORTED 3'-0" O/C MAX. SEE PLAN FOR WWM SIZE.

INSPECTOR NOTE:

1. STRUCTURE WAS DESIGNED BASED ON THE 2020 FLORIDA RESIDENTIAL BUILDING CODE, RESIDENTIAL, 7th EDITION

FOOTING SCHEDULE

PROVIDE CORNER BARS, SAME SIZE QUANTITY AS BARS IN FOUNDATION, WITH 30" LEG EACH WAY.

MARK	WIDTH	LENGTH	THICKNESS	BOTTOM REINF.		TOP REINF.	T.O.F.
				SHORT	LONG		
F1-24X24	24"	24"	12"	(2) #5's	(2) #5's	-	(-) 0'-8"
F2-24X24	24"	24"	12"	(2) #5's	(2) #5's	-	(-) 0'-8"
F1-30X30	30"	30"	12"	(3) #5's	(3) #5's	-	(-) 0'-8"
F2-30X30	30"	30"	12"	(3) #5's	(3) #5's	-	(-) 0'-8"
F1-48X24	48"	24"	12"	(4) #5's	(2) #5's	-	(-) 0'-8"
TE-1	8"	SEE PLAN	10"	-	(1) #5's	-	(-) 0'-4"
FM-16x20	16"	CONTINUOUS	20"	-	(2) #5's	-	(+) 0"-0"
FMC-16x20	16"	CONTINUOUS	20"	-	(2) #5's	(1) #5 IN CURB	VARIES
FS-24x12	24"	CONTINUOUS	12"	-	(3) #5's	-	(-) 0'-4"
CM-24x12	24"	CONTINUOUS	12"	-	(3) #5's	-	(+) 0"-0"
CMC-24x12	24"	CONTINUOUS	12"	-	(3) #5's	-	(-) 0'-4"
CW-16x12	16"	CONTINUOUS	12"	-	(2) #5's	-	(+) 0"-0"
CWC-12x12	12"	CONTINUOUS	12"	-	(2) #5's	(1) #5 IN CURB	VARIES

SLAB SCHEDULE

SLAB	THICKNESS	REINF.	REMARKS
GENERAL	3 1/2"	6x6 W1.4xW1.4 OVER 6 MIL VAPOR BARRIER	COMPACTED FILL

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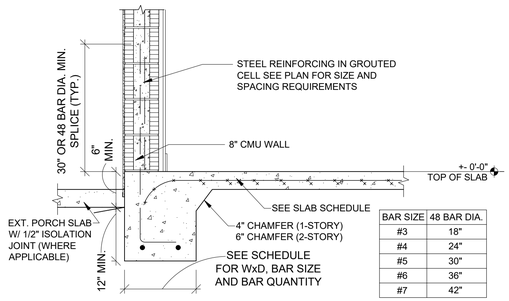
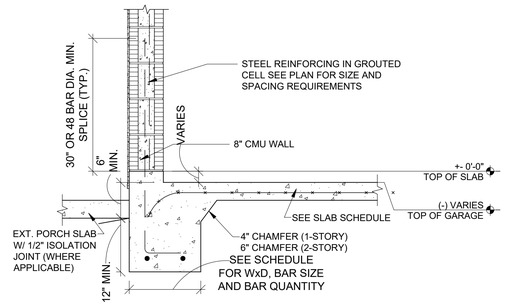
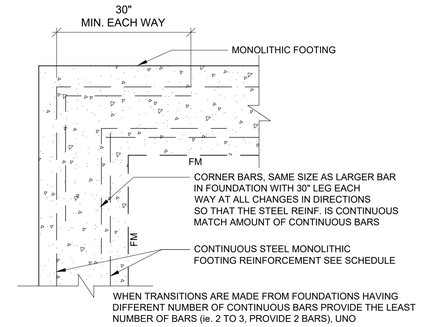


BAR SIZE	48 BAR DIA.
#3	18"
#4	24"
#5	30"
#6	36"
#7	42"

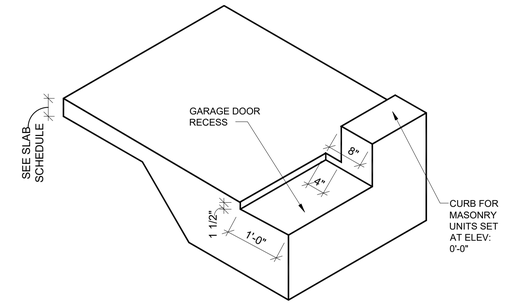
1 EXTERIOR MONO-FOOTING
SCALE: 3/4"=1'-0"



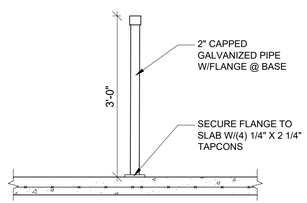
2 EXTERIOR MONO-FOOTING @ GARAGE
SCALE: 3/4"=1'-0"



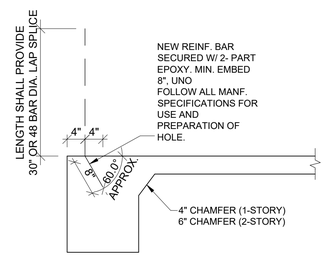
3 MONOLITHIC FOUNDATION CORNER BARS DETAIL
SCALE: 3/4"=1'-0"



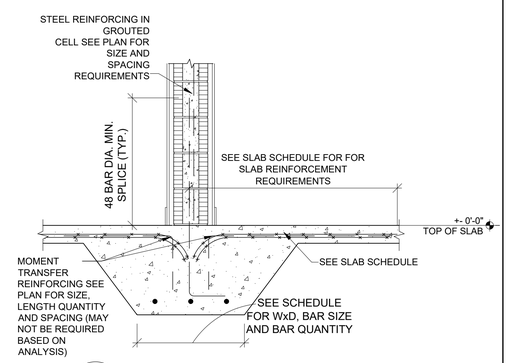
4 RECESS AROUND GARAGE DOOR OPENING
SCALE: 3/4"=1'-0"



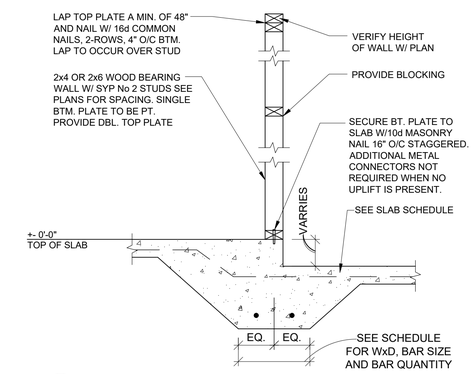
5 BOLLARD
SCALE: 3/4"=1'-0"



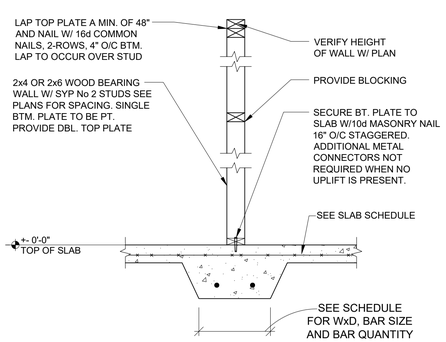
6 ADDING BAR TO MONOLITHIC FOUNDATION
SCALE: 3/4"=1'-0"



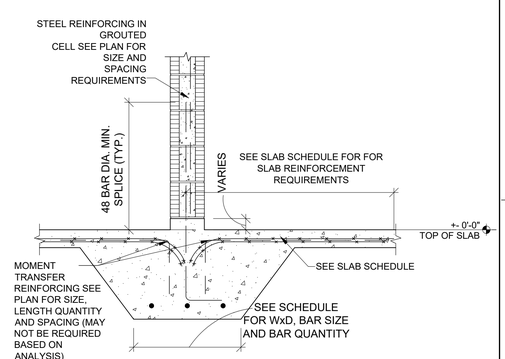
7 INTERIOR FOOTING @ PARTY WALL
SCALE: 3/4"=1'-0"



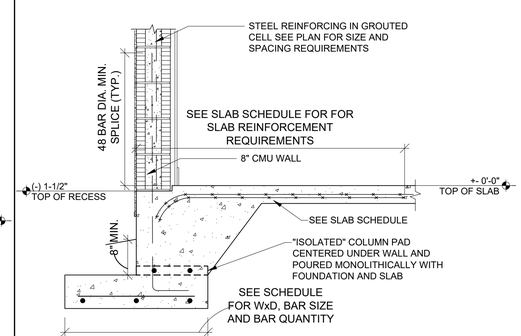
8 INTERIOR CURB FOUNDATION WOOD WALL (NO UPLIFT)
SCALE: 3/4"=1'-0"



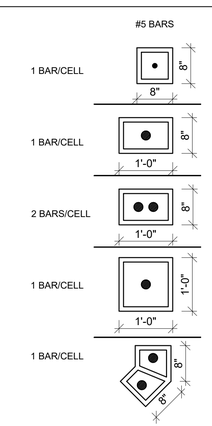
9 INTERIOR FOUNDATION WOOD WALL (NO UPLIFT)
SCALE: 3/4"=1'-0"



10 INTERIOR FOOTING W/ CURB @ PARTY WALL
SCALE: 3/4"=1'-0"



11 COMBINED EXTERIOR MONO-FOOTING AND COL. PAD
SCALE: 3/4"=1'-0"



8 MASONRY SYMBOLS
SCALE: 3/4"=1'-0"

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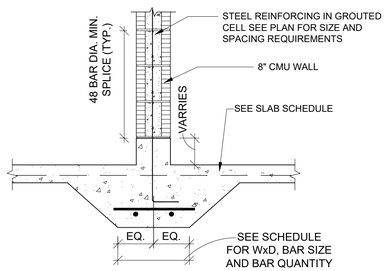
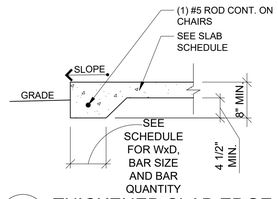
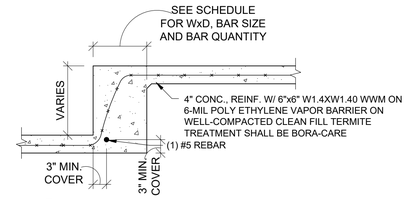


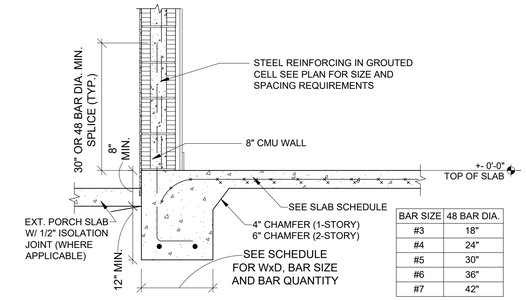
1 INTERIOR CURB FOUNDATION CMU WALL
SCALE: 3/4"=1'-0"



2 THICKENED SLAB EDGE
SCALE: 3/4"=1'-0"



3 GARAGE STEP-UP NON-BEARING EXT. STEP
SCALE: 3/4"=1'-0"



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4 EXTERIOR MONO-FOOTING
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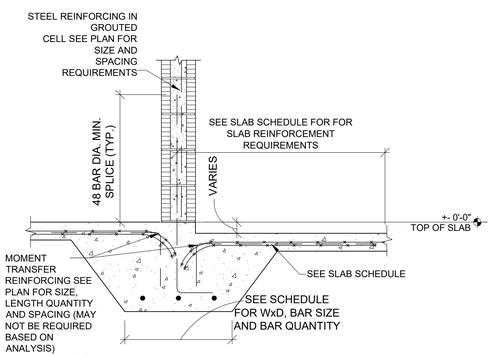
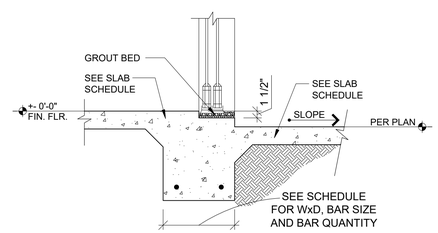
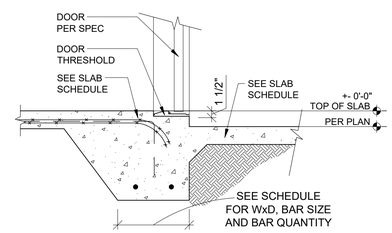


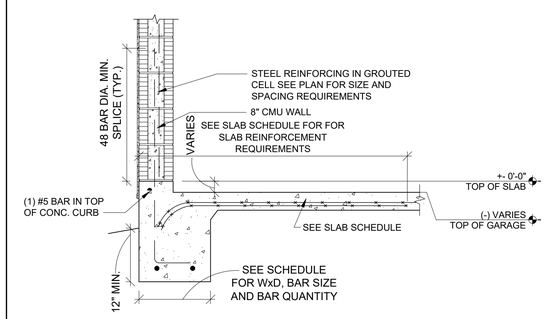
5 INTERIOR FOOTING @ PARTY WALL
SCALE: 3/4"=1'-0"



6 EXTERIOR DOOR SILL @ S.G.D. (CONCRETE)
SCALE: 3/4"=1'-0"



7 EXTERIOR DOOR SILL @ ENTRY (CONCRETE)
SCALE: 3/4"=1'-0"



8 EXTERIOR MONO-FOOTING @ GARAGE
SCALE: 3/4"=1'-0"

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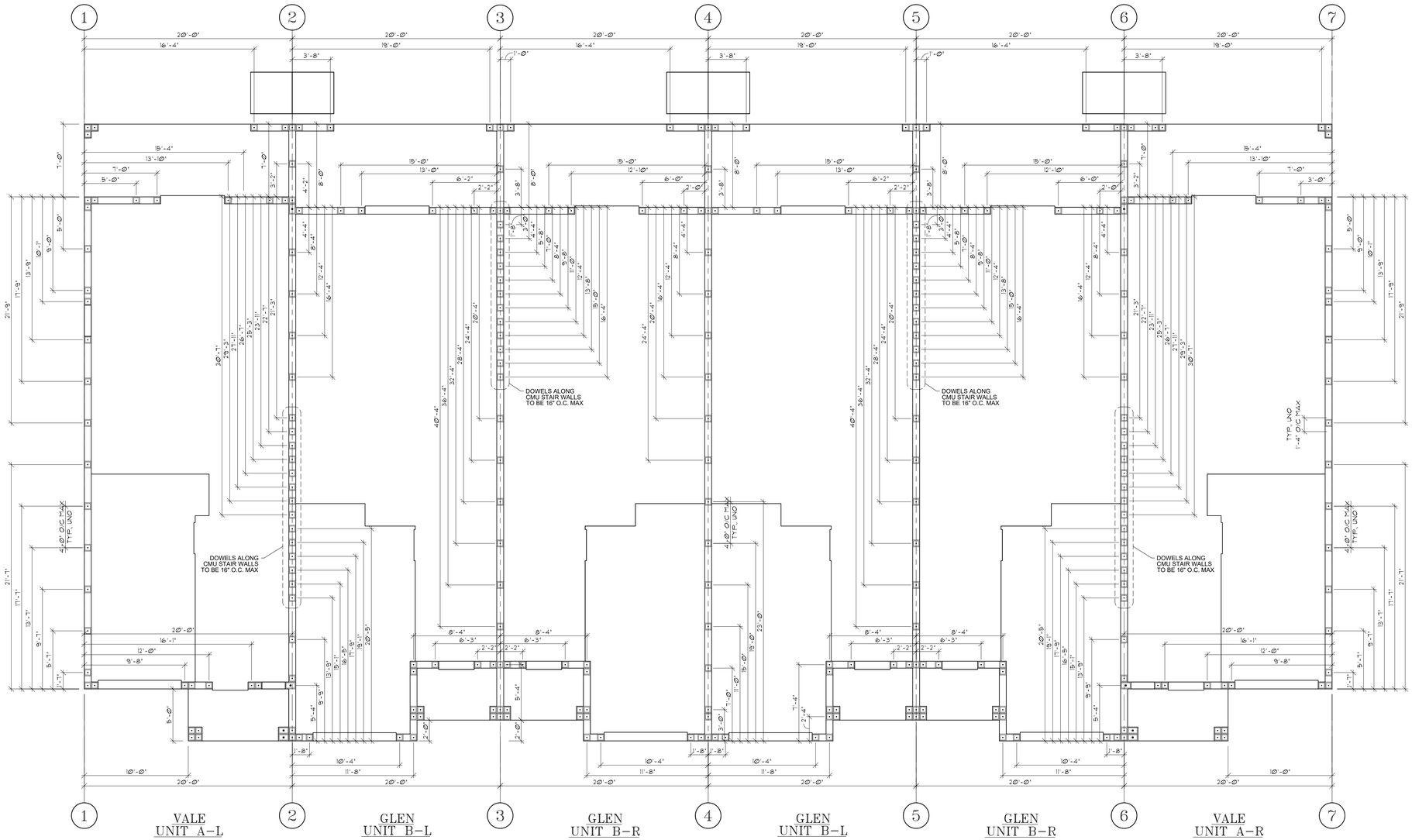

FIRST FLOOR DOWEL PLAN

SCALE: 3/16 = 1'-0"

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America's Builder
www.drhorton.com
CBC055300

LOTS **-**
PLATS **-**

TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES

FIRST FLOOR
DOWEL PLAN

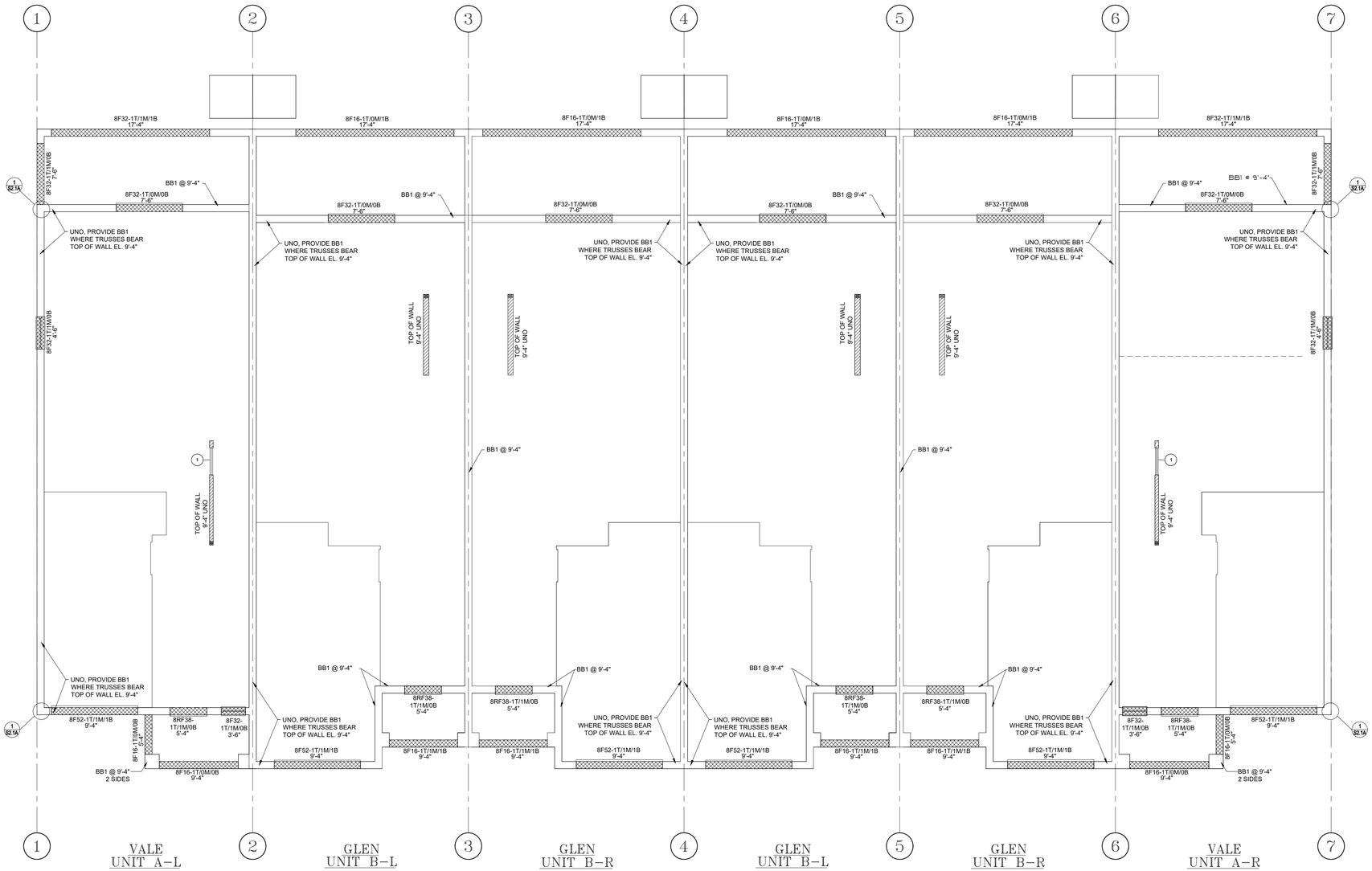
160 MPH EXP. C

JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
S1.2



FIRST FLOOR LIFT BEAM PLAN

SCALE: 3/16 = 1'-0"

FRAMING NOTES:

1. U.N.O. ALL STRAPS FOR ROOF TRUSSES TO BE CONCRETE TO WOOD ROOF: SIMPSON HETA16 W/ (9) 10d x 1 1/2" HDG NAILS. CONCRETE TO WOOD FLOOR: SIMPSON LTA2 W/ (8) 10d x 1 1/2" HDG NAILS, WOOD TO WOOD: SIMPSON H10A OR LGT2 W/ 10d x 1 1/2" HDG NAILS, FILL ALL HOLES.
2. ALL PLYWOOD FOR WALL AND ROOF SHEATHING IS TO BE PER FASTENER SCHEDULE.
3. ALL PLYWOOD FOR FLOOR SHEATHING SHALL BE PER FASTER SCHEDULE MEETING THE REQUIREMENTS OF AFG-01 AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. ALL NAILS FOR TRUSS TO BEAM AND TRUSS TO TRUSS METAL CONNECTORS ARE TO BE GALVANIZED.
5. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE, CONNECTERS ARE TO BE GALVANIZED.
6. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE CONCRETE LINTELS.
7. BOTTOM OF LINTELS ARE TO BE PLACED AT TOP OF WINDOW, DOOR AND CLEAR SPAN OPENINGS.
8. LINTELS SHALL HAVE 4" NOMINAL BEARING (4").
9. THE TRUSS FRAMING SHOWN IS SCHEMATIC IN NATURE. HOWEVER THE SUPPORTING STRUCTURE HAS BEEN DESIGNED UNDER THE ASSUMPTION THE FRAMING SCHEME SHOWN WILL CLOSELY PARALLEL FINAL TRUSS DESIGNERS LAYOUT. SUBMIT FINAL TRUSS DRAWINGS FOR THE ENGINEER'S REVIEW AND APPROVAL.
10. PLACE 2x4 PT TO ALIGN WITH TOP AND BOTTOM CHORDS OF ROOF TRUSSES SECURE 2x MEMBERS TO WALL WITH HILTI X-ZF, POWDER ACCTUATED FASTENER, ZF 72 P8S36, .177" " x 2 7/8" LONG, WITH WASHER @ 16" O.C.
11. TRUSS REACTIONS AND UPLIFTS SHOWN ARE THE SAME ON EACH END UNLESS OTHERWISE SHOWN DIFFERENT.
12. WOOD BEARING WALLS AND HEADERS HAVE BEEN DESIGNED BASED ON RATIONAL ANALYSIS.
13. ALL ELEVATIONS ARE REFERENCED FROM 0'-0", FINISH FLOOR. UNLESS NOTED OTHERWISE.

BEAM SCHEDULE

INDICATES OPENING BELOW / T.O.B. = TOP OF BEAM / B.O.L. = BOTTOM OF LINTEL / T.O.A. = TOP OF ARCH / T.O.S = TOP OF SLAB

ABBREVIATIONS E.E. = EACH END, O/C = ON CENTER, F.E.S. = FROM EACH SUPPORT, T.O. = THROUGHOUT

MARK	DESCRIPTION	f'c (psi)	SIZE W'xH'	REINFORCEMENT			STIRRUPS		REMARKS
				BTM.	TOP	MID	SIZE	SPACING	
BB1	MASONRY	3000	8"x8"	-	(1) #5's	-	N/A	-	GROUTED SOLID
BB2	MASONRY	3000	8"x16"	-	(1) #5's	-	N/A	-	GROUTED SOLID

ARCHITECTS
AB Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX: 407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	△ DESCRIPTION
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FIRST FLOOR
LIFT BEAM PLAN

160 MPH EXP. C

JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
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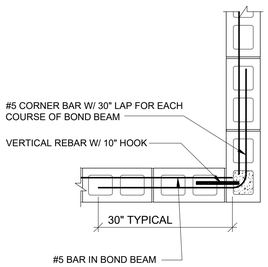
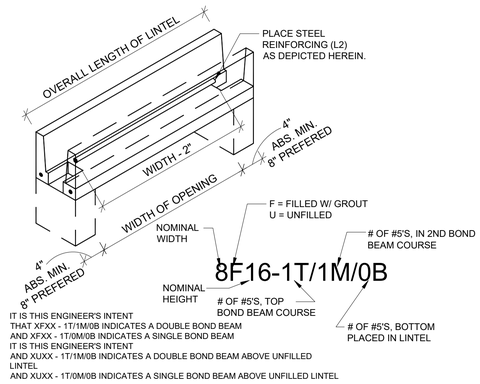
S2



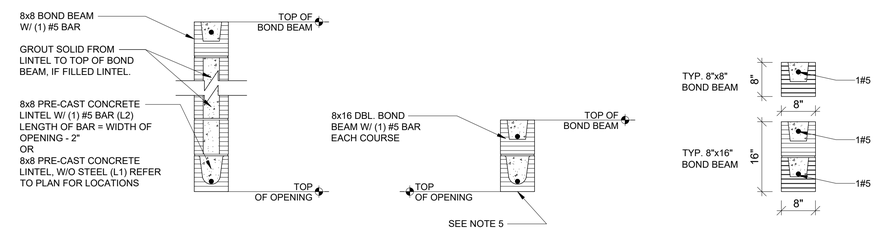
1 CORNER REINFORCING OF BOND BEAM

SCALE: 3/4"=1'-0"



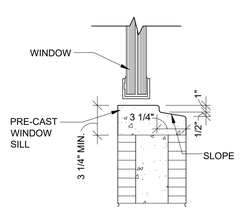
NOTES TO THE INSPECTOR/CONTRACTOR

1. PLACE LINTEL ACROSS TOP OF OPENING.
2. IF BOTTOM STEEL IS REQUIRED PLACE #5 BAR IN LINTEL.
3. PLACE MASONRY UNITS AS REQUIRED TO ACHIEVE THE REQUIRED BEARING HEIGHT.
4. THE LAST COURSE WILL BE A BOND BEAM WITH (1) #5 BAR CONTINUOUS AROUND STRUCTURE. A DOUBLE BOND BEAM MAY BE SPECIFIED SO THAT THEN THE LAST TWO COURSES ARE BOND BEAMS WITH A #5 BAR IN EACH COURSE.
5. SHOULD THE DOUBLE BOND BEAM COINCIDE WITH A LINTEL THE BOTTOM COURSE OF BOND BEAM IS OMITTED AND A LINTEL IS PLACED. THE STEEL REINFORCING FOR THE BOTTOM BOND BEAM IS TO BE CONTINUOUS THROUGH THE TOP OF THE LINTEL.
6. UNO COMPOSITE MASONRY BEAM IS TO BE NOT LESS THAN 16" DEEP.



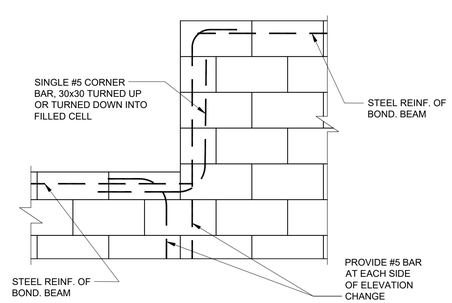
2 MASONRY BEAM DESIGNATION

SCALE: 3/4"=1'-0"



3 TYPICAL MASONRY WINDOW SILL CONSTRUCTION

SCALE: 1 1/2"=1'-0"



4 CHANGE IN ELEVATION OF BOND BEAM

SCALE: 3/4"=1'-0"

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PLATS **-**

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6 UNIT TOWN HOMES

DETAILS

160 MPH EXP. C

JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE: AS NOTED
SHEET NO:
S2.1A

"CAST-CRETE" SAFE LOAD TABLES

SAFE GRAVITY LOADS FOR 8" PRECAST & PRESTRESSED U-LINTELS

CAST-CRETE — SAFE LOAD - POUNDS PER LINEAR FOOT

LENGTH	TYPE	8U8	8F8-0B	8F12-0B	8F16-0B	8F20-0B	8F24-0B	8F28-0B	8F32-0B
			8F8-1B	8F12-1B	8F16-1B	8F20-1B	8F24-1B	8F28-1B	8F32-1B
			3069	3719	5163	6607	8054	9502	10951
3'-6" (42")	PRECAST	2231	3069	4605	6113	7547	8974	10394	11809
			2561	2751	3820	4890	5961	7034	8107
4'-0" (48")	PRECAST	1966	2693	4605	6113	7547	8974	10394	11809
			1969	2110	2931	3753	4576	5400	6224
4'-6" (54")	PRECAST	1599	2189	4375	6113	7547 (7)	8672	10294	11809
			1349	1438	1999	2560	3123	3686	4249
5'-4" (64")	PRECAST	1217	1663	3090	5365	7547 (36)	7342 (18)	8733 (18)	10127 (18)
			1105	1173	1631	2090	2549	3009	3470
5'-10" (70")	PRECAST	1062	1451	2622	4360	7168 (45)	6036 (18)	7181 (18)	8328 (22)
			1238	2177	3480	3031	3707	4383	5061
6'-6" (78")	PRECAST	908	1238	2177	3480	5381	8360	10394 (57)	8825 (14)
			1011	1729	2632	2205	2698	3191	3685
7'-6" (90")	PRECAST	743	1011	1729	2661	3898	5681	8467 (44)	6472 (18)
			699	1160	1625	2564	3486	2818	3302
9'-4" (112")	PRECAST	554	752	1245	1843	2564	3486	4705 (37)	6390 (47)
			535	890	1247	2093	2777	2163	2536
10'-6" (126")	PRECAST	475	643	1052	1533	2093	2781	3643 (38)	4754 (48)
			582	945	1366	1846	2423	3127	4006
11'-4" (136")	PRECAST	362	582	945	1366	1846	2423	3127	4006
			540	873	1254	1684	2193	2805	3552
12'-0" (144")	PRECAST	337	540	873	1254	1684	2193	2805	3552
			471	755	1075	1428	1838	2316	2883
13'-4" (160")	PRECAST	296	471	755	1075	1428	1838	2316	2883
			424	706	1002	1326	1697	2127	2630
14'-0" (168")	PRECAST	279	442	706	1002	1326	1697	2127	2630
			NR	NR	NR	NR	NR	NR	NR
14'-8" (176")	PRESTRESSED	N.R.	458	783	1370	1902	2245	2517	2712
			NR	NR	NR	NR	NR	NR	NR
15'-4" (184")	PRESTRESSED	N.R.	412	710	1250	1733	2058	2320	2513
			NR	NR	NR	NR	NR	NR	NR
17'-4" (208")	PRESTRESSED	N.R.	300	548	950	1326	1609	1849	2047
			NR	NR	NR	NR	NR	NR	NR
19'-4" (232")	PRESTRESSED	N.R.	235	420	750	1037	1282	1515	1716
			NR	NR	NR	NR	NR	NR	NR
21'-4" (256")	PRESTRESSED	N.R.	180	340	598	845	1114	1359	1468
			NR	NR	NR	NR	NR	NR	NR
22'-0" (264")	PRESTRESSED	N.R.	165	315	550	784	1047	1285	1399
			NR	NR	NR	NR	NR	NR	NR
24'-0" (288")	PRESTRESSED	N.R.	129	250	450	654	884	1092	1222

(#) THE NUMBERS IN PARENTHESIS ARE PERCENT REDUCTIONS FOR GRADE 40 FIELD ADDED REBAR.

SAFE LATERAL LOADS FOR 8" PRECAST & PRESTRESSED U-LINTELS

CAST-CRETE — SAFE LOAD PLF

LENGTH	TYPE	8U8	8F8	RCMU
3'-6" (42")	PRECAST	1025	1024	1598
4'-0" (48")	PRECAST	765	763	1309
4'-6" (54")	PRECAST	592	591	1073
5'-4" (64")	PRECAST	411	411	745
5'-10" (70")	PRECAST	340	339	616
6'-6" (78")	PRECAST	507	721	490
7'-6" (90")	PRECAST	424	534	363
9'-4" (112")	PRECAST	326	512	230
10'-6" (126")	PRECAST	284	401	180
11'-4" (136")	PRECAST	260	452	154
12'-0" (144")	PRECAST	244	402	137
13'-4" (160")	PRECAST	217	324	110
14'-0" (168")	PRECAST	205	293	100
14'-8" (176")	PRESTRESSED	N.R.	284	91
15'-4" (184")	PRESTRESSED	N.R.	259	83
17'-4" (208")	PRESTRESSED	N.R.	194	64
19'-4" (232")	PRESTRESSED	N.R.	148	52
21'-4" (256")	PRESTRESSED	N.R.	125	42
22'-0" (264")	PRESTRESSED	N.R.	116	40
24'-0" (288")	PRESTRESSED	N.R.	91	33

SAFE UPLIFT LOADS FOR 8" PRECAST & PRESTRESSED U-LINTELS

CAST-CRETE — SAFE LOAD - POUNDS PER LINEAR FOOT

LENGTH	TYPE	8F8-1T	8F12-1T	8F16-1T	8F20-1T	8F24-1T	8F28-1T	8F32-1T
		8F8-2T	8F12-2T	8F16-2T	8F20-2T	8F24-2T	8F28-2T	8F32-2T
		1569	2655	3524	4394	5263	6132	7001
3'-6" (42")	PRECAST	1569	2655	3524	4394	5263	6132	7001
		1363	2305	3060	3815	4570	5325	6079
4'-0" (48")	PRECAST	1363	2305	3060	3815	4570	5325	6079
		1207	2040	2707	3375	4043	4711	5379
4'-6" (54")	PRECAST	1207	2040	2707	3375	4043	4711	5379
		1016	1715 (11)	2276 (8)	2838	3399	3961	4522
5'-4" (64")	PRECAST	1016	1715	2276	2838	3399	3961	4522
		909	1567 (18)	2080 (13)	2593 (8)	3107 (8)	3620 (4)	4133 (3)
5'-10" (70")	PRECAST	929	1567	2080	2593	3107	3620	4133
		835 (12)	1407 (26)	1868 (21)	2329 (18)	2790 (18)	3251 (14)	3712 (12)
6'-6" (78")	PRECAST	835	1407	1868	2329	2790	3251	3712
		727 (28)	1065 (38)	1624 (31)	2025 (28)	2426 (28)	2827 (28)	3228 (24)
7'-6" (90")	PRECAST	727	1224	1624	2025	2426	2827	3228
		591	708 (25)	1136 (34)	1474 (34)	1815 (34)	2157 (34)	2500 (34)
9'-4" (112")	PRECAST	591	862	1318	1643	1969	2294	2619
		530	575 (24)	916 (33)	1188 (33)	1461 (33)	1736 (33)	2011 (33)
10'-6" (126")	PRECAST	530	695	1180 (8)	1472 (8)	1763 (2)	2055	2346
		474	504 (23)	800 (33)	1037 (33)	1274 (33)	1513 (33)	1753 (33)
11'-4" (136")	PRECAST	494	607	1042 (13)	1372 (11)	1643 (8)	1915 (8)	2187 (8)
		470 (9)	458 (23)	724 (31)	938 (32)	1153 (32)	1369 (32)	1585 (32)
12'-0" (144")	PRECAST	470	550	940 (13)	1302 (13)	1560 (13)	1818 (11)	2075 (10)
		418 (15)	386 (22)	607 (30)	785 (30)	964 (30)	1143 (31)	1323 (31)
13'-4" (160")	PRECAST	428	460	780 (8)	1159 (23)	1418 (25)	1653 (26)	1887 (17)
		384 (15)	358 (21)	560 (29)	724 (28)	889 (28)	1054 (28)	1220 (28)
14'-0" (168")	PRECAST	410	425	717 (8)	1063 (21)	1358 (23)	1582 (22)	1807 (21)
		239	334 (21)	520 (29)	672 (29)	825 (29)	978 (29)	1131 (28)
14'-8" (176")	PRESTRESSED	246	395	663 (9)	980 (28)	1303 (28)	1518 (28)	1734 (24)
		224	313 (20)	486 (28)	627 (28)	769 (28)	911 (28)	1054 (28)
15'-4" (184")	PRESTRESSED	230	368	616 (9)	908 (28)	1240 (28)	1450 (27)	1658 (28)
		187	263 (19)	405 (28)	521 (27)	638 (27)	756 (27)	873 (27)
17'-4" (208")	PRESTRESSED	192	306	506 (8)	740 (19)	1005 (27)	1271 (31)	1473 (31)
		162	229 (17)	348 (28)	447 (28)	547 (28)	647 (28)	747 (28)
19'-4" (232")	PRESTRESSED	166	263	429 (8)	623 (18)	841 (26)	1059 (30)	1227 (30)
		142	204 (16)	307 (23)	393 (23)	480 (23)	568 (24)	655 (24)
21'-4" (256")	PRESTRESSED	142	232	373 (7)	537 (17)	721 (28)	905 (28)	1048 (28)
		137	197 (16)	295 (22)	379 (23)	462 (23)	546 (23)	630 (23)
22'-0" (264")	PRESTRESSED	137	223	358 (7)	513 (17)	688 (24)	863 (28)	999 (28)
		124	179 (14)	267 (21)	342 (21)	416 (21)	492 (21)	567 (22)
24'-0" (288")	PRESTRESSED	124	202	319 (7)	455 (16)	606 (23)	757 (27)	876 (27)

(#) THE NUMBERS IN PARENTHESIS ARE PERCENT REDUCTIONS FOR GRADE 40 FIELD ADDED REBAR.

- ALL VALUES TAKEN FROM "SAFE LOAD TABLES" BY CASTCRETE MAY 2015 EDITION
- ALL PRECAST PRODUCTS ARE TO BE INSTALLED PER MANUFACTURES SPECIFICATIONS
- PRECAST PRODUCTS BY OTHERS TO MEET OR EXCEED VALUES STATED ABOVE
- PROVIDE MINIMUM 4" OF BEARING PAST EACH SIDE OF WINDOW OPENING

PRODUCT CONTROL NOTICE OF ACCEPTANCE F.E.C.P. CORPORATION-CASTE-CRETE DIVISION ACCEPTANCE #: 19-0130.13

"LOTT'S CONCRETE" / "CAST-CRETE" SAFE LOAD TABLES

SAFE GRAVITY LOADS FOR 8" PRECAST & PRESTRESSED U-LINTELS

SAFE LOAD - POUNDS PER LINEAR FOOT

LENGTH	TYPE	8U8	8/8-0B	8/16-1T/0B	8/20-1T/0B	8/24-1T/0B	8/28-1T/0B	8/32-1T/0B
			8/8-1B	8/16-1T/1B	8/20-1T/1B	8/24-1T/1B	8/28-1T/1B	8/32-1T/1B
			1190	5163	6607	8054	9502	10000
3'-6"	PRECAST	1746	3069	6113	7547	8974	10000	10000
			873	3820	4890	5961	7034	8107
4'-0"	PRECAST	1293	2693	6113	7547	8974	10000	10000
			662	2931	3753	4576	5400	6224
4'-6"	PRECAST	993	2189	6113	7547	8672	10000	10000
			1349	1999	2560	3123	3686	4249
5'-4"	PRECAST	1063	1663	5365	7547	7342	8733	10000
			1105	1631	2090	2549	3009	3470
5'-10"	PRECAST	927	1451	4360	7168	6036	7181	8328
			1238	3480	3031	3707	4383	5061
6'-6"	PRECAST	791	1238	3480	5381	8360	10000	8825
			1011	2632	2205	2698	3191	3685
7'-6"	PRECAST	646	1011	2661	3898	5681	8467	6472
			699	1625	2522	2481	2818	3302
9'-4"	PRECAST	481	752	1843	2564	3486	4705	4899
			535	1247	1943	1904	2163	2536
10'-6"	PRECAST	411	643	1533	2093	2781	3643	3784
			582	1366	1846	2423	3127	4006
11'-4"	PRECAST	362	582	1366	1846	2423	3127	4006
			540	1254	1684	2193	2805	3552
12'-0"	PRECAST	337	540	1254	1684	2193	2805	3552
			471	1075	1428	1838	2316	2883
13'-4"	PRECAST	296	471	1075	1428	1838	2316	2883
			424	1002	1326	1697	2127	2630
14'-0"	PRECAST	279	442	1002	1326	1697	2127	2630
			NR	NR	NR	NR	NR	NR
14'-8"	PRESTRESSED	N.R.	458	1079	1429	1824	2277	2712
			NR	NR	NR	NR	NR	NR
15'-4"	PRESTRESSED	N.R.	412	1014	1340	1703	2118	2513
			NR	NR	NR	NR	NR	NR
17'-4"	PRESTRESSED	N.R.	300	856	1121	1413	1739	2047
			NR	NR	NR	NR	NR	NR
19'-4"	PRESTRESSED	N.R.	235	736	959	1200	1467	1716
			NR	NR	NR	NR	NR	NR
21'-4"	PRESTRESSED	N.R.	180	598	833	1038	1261	1468
			NR	NR	NR	NR	NR	NR
22'-0"	PRESTRESSED	N.R.	165	550	784	992	1203	1399
			NR	NR	NR	NR	NR	NR
24'-0"	PRESTRESSED	N.R.	129	450	654	872	1054	1222

SAFE LATERAL LOADS FOR 8" PRECAST & PRESTRESSED U-LINTELS

SAFE LOAD PLF

LENGTH	TYPE	8/8 PLAIN	8/8 SOLID
3'-6"	PRECAST	1025	1024
4'-0"	PRECAST	765	763
4'-6"	PRECAST	592	591
5'-4"	PRECAST	411	411
5'-10"	PRECAST	340	339
6'-6"	PRECAST	507	721
7'-6"	PRECAST	424	534
9'-4"	PRECAST	326	510
10'-6"	PRECAST	284	400
11'-4"	PRECAST	260	452
12'-0"	PRECAST	244	402
13'-4"	PRECAST	217	324
14'-0"	PRECAST	205	293
14'-8"	PRESTRESSED	N.R.	284
15'-4"	PRESTRESSED	N.R.	259
17'-4"	PRESTRESSED	N.R.	194
19'-4"	PRESTRESSED	N.R.	148
21'-4"	PRESTRESSED	N.R.	125
22'-0"	PRESTRESSED	N.R.	116
24'-0"	PRESTRESSED	N.R.	91

SAFE UPLIFT LOADS FOR 8" PRECAST & PRESTRESSED U-LINTELS

SAFE LOAD - POUNDS PER LINEAR FOOT

LENGTH	TYPE	8/8-1T	8/16-1T	8/20-1T	8/24-1T	8/28-1T	8/32-1T
		8/8-2T	8/16-2T	8/20-2T	8/24-2T	8/28-2T	8/32-2T
		1569	3524	4394	5263	6132	7001
3'-6"	PRECAST	1569	3524	4394	5263	6132	7001
		1363	3060	3815	4570	5325	6079
4'-0"	PRECAST	1363	3060	3815	4570	5325	6079
		1207	2707	3375	4043	4711	5379
4'-6"	PRECAST	1207	2707	3375	4043	4711	5379
		1016	2276	2838	3399	3961	4522
5'-4"	PRECAST	1016	2276	2838	3399	3961	4522
		909	2080	2593	3107	3620	4133
5'-10"	PRECAST	929	2080	2593	3107	3620	4133
		835	1868	2329	2790	3251	3712
6'-6"	PRECAST	835	1868	2329	2790	3251	3712
		727	1548	1993	2426	2827	3228
7'-6"	PRECAST	727	1624	2025	2426	2827	3228
		572	1027	1320	1612	1904	2197
9'-4"	PRECAST	572	1318	1643	1969	2294	2619
		473	830	1066	1301	1537	1773
10'-6"	PRECAST	504	1180	1472	1763	2055	2346
		466	727	933	1138	1344	1550
11'-4"	PRECAST	466	1042	1372	1643	1915	2187
		440	659	846	1032	1217	1404
12'-0"	PRECAST	440	940	1302	1560	1818	2075
		396	555	711	866	1022	1178
13'-4"	PRECAST	396	780	1159	1418	1653	1887
		378	513	657	801	944	1088
14'-0"	PRECAST	378	717	1063	1358	1582	1807
		239	477	611	744	877	1011
14'-8"	PRESTRESSED	246	663	980	1273	1509	1734
		224	446	571	695	820	944
15'-4"	PRESTRESSED	230	616	908	1179	1398	1617
		187	374	478	581	685	788
17'-4"	PRESTRESSED	192	506	740	501	1135	1312
		162	323	412	501	590	679
19'-4"	PRESTRESSED	166	429	623	803	950	1098
		142	287	365	443	521	599
21'-4"	PRESTRESSED	142	373	537	690	816	943
		137	276	352	427	502	578
22'-0"	PRESTRESSED	137	358	513	659	779	900
		124	251	319	387	455	523
24'-0"	PRESTRESSED	124	319	455	581	687	793

- ALL VALUES TAKEN AS THE LESSER FROM "SAFE LOAD TABLES" BY LOTT'S MAY 2015 EDITION AND CASTCRETE MAY 2015 EDITION
- ALL PRECAST PRODUCTS ARE TO BE INSTALLED PER MANUFACTURES SPECIFICATIONS
- PRECAST PRODUCTS BY OTHERS TO MEET OR EXCEED VALUES STATED ABOVE
- PROVIDE MINIMUM 4" OF BEARING PAST EACH SIDE OF WINDOW OPENING

PRODUCT CONTROL NOTICE OF ACCEPTANCE F.E.C.P. CORPORATION-CASTE-CRETE DIVISION ACCEPTANCE #: 19-0130.13

PRODUCT CONTROL NOTICE OF ACCEPTANCE LOTT'S CONCRETE PRODUCTS,INC. ACCEPTANCE #: 15-0526.12

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TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES

DETAILS

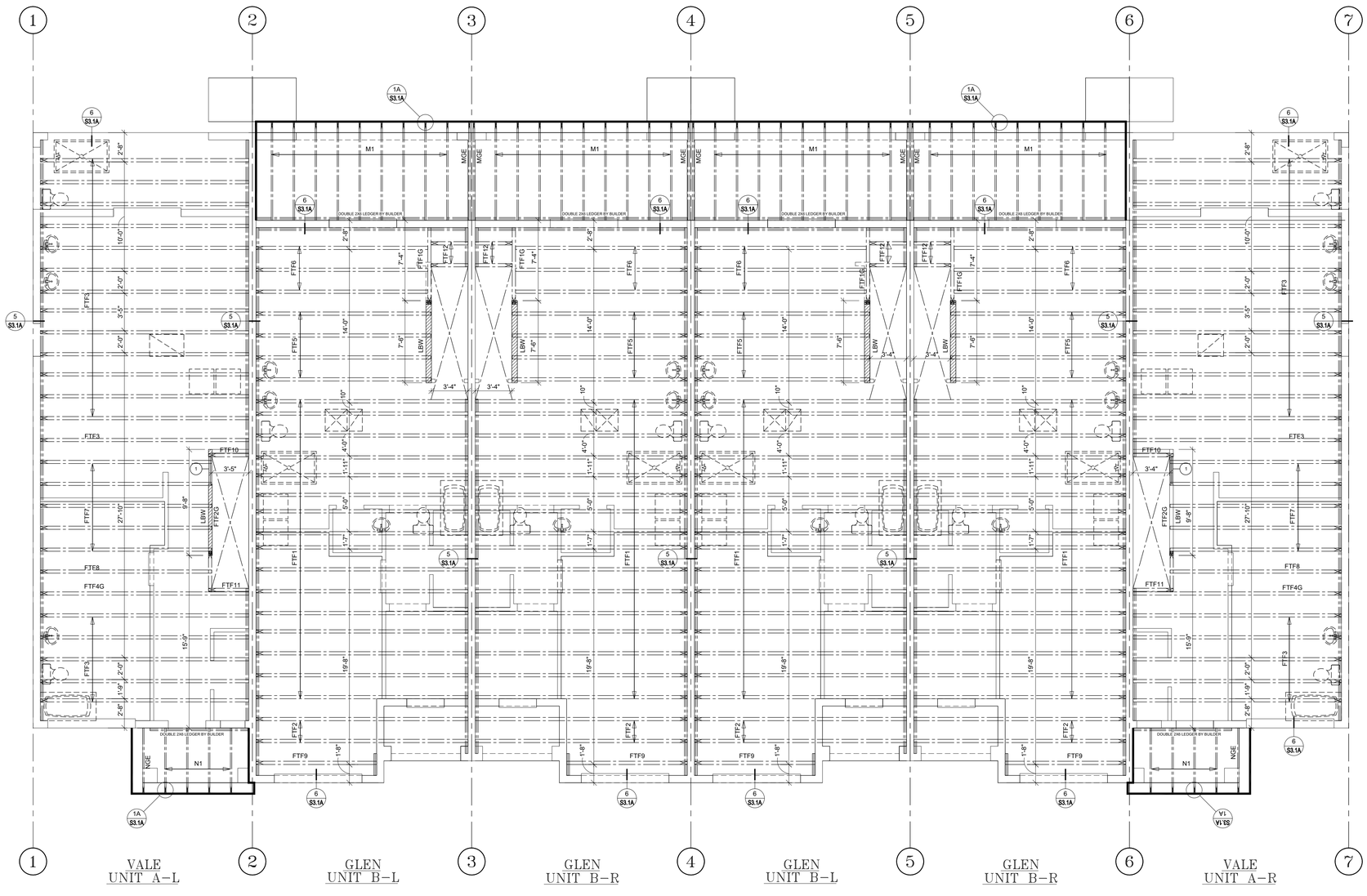
160 MPH EXP. C

JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE: AS NOTED
SHEET NO:
S2.2A



FIRST FLOOR FRAMING PLAN

SCALE: 3/16 = 1'-0"

FRAMING NOTES:

1. U.N.O. ALL STRAPS FOR ROOF TRUSSES TO BE
CONCRETE TO WOOD ROOF: SIMPSON HETA16 W/ (9) 10d x 1 1/2" HDG NAILS.
CONCRETE TO WOOD FLOOR:
SIMPSON LTA2 W/ (8) 10d x 1 1/2" HDG NAILS, WOOD TO WOOD:
SIMPSON H10A OR LGT2 W/ 10d x 1 1/2" HDG NAILS, FILL ALL HOLES.
2. ALL PLYWOOD FOR WALL AND ROOF SHEATHING IS TO BE PER FASTENER SCHEDULE.
3. ALL PLYWOOD FOR FLOOR SHEATHING SHALL BE PER FASTER SCHEDULE MEETING THE REQUIREMENTS OF AFG-01 AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. ALL NAILS FOR TRUSS TO BEAM AND TRUSS TO TRUSS METAL CONNECTORS ARE TO BE GALVANIZED.
5. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE, CONNECTERS ARE TO BE GALVANIZED.
6. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE CONCRETE LINTELS.
7. BOTTOM OF LINTELS ARE TO BE PLACED AT TOP OF WINDOW, DOOR AND CLEAR SPAN OPENINGS.
8. LINTELS SHALL HAVE 4" NOMINAL BEARING (4").
9. THE TRUSS FRAMING SHOWN IS SCHEMATIC IN NATURE. HOWEVER THE SUPPORTING STRUCTURE HAS BEEN DESIGNED UNDER THE ASSUMPTION THE FRAMING SCHEME SHOWN WILL CLOSELY PARALLEL FINAL TRUSS DESIGNERS LAYOUT. SUBMIT FINAL TRUSS DRAWINGS FOR THE ENGINEER'S REVIEW AND APPROVAL.
10. PLACE 2x4 PT TO ALIGN WITH TOP AND BOTTOM CHORDS OF ROOF TRUSSES SECURE 2x MEMBERS TO WALL WITH HILTI X-ZF, POWDER ACCTUATED FASTENER, ZF 72 P8S36, .177" ° x 2 7/8" LONG, WITH WASHER @ 16" O.C.
11. TRUSS REACTIONS AND UPLIFTS SHOWN ARE THE SAME ON EACH END UNLESS OTHERWISE SHOWN DIFFERENT.
12. WOOD BEARING WALLS AND HEADERS HAVE BEEN DESIGNED BASED ON RATIONAL ANALYSIS.
13. ALL ELEVATIONS ARE REFERENCED FROM 0'-0", FINISH FLOOR. UNLESS NOTED OTHERWISE.

TRUSS MANUFACTURER / ENGINEER NOTES:

1. ROOF GIRDERS W/ UPLIFT IN EXCESS OF 2,500 LBS SHALL BE FABRICATED W/ A 2x6 BTM. CHORD (MIN.)
2. COORDINATE ANY TRAY/COFFERED CEILINGS, AND ATTIC ACCESS WITH THE ARCHITECTURAL PLANS TRAYS AND COFFERS ARE NOT SHOWN ON THIS PLAN IN ORDER TO AVOID CONFUSION AND MISTAKES.
3. TRUSS COMPANY / ENGINEER IS RESPONSIBLE FOR ALL TRUSS TO TRUSS CONNECTIONS.
4. AVOID PLACING A TRUSS PERPENDICULAR TO A STEEL COLUMN. MAINTAIN AT LEAST 8" FROM THE CENTER OF THE COLUMN.

HEADER SCHEDULE

MARK	SIZE & DESCRIPTION	REMARK
1	(2) 2X12	

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TITLE SHEET
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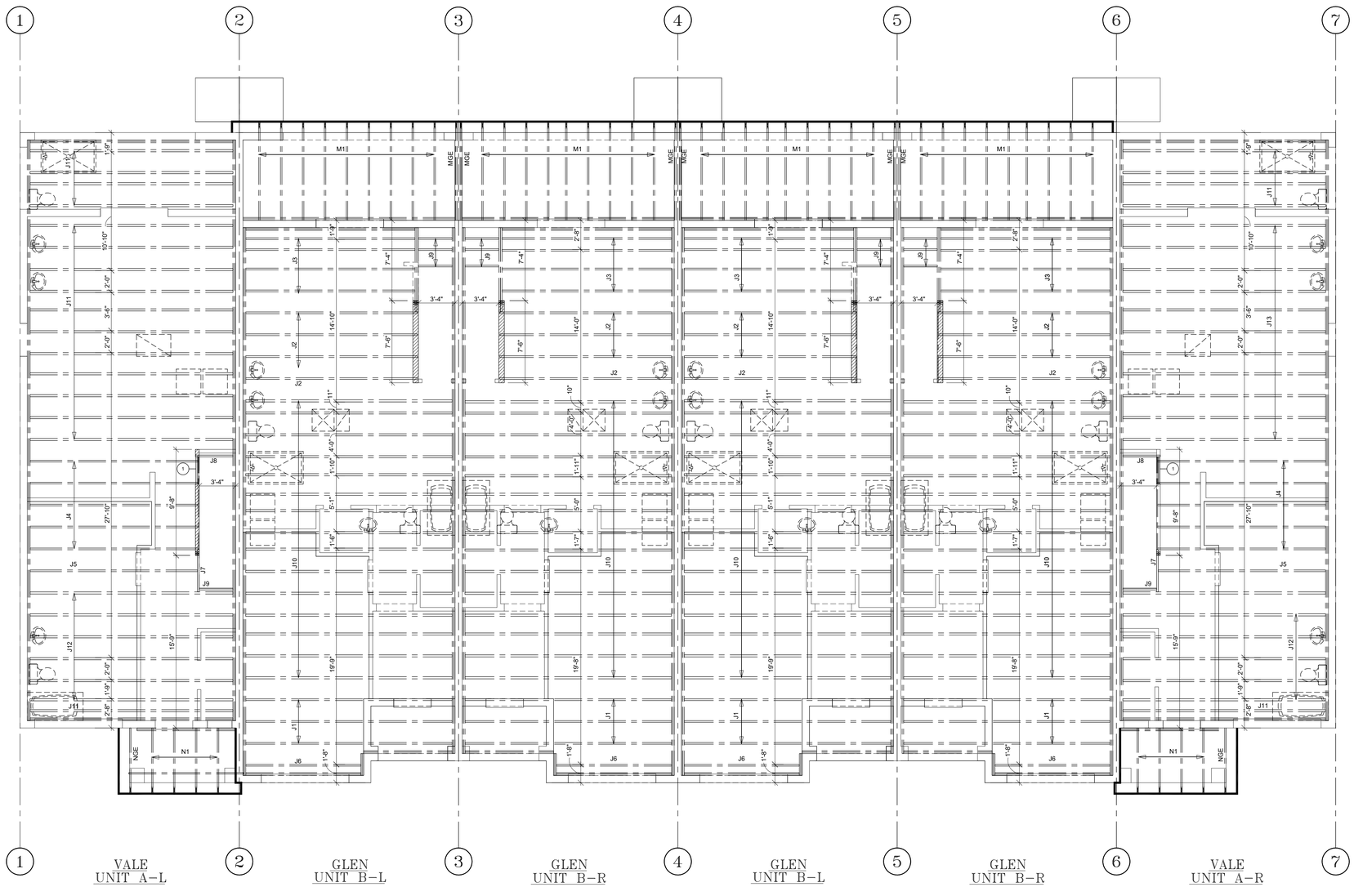
6 UNIT TOWN HOMES
FIRST FLOOR
FRAMING PLAN (OWT)
160 MPH EXP. C

JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
S3



FIRST FLOOR FRAMING PLAN

SCALE: 3/16 = 1'-0"

FRAMING NOTES:

1. U.N.O. ALL STRAPS FOR ROOF TRUSSES TO BE
CONCRETE TO WOOD ROOF: SIMPSON HETA16 W/ (9) 10d x 1 1/2" HDG NAILS.
CONCRETE TO WOOD FLOOR:
SIMPSON LTA2 W/ (8) 10d x 1 1/2" HDG NAILS, WOOD TO WOOD:
SIMPSON H10A OR LGT2 W/ 10d x 1 1/2" HDG NAILS, FILL ALL HOLES.
2. ALL PLYWOOD FOR WALL AND ROOF SHEATHING IS TO BE PER FASTENER SCHEDULE.
3. ALL PLYWOOD FOR FLOOR SHEATHING SHALL BE PER FASTER SCHEDULE MEETING THE REQUIREMENTS OF AFG-01 AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. ALL NAILS FOR TRUSS TO BEAM AND TRUSS TO TRUSS METAL CONNECTORS ARE TO BE GALVANIZED.
5. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE, CONNECTERS ARE TO BE GALVANIZED.
6. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE CONCRETE LINTELS.
7. BOTTOM OF LINTELS ARE TO BE PLACED AT TOP OF WINDOW, DOOR AND CLEAR SPAN OPENINGS.
8. LINTELS SHALL HAVE 4" NOMINAL BEARING (4").
9. THE TRUSS FRAMING SHOWN IS SCHEMATIC IN NATURE. HOWEVER THE SUPPORTING STRUCTURE HAS BEEN DESIGNED UNDER THE ASSUMPTION THE FRAMING SCHEME SHOWN WILL CLOSELY PARALLEL FINAL TRUSS DESIGNERS LAYOUT. SUBMIT FINAL TRUSS DRAWINGS FOR THE ENGINEER'S REVIEW AND APPROVAL.
10. PLACE 2x4 PT TO ALIGN WITH TOP AND BOTTOM CHORDS OF ROOF TRUSSES SECURE 2x MEMBERS TO WALL WITH HILTI X-ZF, POWDER ACCTUATED FASTENER, ZF 72 P8S36, .177" ° x 2 7/8" LONG, WITH WASHER @ 16" O.C.
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3. TRUSS COMPANY / ENGINEER IS RESPONSIBLE FOR ALL TRUSS TO TRUSS CONNECTIONS.
4. AVOID PLACING A TRUSS PERPENDICULAR TO A STEEL COLUMN. MAINTAIN AT LEAST 8" FROM THE CENTER OF THE COLUMN.

HEADER SCHEDULE

MARK	SIZE & DESCRIPTION	REMARK
1	(2) 2X12	

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(I-JOIST)
160 MPH EXP. C

JOB #
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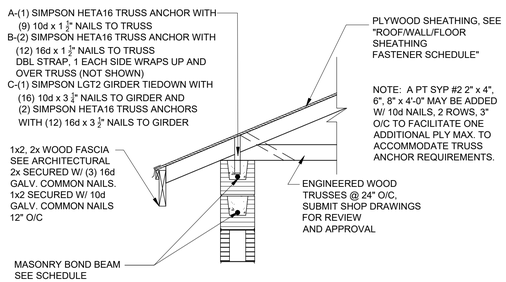
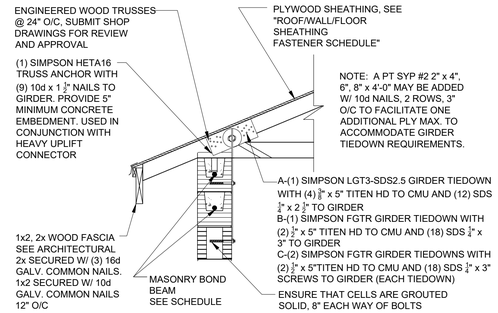


A ALLOWABLE UPLIFT = U:1810 LBS, L:770 LBS (1 PLY)
B ALLOWABLE UPLIFT = U:2365 LBS, L:1430 LBS (2 OR 3 PLY)
C ALLOWABLE UPLIFT = U:2705 LBS (2 PLY)

1A 1B 1C TYPICAL TRUSS/ GIRDER CONNECTOR(S)

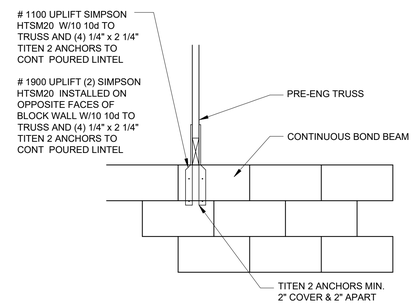
SCALE: 3/4"=1'-0"



A ALLOWABLE UPLIFT = 3285 LBS (2 OR 3 PLY)
B ALLOWABLE UPLIFT = 4725 LBS (2 PLY MIN.)
C ALLOWABLE UPLIFT = 8885 LBS (2 PLY MIN.)

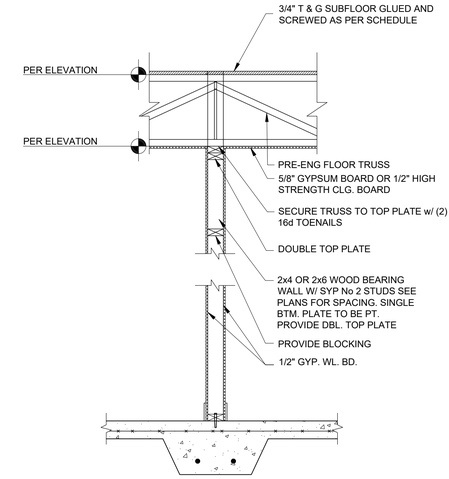
2A 2B 2C TYPICAL ROOF GIRDER CONNECTOR(S)

SCALE: 3/4"=1'-0"



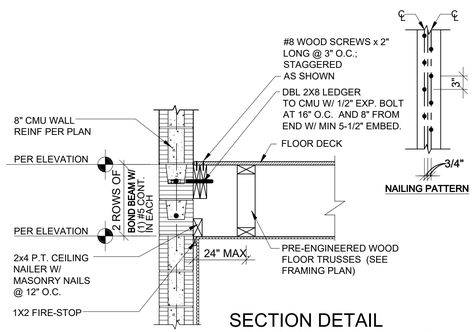
3 REPAIR OF MULTIPLE MISPLACED EMBEDDED TRUSS ANCHOR

SCALE: 3/4"=1'-0"



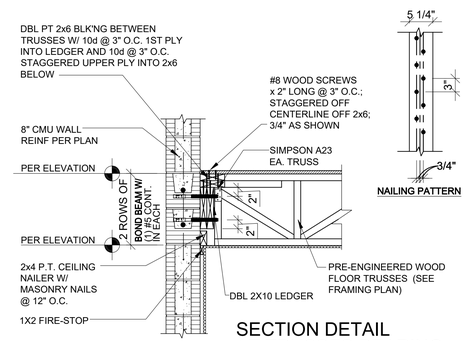
4 FLOOR TRUSS CONNECTION @ L.B.W. (NO UPLIFT)

SCALE: 3/4"=1'-0"



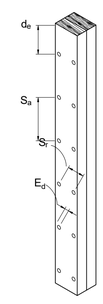
5 SECTION DETAIL AT TRUSSES PARALLEL TO EXTERIOR WALL

SCALE: 3/4"=1'-0"



6 SECTION DETAIL AT TRUSSES BEARING ON EXTERIOR WALL

SCALE: 3/4"=1'-0"



WOOD SECTION	FASTENER SPACING
(2) 2x4	d_e =2" MIN, 2 1/4" MAX s_a = 2 1/2" MIN, 9" MAX s_s =1 1/2" MIN, 2 1/2" MAX e_d = 3/4" MIN, 2 1/2" MAX
(2) 2x6	d_e =2" MIN, 2 1/4" MAX s_a = 2 1/2" MIN, 9" MAX s_s =1 1/2" MIN, 2 1/2" MAX* e_d = 3/4" MIN, 2 1/2" MAX
(2) 2x8	d_e =2" MIN, 2 1/4" MAX s_a = 2 1/2" MIN, 9" MAX s_s =1 1/2" MIN, 2 1/2" MAX* e_d = 3/4" MIN, 2 1/2" MAX

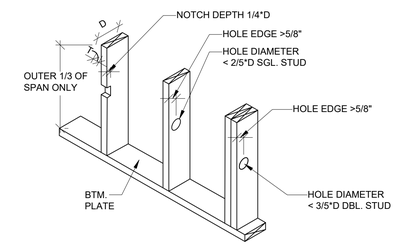
*MUST HAVE 2 OR MORE LONGITUDINAL ROWS OF NAILS

NOTE:
- ADJACENT NAILS ARE DRIVEN FROM OPPOSITE SIDES OF THE COLUMN
- ALL NAILS PENETRATE ALL LAMINATIONS AND AT LEAST 1 1/4" OF THE THICKNESS OF THE OUTERMOST LAMINATION

WHERE:
d_e = END DISTANCE
S_a = SPACING BETWEEN ADJACENT FASTENERS IN A ROW
s_s = SPACING BETWEEN ROWS OF FASTENERS
e_d = EDGE DISTANCE

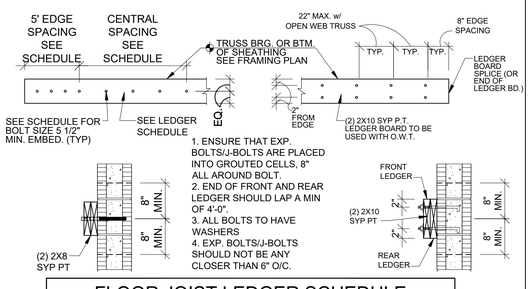
7 DOUBLE STUD W/ 10d NAIL ATTACHMENT

SCALE: N.T.S.



8 STUD NOTCHING AND BORING LIMITS

SCALE: 1 1/2"=1'-0"



1. ENSURE THAT EXP. BOLTS/J-BOLTS ARE PLACED INTO GROUTED CELLS, 8" ALL AROUND BOLT.
2. END OF FRONT AND REAR LEDGER SHOULD LAP A MIN OF 4'-0".
3. ALL BOLTS TO HAVE WASHERS
4. EXP. BOLTS/J-BOLTS SHOULD NOT BE ANY CLOSER THAN 6" O/C.

FLOOR JOIST LEDGER SCHEDULE

MARK	SIZE	BOLT SIZE	MIN. END DISTANCE	CENTRAL SPACING
A	DOUBLE 2x8	1/2"	8"	16" O/C
E	DOUBLE 2x10	(2) 3/4"	8"	22" O/C

9 WOOD LEDGER DETAIL

SCALE: 3/4"=1'-0"

THE USE OF ALTERNATE MATERIALS MAY BE USED SO LONG AS THEY CONFORM TO THE FOLLOWING

1. METAL STRAPS FOR ROOF AND FLOOR CONNECTIONS
A) AN ALTERNATE STRAP MAY BE USED SO LONG AS THE NEW STRAP HAS EQUIVALENT OR GREATER UPLIFT AND LATERAL (F1 AND F2) LOAD CAPACITIES AS THE ONE SPECIFIED, CONCURRENTLY. IT SHOULD BE NOTED FLOOR AND ROOF TRUSSES ARE SUBJECT TO LATERAL LOADS DUE TO WIND AND REQUIRE THE CONNECTIONS INDICATED. A FLAT OR TWIST STRIP IS NOT EQUIVALENT TO A SIMPSON H10A OR LGT2. ROOF TRUSSES ARE SUBJECT TO UPLIFT, F1, AND F2 FORCES ALL AT THE SAME TIME. FLOOR TRUSSES NOT EXPOSED TO WIND ARE SUBJECT TO F1 AND F2 FORCES.

10 ALTERNATE MATERIALS

SCALE: 3/4"=1'-0"

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DETAILS
160 MPH EXP. C
JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
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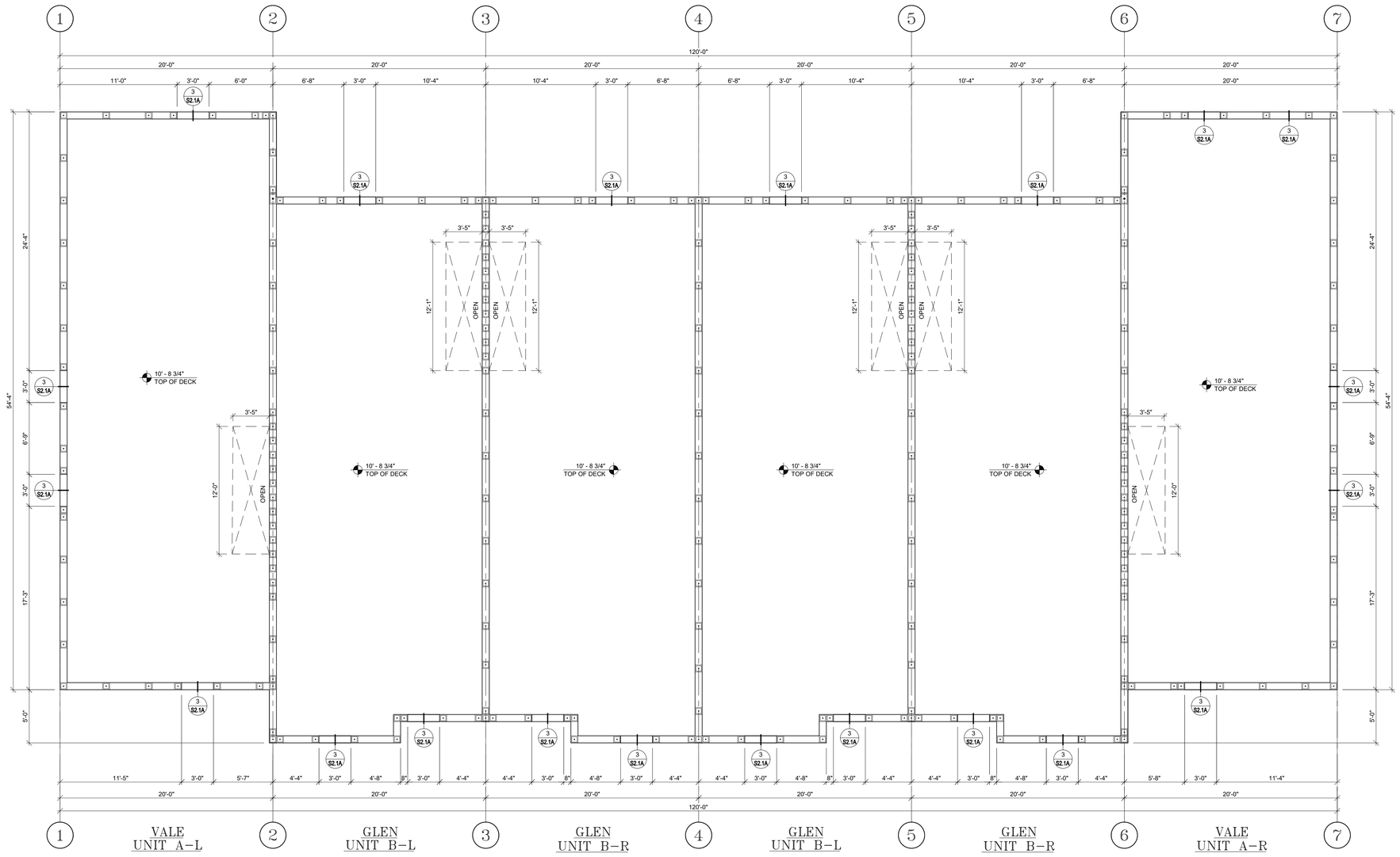

SECOND FLOOR DECK PLAN

SCALE: 3/16 = 1'-0"

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LOTS **-**
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TITLE SHEET
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6 UNIT TOWN HOMES
SECOND FLOOR DECK PLAN
160 MPH EXP. C
JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
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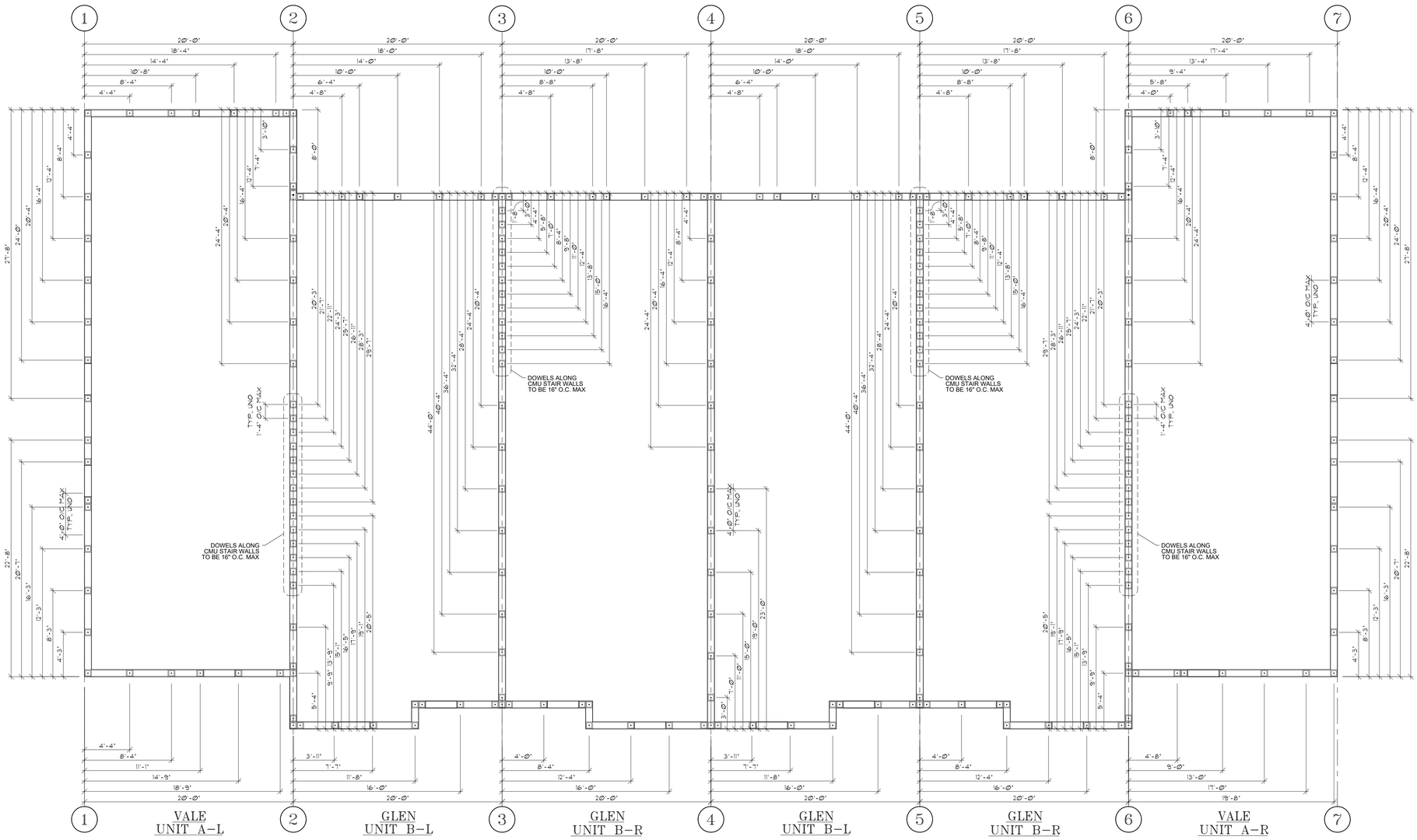

SECOND FLOOR DOWEL PLAN

SCALE: 3/16 = 1'-0"

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TITLE SHEET
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SECOND FLOOR
DOWEL PLAN

160 MPH EXP. C

JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
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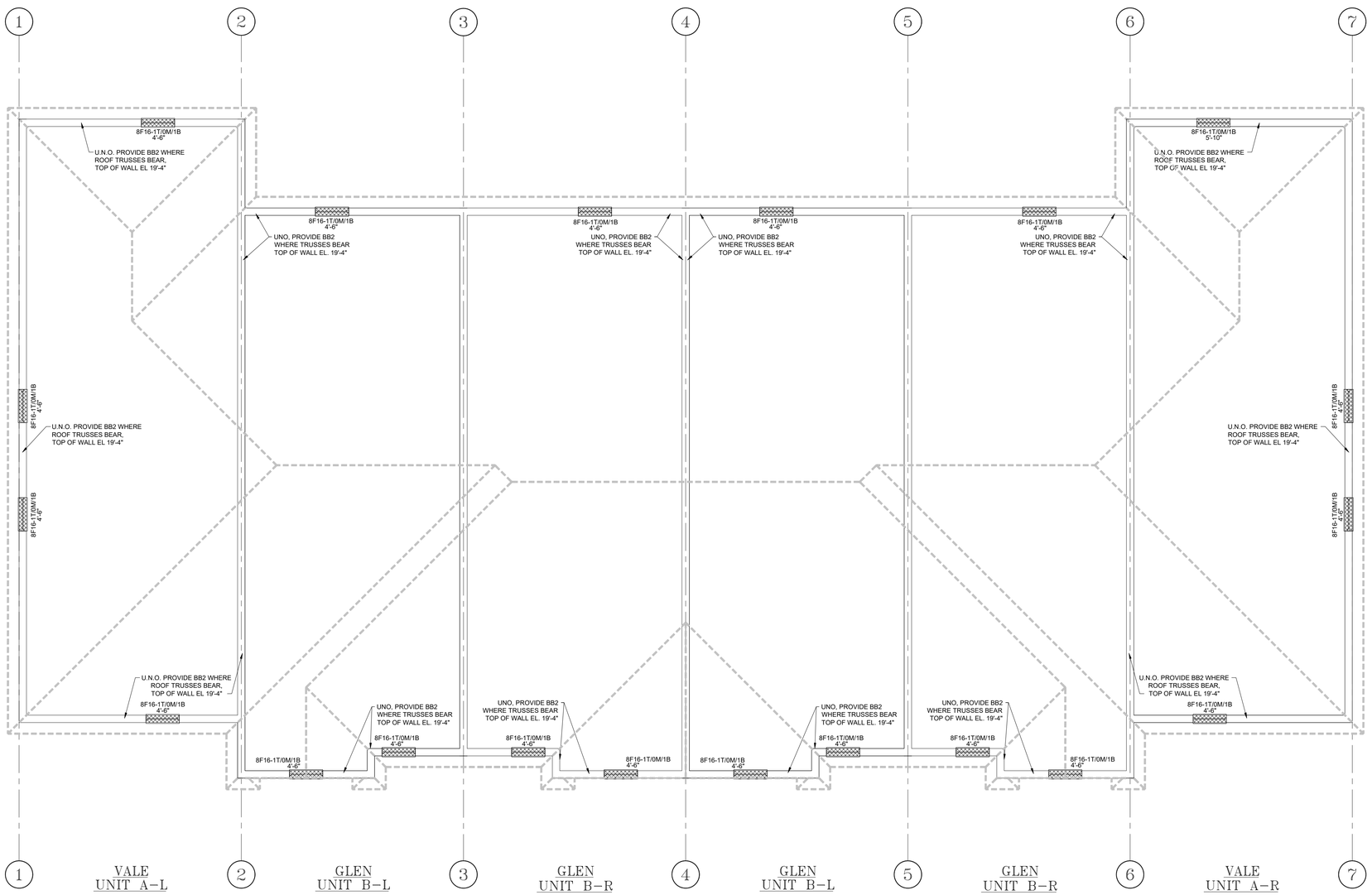

SECOND FLOOR LIFT BEAM PLAN

SCALE: 3/16 = 1'-0"

FRAMING NOTES:

1. U.N.O. ALL STRAPS FOR ROOF TRUSSES TO BE
CONCRETE TO WOOD ROOF: SIMPSON HETA16 W/ (9) 10d x 1 1/2" HDG NAILS.
CONCRETE TO WOOD FLOOR:
SIMPSON LTA2 W/ (8) 10d x 1 1/2" HDG NAILS, WOOD TO WOOD:
SIMPSON H10A OR LGT2 W/ 10d x 1 1/2" HDG NAILS, FILL ALL HOLES.
2. ALL PLYWOOD FOR WALL AND ROOF SHEATHING IS TO BE PER FASTENER SCHEDULE.
3. ALL PLYWOOD FOR FLOOR SHEATHING SHALL BE PER FASTER SCHEDULE MEETING THE REQUIREMENTS OF AFG-01 AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. ALL NAILS FOR TRUSS TO BEAM AND TRUSS TO TRUSS METAL CONNECTORS ARE TO BE GALVANIZED.
5. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE, CONNECTERS ARE TO BE GALVANIZED.
6. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE CONCRETE LINTELS.
7. BOTTOM OF LINTELS ARE TO BE PLACED AT TOP OF WINDOW, DOOR AND CLEAR SPAN OPENINGS.
8. LINTELS SHALL HAVE 4" NOMINAL BEARING (4").
9. THE TRUSS FRAMING SHOWN IS SCHEMATIC IN NATURE. HOWEVER THE SUPPORTING STRUCTURE HAS BEEN DESIGNED UNDER THE ASSUMPTION THE FRAMING SCHEME SHOWN WILL CLOSELY PARALLEL FINAL TRUSS DESIGNERS LAYOUT. SUBMIT FINAL TRUSS DRAWINGS FOR THE ENGINEER'S REVIEW AND APPROVAL.
10. PLACE 2x4 PT TO ALIGN WITH TOP AND BOTTOM CHORDS OF ROOF TRUSSES SECURE 2x MEMBERS TO WALL WITH HILTI X-ZF, POWDER ACCTUATED FASTENER, ZF 72 P8S36, .177" ° x 2 7/8" LONG, WITH WASHER @ 16" O.C.
11. TRUSS REACTIONS AND UPLIFTS SHOWN ARE THE SAME ON EACH END UNLESS OTHERWISE SHOWN DIFFERENT.
12. WOOD BEARING WALLS AND HEADERS HAVE BEEN DESIGNED BASED ON RATIONAL ANALYSIS.
13. ALL ELEVATIONS ARE REFERENCED FROM 0'-0", FINISH FLOOR. UNLESS NOTED OTHERWISE.

BEAM SCHEDULE

INDICATES OPENING BELOW / T.O.B. = TOP OF BEAM / B.O.L. = BOTTOM OF LINTEL / T.O.A. = TOP OF ARCH / T.O.S = TOP OF SLAB

ABBREVIATIONS E.E. = EACH END, O/C = ON CENTER, F.E.S. = FROM EACH SUPPORT, T.O. = THROUGHOUT

MARK	DESCRIPTION	f'c (psi)	SIZE W'xH'	REINFORCEMENT			STIRRUPS		REMARKS
				BTM.	TOP	MID	SIZE	SPACING	
BB1	MASONRY	3000	8"x8"	-	(1) #5's	-	N/A	-	GROUTED SOLID
BB2	MASONRY	3000	8"x16"	-	(1) #5's	-	N/A	-	GROUTED SOLID

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PLATS **-**

TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES

SECOND FLOOR
LIFT BEAM PLAN

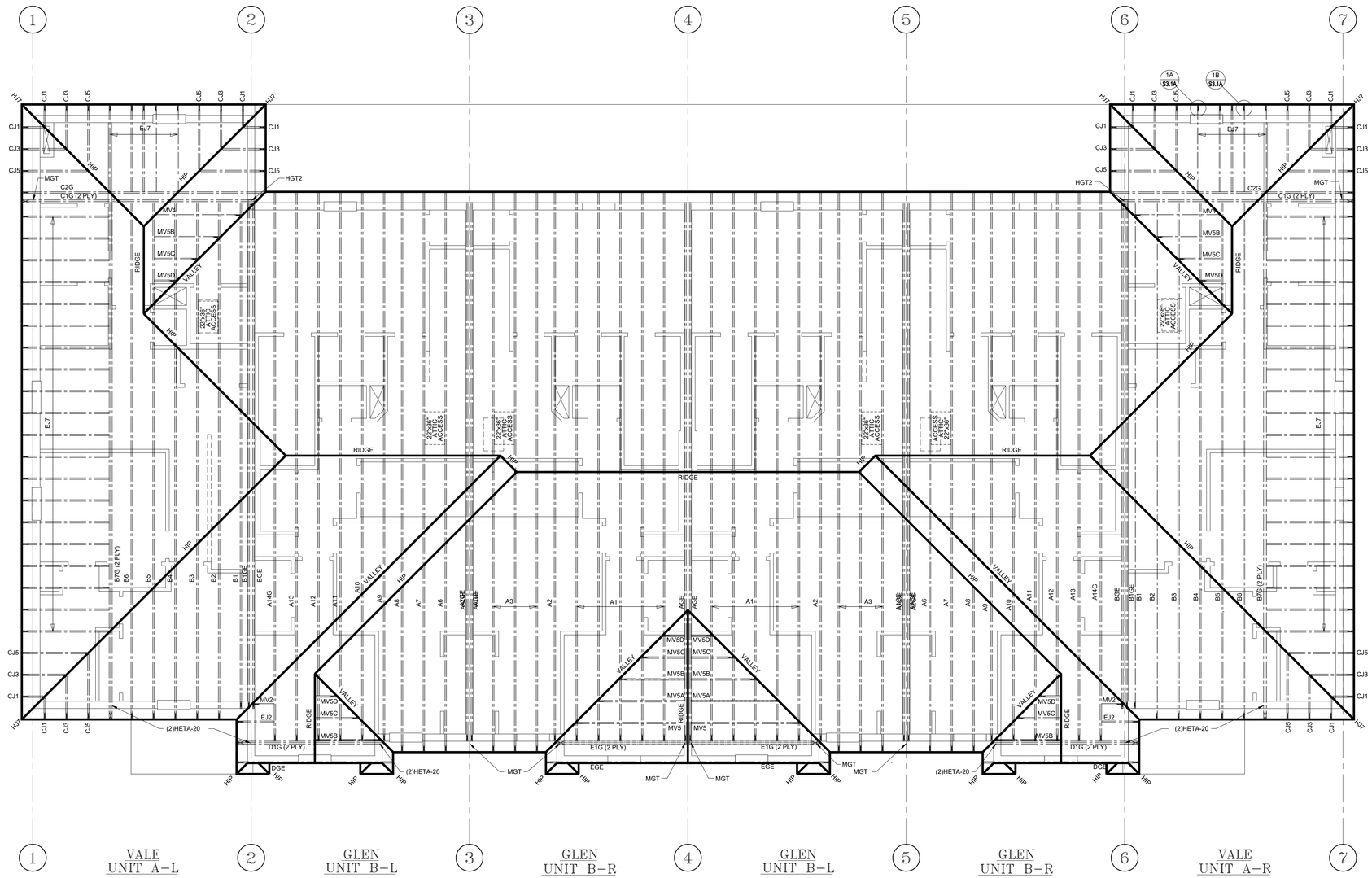
160 MPH EXP. C

JOB #
02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE:
SHEET NO:
S5



ROOF FRAMING PLAN

SCALE: 3/16 = 1'-0"

FRAMING NOTES:

1. U.N.O. ALL STRAPS FOR ROOF TRUSSES TO BE
CONCRETE TO WOOD ROOF: SIMPSON HETA16 W/ (9) 10d x 1 1/2" HDG NAILS.
CONCRETE TO WOOD FLOOR:
SIMPSON LTA2 W/ (8) 10d x 1 1/2" HDG NAILS, WOOD TO WOOD:
SIMPSON H10A OR LGT2 W/ 10d x 1 1/2" HDG NAILS, FILL ALL HOLES.
2. ALL PLYWOOD FOR WALL AND ROOF SHEATHING IS TO BE PER FASTENER SCHEDULE.
3. ALL PLYWOOD FOR FLOOR SHEATHING SHALL BE PER FASTER SCHEDULE MEETING THE REQUIREMENTS OF AFG-01 AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. ALL NAILS FOR TRUSS TO BEAM AND TRUSS TO TRUSS METAL CONNECTORS ARE TO BE GALVANIZED.
5. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE, CONNECTERS ARE TO BE GALVANIZED.
6. LINTELS AND MASONRY BEAMS WERE DESIGNED BASED ON CAST-CRETE CONCRETE LINTELS.
7. BOTTOM OF LINTELS ARE TO BE PLACED AT TOP OF WINDOW, DOOR AND CLEAR SPAN OPENINGS.
8. LINTELS SHALL HAVE 4" NOMINAL BEARING (4").
9. THE TRUSS FRAMING SHOWN IS SCHEMATIC IN NATURE. HOWEVER THE SUPPORTING STRUCTURE HAS BEEN DESIGNED UNDER THE ASSUMPTION THE FRAMING SCHEME SHOWN WILL CLOSELY PARALLEL FINAL TRUSS DESIGNERS LAYOUT. SUBMIT FINAL TRUSS DRAWINGS FOR THE ENGINEER'S REVIEW AND APPROVAL.
10. PLACE 2x4 PT TO ALIGN WITH TOP AND BOTTOM CHORDS OF ROOF TRUSSES SECURE 2x MEMBERS TO WALL WITH HILTI X-ZF, POWDER ACCTUATED FASTENER, ZF 72 P8S36, .177" " x 2 7/8" LONG, WITH WASHER @ 16" O.C.
11. TRUSS REACTIONS AND UPLIFTS SHOWN ARE THE SAME ON EACH END UNLESS OTHERWISE SHOWN DIFFERENT.
12. WOOD BEARING WALLS AND HEADERS HAVE BEEN DESIGNED BASED ON RATIONAL ANALYSIS.
13. ALL ELEVATIONS ARE REFERENCED FROM 0'-0", FINISH FLOOR. UNLESS NOTED OTHERWISE.

TRUSS MANUFACTURER / ENGINEER NOTES:

1. ROOF GIRDERS W/ UPLIFT IN EXCESS OF 2,500 LBS SHALL BE FABRICATED W/ A 2x6 BTM. CHORD (MIN.)
2. COORDINATE ANY TRAY/COFFERED CEILINGS, AND ATTIC ACCESS WITH THE ARCHITECTURAL PLANS TRAYS AND COFFERS ARE NOT SHOWN ON THIS PLAN IN ORDER TO AVOID CONFUSION AND MISTAKES.
3. TRUSS COMPANY / ENGINEER IS RESPONSIBLE FOR ALL TRUSS TO TRUSS CONNECTIONS.
4. AVOID PLACING A TRUSS PERPENDICULAR TO A STEEL COLUMN. MAINTAIN AT LEAST 8" FROM THE CENTER OF THE COLUMN.

HEADER SCHEDULE

MARK	SIZE & DESCRIPTION	REMARK
1	(2) 2X12	

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ROOF
FRAMING PLAN

160 MPH EXP. C

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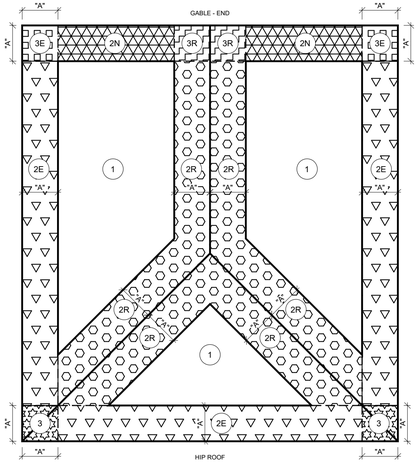


ROOF DIAPHRAGM
FOR ASPHALT SHINGLE ROOF, USE MIN 7/16" STRUCTURAL SHEATHING EXP 1(24/16) or 15/32" STRUCTURAL SHEATHING EXP 1 (32/16), FOR CEMENTITIOUS TILE AND METAL ROOFING, USE 15/32" STRUCTURAL SHEATHING EXP 1 (32/16) .(SEE TABLE FOR FIELD AND EDGE SPACING) SEE DETAIL.
ROOF SHEATHING TO GABLE END FRAME USE 8d RING SHANK GUN NAILS @ 4" O.C. EDGEWISE 2x4 BLOCKING ALL PANEL JOINTS W/ IN 4' OF GABLE END.

ROOF/ WALL/ FLOOR SHEATHING FASTENER SCHEDULE

NAIL REQUIREMENTS

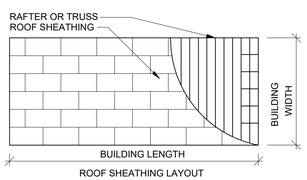
SIZE	HEAD	LENGTH	DIA.	TENSILE STR.	SHANK	ASTM
8d	RING SHANK, SCREW SHANK	2 3/8"	0.113	170,000	RING (16-20 RINGS PER INCH)	F1667 RSRS-01
8d	RING SHANK, PNEUMATIC SCREW-NAILS	2 3/8"	0.113			F1667 RSRS-01

EXTERIOR SHEATHING
USE 1/2" CDX OR 7/16" O.S.B. PLY WITH 8d RING SHANK GUN NAILS AT 4" O.C. AT PANEL SIDES AND 8d RING SHANK GUN NAILS 4" O.C. TOP & BOTTOM PANEL AND 8d RING SHANK GUN NAILS AT 6" O.C. AT INTERMEDIATE SUPPORTS OR 7/16" ZIP SHEATHING SYSTEM (INSTALLED PER MANUF. SPECS.) SEE DETAIL.

ROOF SHEATHING ATTACHEMENT SPACING

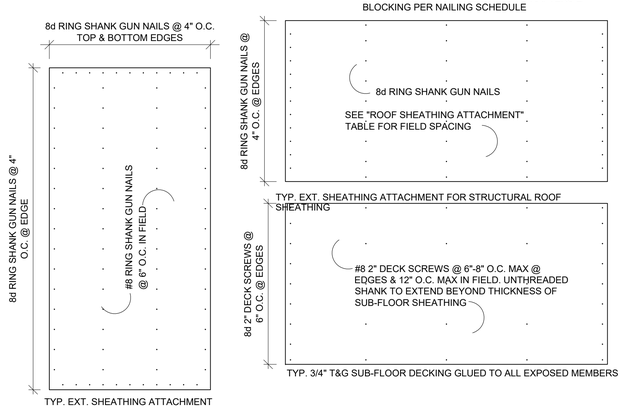
ZONE 1:	8d NAILS @ 4" O.C. ON EDGE AND 6" O.C. IN FIELD
ZONE 2e, 2n, 2r:	8d NAILS @ 4" O.C. ON EDGE AND 4" O.C. IN FIELD
ZONE 3,3e, 3r:	8d NAILS @ 4" O.C. ON EDGE AND 4" O.C. IN FIELD

NOTE: ROOF SHEATHING THICKNESS WAS CALCULATED AND ADHERES TO ASCE 7-16



ROOF SHEATHING LAYOUT
AND ENDWALL BRACING
FOR GABLE END FRAMING

NOTE: GABLES-DROP GABLE END & (1) ADD'L DROPPED TRUSS 2x4 #2 SYP OUTLOOKER RAFTER W/ BLOCKING @ 16"O.C. IF NO DROPPED GABLE END, ATTACH 2x4 #2 SYP BLOCKING @ 16" O.C. FIRST 4 BAYS W/ (2)12d NAILS EA. END. ATTACH ROOF SHEATHING TO RAFTERS 2/ BLOCKING PER NAILING SCHEDULE



GENERAL NOTES:

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND SITE DRAWINGS. CONSULT ARCHITECTURAL DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS. APPLICABLE BUILDING CODE STANDARDS: FBC 2020, 7th EDITION ACI 318-14, BUILDING CODE REQUIREMENTS
FOR STRUCTURAL CONCRETE, ACI 530-13/ASCE 5-13 AISI SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS 2011, ASCE 7-16 AND AISC SPECIFICATIONS

ALL DETAILS AND SECTIONS SHOW ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. DO NOT SCALE THE DRAWINGS. FOLLOW WRITTEN DIMENSIONS ONLY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED PART OF THE WORK.

THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCES TO INSURE SAFETY OF THE BUILDING AND ITS COMPONENTS
DURING ERECTION. THIS WORK INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIE-DOWNS.

THE CONTRACTOR SHALL SUPPLEMENT THE MINIMUM REQUIRED FOUNDATION AND SITE PREPARATION REQUIREMENTS AND SLAB-ON-GRADE THICKNESS TO HANDLE CONSTRUCTION LOADS.

DO NOT SCALE DRAWINGS. THE CONTRACTOR AND SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO WORK PERFORMED AND SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE FOUND.

DESIGN LOADS:

ROOF: LIVE LOAD
20 psf TOP CHORD -non-concurrent
10 psf BTM CHORD -non-concurrent
200lb CONCENTRATED LOAD ALL BTM CHORD PANEL JOINTS (HVHZ ONLY)-non-concurrent

DEAD LOAD
15 psf TOP CHORD
(10 psf w/ ASPHALT SHINGLES)
10 psf BTM CHORD
DEAD LOAD TO RESIST WIND UPLIFT: 10psf

FLOOR: LIVE LOAD 40 psf

DEAD LOAD
20 psf TOP CHORD
(10 psf w/ No GYPCRETE)
5 psf BTM CHORD

BALCONY LIVE LOAD 60 psf

WIND: DEAD LOAD SPEED =160 MPH 3- SECOND GUST
(ASCE 7-16 (FBC 2020) EXPOSURE C, RISK CATEGORY II)
LIVE LOADS: UNINHABITABLE ATTIC WITHOUT STORAGE: 10psf, UNINHABITABLE ATTIC WITH LIMITED STORAGE: 20psf, HABITABLE ATTICS AND ATTICS SERVED WITH FIXED STAIRS: 30psf, BALCONIES (EXTERIOR) AND DECKS: 40psf, GUARDS AND HANDRAILS: 200psf, GUARD IN-FILL COMPONENTS: 50psf, PASSENGER VEHICLE GARAGES: 50psf, ROOMS OTHER THAN SLEEPING ROOM: 40psf, SLEEPING ROOMS: 30psf, STAIRS: 40psf

SHOP DRAWING REVIEW:

SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGNING INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.

ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTORS PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED. SHOP DRAWINGS IN THE FORM OF REPRODUCIBLE SEPIAS OF STRUCTURAL DRAWINGS (CON-TRACT DOCUMENTS) ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION FROM THE ENGINEER. IN ALL INSTANCES, THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS CHECKED, UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.

FOUNDATION/ SITE PREPARATION:

FOOTINGS WERE DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 psf, FOOTING EXCAVATIONS AND SLAB SUB-GRADE SHALL BE COMPACTED TO A DRY DENSITY OF AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY, DETERMINED IN ACCORDANCE WITH ASTM D-1557. TREAT ALL SOIL FOR TERMITE PROTECTION.

THE OWNER SHALL RETAIN THE SERVICES OF AN INDEPENDENT GEO-TECHNICAL ENGINEER TO VERIFY SUCCESSFUL COMPLETION OF SITE PREPARATION EFFORTS. LOCATIONS FAILING TO MEET THE GEO-TECHNICAL ENGINEER'S REQUIREMENTS SHALL BE RE-COMPACTED AND RETESTED AT THE CONTRACTOR'S EXPENSE, AND AS DIRECTED BY THE ENGINEER. WRITTEN CERTIFICATION THAT THE MINIMUM DESIGN BEARING CAPACITY, AND THAT THE COMPACTION REQUIREMENTS HAVE BEEN MET SHALL BE MADE BY THE GEO-TECH. ENGINEER. IF BUILDING PAD AREA TESTING RESULTS IN SOIL BEARING CAPACITY THAT IS LESS THAN THE DESIGN BEARING CAPACITY, IT IS THE RESPONSIBILITY OF THE BUILDER TO NOTIFY THE ENGINEER OF RECORD (VIA WRITTEN R.F.I.) SO THAT THE FOUNDATION CAN BE MODIFIED ACCORDINGLY PRIOR TO START OF CONSTRUCTION. ENGINEER SHALL TAKE NO RESPONSIBILITY FOR NEGLIGENCE BY BUILDER IN THIS ASPECT OF CONSTRUCTION.

CONCRETE:

CONCRETE SHALL ACHIEVE MINIMUM 28 DAY COMPRESSIVE STRENGTHS AS FOLLOWS:

2,500 PSI REGULAR WEIGHT FOR FOOTINGS, AND SLAB-ON-GRADE
3,000 PSI REGULAR WEIGHT FOR BEAMS, COLUMNS, AND 5" STRUCTURAL TERRACE SLAB.

CONTRACTOR SHALL SUBMIT PROPOSED MIX DESIGNS, WITH HISTORICAL STRENGTH DATA FOR EACH SEPARATE MIX PRIOR TO CONCRETE PLACEMENT. CONCRETE SLUMP SHALL NOT EXCEED 5" +/- PRIOR TO THE ADDITION OF PLASTICIZER.

CONCRETE SHALL COMPLY WITH ALL THE REQUIREMENTS OF ACI 301 AND ASTM C-94 OR MEASURING, MIXING, TRANSPORTING, ETC. CONCRETE TICKETS SHALL BE TIME-STAMPED WHEN CONCRETE IS BATCHED. THE MAXIMUM TIME ALLOWED FROM WHEN WATER IS ADDED TO THE MIX UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED 90 MINUTES. IF FOR ANY REASON THERE IS A DELAY IN SUCH THAT A BATCH IS HELD FOR LONGER THAN 90 MINUTES, THE CONCRETE SHALL NOT BE PLACED. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LABORATORY TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NON COMPLIANCE WITH THE ABOVE.

REQUIRED CONCRETE COVERAGE OVER REBAR SHALL BE AS FOLLOWS:
A. 3" FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH (FOUNDATIONS):
B. FOR CONCRETE EXPOSED TO EARTH AND/OR WEATHER:
1-1/2" FOR #5 AND SMALLER
2" FOR #6 AND LARGER
C. FOR CONCRETE NOT EXPOSED TO WEATHER
3/4" FOR SLABS, WALLS AND JOISTS
1-1/2" FOR BEAM AND COLUMN PRIMARY REINFORCEMENT, TIES, STIRRUPS

ALL AGGREGATE USED IN CONCRETE SHALL CONFORM TO ASTM C33. MAXIMUM AGGREGATE SIZE SHALL BE 3/4".

PROVIDE 6% AIR ENTRAINED CONCRETE EXPOSED TO EARTH OR WEATHER

ALL EXPOSED EDGES OF CONCRETE ARE TO BE CHAMFERED 3/4".

PROVIDE 6-MIL CONTINUOUS POLYETHYLENE VAPOR BARRIER MEMBRANE UNDER ALL SLABS-ON-GROUND WHERE INDICATED ON DRAWINGS. SEAMS LAPPED 6 INCHES AND SEALED WITH ADHESIVE TAPE.

FORM-WORK:

FORM-WORK, SHORING, AND BRACING FOR ALL CONCRETE BEAMS, SLABS, COLUMNS, WALLS, AND FOOTINGS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ACI 347, "RECOMMENDED PRACTICE FOR CONCRETE FORM-WORK.

EXCLUSIONS FROM THESE PLANS:

WATERPROOFING, FLASHING, SOUND ISOLATION, FIRE SEPARATION, OR OTHER NON STRUCTURAL ITEMS ARE NOT PART OF THE STRUCTURAL PLANS AS THEY ARE NOT CONSIDERED TO BE STRUCTURAL.DEPENDING ON THE TYPE OF CONSTRUCTION THESE ITEMS SOME OR ALL MAY BE REQUIRED BUT ARE BY OTHERS.

WELDED WIRE MESH:

WELDED WIRE MESH, SHALL BE ASTM A185, GRADE 65, FREE FROM OIL, SCALE, AND RUST, AND BE PLACED IN ACCORDANCE WITH THE ACI TYPICAL DETAILS. MINIMUM LAP SHALL BE ONE SPACE PLUS TWO INCHES. WIRE MESH FOR SLABS SHALL BE SUPPORTED WITH 2" CHAIRS SPACED 3'-0" OC, EACH WAY.

REINFORCING STEEL:

REBAR SHALL BE ASTM A615 GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE, AND RUST AND PLACED IN ACCORDANCE W/ THE TYPICAL BENDING DIAGRAM AND PLACING DETAILS OF THE ACI STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL SUBMIT REBAR SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION. HORIZONTAL AND VERTICAL BARS SHALL LAP 6 x BAR NO. UNSCHEDULED FIELD LAPS ARE SUBJECT TO ENGINEER'S REVIEW.
TYP. MIN LAPS SHALL BE AS FOLLOWS: #4 BAR - 25" #6 BAR - 36"
#5 BAR - 30" #7 BAR - 42"
PROVIDE 36" x 36" CORNER BARS, BOND BEAM ONLY, LAPPED AND TIED TO EACH BEAM REBAR, SEE DETAILS FOR ADDITIONAL INFORMATION.

ALL VERTICAL REINFORCING BARS IN CMU CELLS SHALL BE ANCHORED IN THE FOOTING, THICKENED SLAB, BEAM OR LINTEL SUPPORTING THE WALL AT THE TOP AND BOTTOM WITH MINIMUM 10 INCH HOOKS OR BENDS AND SHALL BE CONTINUOUS THROUGHOUT THE HEIGHT OF THE WALL.

RUN REINFORCING BARS CONTINUOUSLY LAPPED AT SPLICES AND AROUND CORNERS. DOWEL INTO INTERSECTING WALLS AND HOOK AT ENDS. STAGGER SPLICES WHEREVER POSSIBLE.

DO NOT CUT OR DISPLACE REINFORCING STEEL TO ACCOMMODATE THE INSTALLATION OF EMBEDDED ITEMS WITHOUT THE APPROVAL OF THE ENGINEER.

MASONRY:

MASONRY CONSTRUCTION AND MATERIALS SHALL CONFORM WITH ALL REQUIREMENTS OF THE "SPECIFICATION MASONRY STRUCTURES" (ACI 530/ ASCE 5/TMS 402, BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES AND SPECIFICATIONS FOR MASONRY STRUCTURES AND COMMENTARIES), AS PUBLISHED BY THE MASONRY STANDARDS JOINT COMMITTEE.

MASONRY WALLS SHALL BE LAID IN A RUNNING BOND PATTERN. PROVIDE 9 GA. LADDER TYPE HORIZONTAL JOINT REINFORCING AT 16" O.C. TYP. (VERIFY WIDTH PER PLAN)

ALL BLOCK WALLS SHALL BE TWO-CELL HOLLOW CONCRETE MASONRY REGULAR SIZE BLOCK MANUFACTURED IN CONFORMANCE WITH ASTM C-90, GRADE fm = 2000 PSI. BLOCK SHALL BE PLACED USING RUNNING BOND UNLESS OTHERWISE NOTED. LAY-UP MASONRY WALLS TO BOTTOM OF TIE BEAMS BEFORE PLACING CONCRETE FOR IN-WALL COLUMNS. GROUT USED TO FILL MASONRY CELLS SHALL COMPLY WITH ASTM C-476, AND SHALL PROVIDE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS SPECIFICALLY NOTED OTHERWISE ON FOUNDATION PLAN. THE GROUT MIX SHALL HAVE A MAXIMUM 3/8" COURSE AGGREGATE, AND SHALL BE PLACED W/ A SLUMP OF 8" TO 10". USE ONLY MECHANICAL VIBRATION TO CONSOLIDATE GROUT.

TYPE "M" OR "S" MORTAR SHALL BE USED EXCLUSIVELY ON THIS PROJECT. MORTAR SHALL BE PROPORTIONED AND MIXED AS OUTLINED UNDER ASTM C-270. HORIZONTAL AND VERTICAL MORTAR JOINTS SHALL BE 3/8" THICK UNLESS OTHERWISE NOTED. REMOVE MORTAR PROTRUSIONS THAT EXTEND INTO CELLS TO BE FILLED. ALLOW A MINIMUM OF 72 HOURS FOR MORTAR TO CURE PRIOR TO GROUTING CELLS.

FILL CMU CELLS SOLID WITH GROUT AT ALL CELLS TO RECEIVE EXPANSION ANCHORS AND/OR VERTICAL REINFORCING.

LAP VERTICAL REBAR 6 X BAR NO. (48 BAR DIAMETERS)., U.N.O.

MASONRY CONSTRUCTION SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF A "CERTIFIED STRUCTURAL MASONRY CONTRACTOR". THE SUPERVISOR OF THE MASONRY PORTION OF THE PROJECT SHALL BE A "CERTIFIED STRUCTURAL MASONRY CONTRACTOR" OR A "CERTIFIED STRUCTURAL MASON" AS RECOGNIZED BY THE FLORIDA CONCRETE AND PRODUCTS ASSOCIATION (FC&PA). THE SENIOR MASONRY SUPERVISOR WILL BE RESPONSIBLE TO ASSURE THAT THE WORK IS ACCOMPLISHED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE MASONRY CONTRACTOR SHALL SUBMIT CREDENTIALS FROM THE FC&PA TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO BIDDING.

STRUCTURAL STEEL:

THE MATERIAL, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL COMPLY WITH THE SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, 9TH EDITION, BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION. STRUCTURAL STEEL SHALL BE ASTM A36, Fy = 36 ksi FOR ANGLES, PLATES, AND W-SHAPES. STRUCTURAL TUBING SHALL BE ASTM A-500, GRADE B, Fy = 46 ksi. STRUCTURAL PIPE SHALL BE ASTM-53, GRADE B, TYPE E OR S, Fy = 35 ksi. TUBE AND PIPE COLUMNS SHALL BE CONCRETE-FILLED IN THE SHOP.

ANCHOR BOLTS AT THE COLUMN BASES SHALL BE ASTM A307 BOLTS WITH DOUBLE-NUT LEVELING. ALL OTHER BOLTS SHALL BE ASTM A325-N BOLTS WITH WASHERS UNDER THE TURNED ELEMENT. BOLTS SHALL BE TIGHTENED IN ACCORDANCE WITH THE TURN-OFF-THE-NUT METHOD.

ALL ANCHOR BOLTS SHALL BE GALVANIZED STEEL

WOOD:

ALL WOOD FOR BEAMS, BEARING WALLS, SOLE PLATES, TOP PLATES, BRACING, LEDGERS, BLOCKING, CRIPPLERS, SILLS, ETC., SHALL BE SOUTHERN PINE NO. 2 OR BETTER. Fb = 1100 PSI AND A MODULUS OF ELASTICITY = 1,400,000 PSI. ALL WOOD IN CONTACT WITH CONCRETE OR CONCRETE BLOCK SHALL BE PRESSURE TREATED. WOOD FOR NON-STRUCTURAL USES SHALL BE RATED TO RETENTION LEVELS OF 0.25 PCF OF A BORATE PRESERVATIVE TREATMENT: DISODIUM CORROBORATE TETRAHEDRAL (DOT). WOOD FOR STRUCTURAL USE THAT SHALL BE TREATED FOR ANY REASON SHALL BE RATED TO RETENTION LEVELS OF 0.42 PCF FOR DOT OR MORE. NAILS, SPIKE, BOLTS USED W/ DOT SHALL BE HOT DIPPED GALV. FOR STRUCTURAL USES, AVOID BUYING TREATED LUMBER THAT CONTAINS MORE THAN ⅓" OF HEARTWOOD.

MINIMUM NAILING PER FBC 2020, 7th EDITION. SEE NAILING SCHEDULE ON PLANS.

PROVIDE SOLID BLOCKING UNDER ALL POINT LOADS AND WOOD COLUMNS WITH 2x STRUCTURAL LUMBER SYP #2.

UNTREATED WOOD SHALL NOT BE IN DIRECT CONTACT WITH CONCRETE. SEAT PLATES SHALL BE PROVIDED AT BEARING LOCATIONS WITHOUT WOODEN TOP PLATES.

WOOD TRUSSES:

TO BE DESIGNED AND FABRICATED IN ACCORDANCE WITH THE "NATIONAL DESIGN SPECIFICATIONS FOR STRESS-GRADE LUMBER AND ITS FASTENINGS" BY THE NFPA. TRUSS DESIGNS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN FLORIDA. SEE NOTED FOR SHOP DRAWINGS.

CONNECTOR PLATES SHALL BE A MINIMUM THICKNESS OF 0.036" AND BE MANUFACTURED FROM STEEL MEETING THE REQUIREMENTS OF ASTM A446, GRADE A, AND SHALL BE HOT-DIPPED GALVANIZED.

DESIGN, FABRICATE, AND ERECT WOOD TRUSSES IN ACCORDANCE WITH TPI-14, "DESIGN NATIONAL STANDARDS FOR METAL-PLATE-CONNECTED-WOOD TRUSS CONSTRUCTION;, AND "TPI/WTCA BCSI 1" COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLATION BRACING METAL-PLATE-CONNECTED WOOD TRUSSES.

TRUSS MANUFACTURER WILL PROVIDE CALCULATIONS INDICATING ADDITIONAL DEAD LOADS FOR THE ROOF LOCATIONS WITH GUSSETS, CRICKETS AND VALLEY LOCATIONS REQUIRING ADDITIONAL ROOF FRAMING FOR INTERSECTIONS OF HIGHER OR LOWER ROOFS IN ACCORDANCE WITH ANSI A58.1-1982.

HURRICANE STRAPS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

CONTRACTOR SHALL SUBMIT SIGNED AND SEALED DRAWINGS FOR ALTERNATE CONNECTION DETAILS AT TRUSSES/GIRDERS TO COLUMNS AND WALLS FOR APPROVAL.

ROOF & FLOOR LAYOUTS PROVIDED ON THESE PLANS ARE TO BE USED AS A GUIDE FOR BEARING DETERMINATIONS, FEASIBILITY & ARCHITECTURAL AIDE. TRUSS MANUFACTURER IS RESPONSIBLE FOR FINAL LAYOUT, SPANS & ALL TRUSS/ HEADER ENGINEERING. ANY DISCREPANCIES FROM THESE LAYOUTS THAT AFFECT THE STRUCTURAL BEARING AS CALLED OUT ON THESE PLANS SHALL BE NOTIFIED TO THE STRUCTURAL ENGINEER OF RECORD PRIOR TO MANUFACTURE OF TRUSSES. THE TRUSS FABRICATOR SHALL PROVIDE ENGINEERED SHOP DRAWINGS OF EACH INDIVIDUAL TRUSS AND A FULLY DIMENSIONED ERECTION PLAN SHOWING COMPONENT LAYOUT. SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER.

THE HURRICANE STRAPS SPECIFIED ON THE WALL SECTIONS AND PLANS ARE PROVIDED TO FACILITATE THE CONSTRUCTION SCHEDULE, AND MAY CHANGE PREDICATED ON THE TRUSS AND GIRDER REACTIONS PROVIDED BY THE TRUSS ENGINEER.
THE TRUSS TO STRUCTURE CONNECTIONS AND LOADS SPECIFIED ON THIS PLAN SHALL SUPERCEDE THOSE OF THE DELEGATED TRUSS ENGINEER. WIND UPLIFT VALUES HAVE BEEN BASED ON ASCE 7-16 COMPONENT AND CLADDING WIND LOAD PRESSURES. THE DELEGATED TRUSS ENGINEER SHALL BE RESPONSIBLE FOR ALL TRUSS TO TRUSS CONNECTIONS.

ALL SHEET METAL FRAMING CONNECTORS SHOWN ON THE PLANS SHALL BE "SIMPSON" STRONG-TIE BY SIMPSON CO., OR EQUAL UNLESS NOTED OTHERWISE ON PLANS, INSTALL CONNECTIONS WITH THE SIZE AND NUMBER OF BOLTS/NAILS AS RECOMMENDED BY THE MANUFACTURER IN THE LATEST CATALOG.

CONSTRUCTION OBSERVATION

CONSTRUCTION OBSERVATION SERVICES / CONSTRUCTION ADMINISTRATION SERVICES ARE **NOT** A PART OF AB DESIGN GROUP'S SERVICES FOR THIS PROJECT.

IT IS UNDERSTOOD AND AGREED THAT FLORIDA HORIZON ENGINEERING'S/AB DESIGN GROUP'S SCOPE OF SERVICES DOES NOT INCLUDE PROJECT OBSERVATION OR REVIEW OF THE BUILDER'S / CONTRACTOR'S PERFORMANCE OR ANY OTHER CONSTRUCTION PHASE SERVICES, AND THAT SUCH SERVICES WILL BE PROVIDED BY THE BUILDER. THE BUILDER ASSUMES ALL RESPONSIBILITY FOR INTERPRETATION OF THE CONTRACT DOCUMENTS, AND FOR CONSTRUCTION OBSERVATION.

FASTENER SCHEDULE

WINDOW AND DOOR BUCK FASTENERS

APPLICATION	SIZE	TYPE	SPACING	REMARKS
1x2 PT FURRING TO MASONRY / CONC.	CASE HARDENED COIL NAIL 1 1/2" LONG.		8" O/C	
SGD, AL. EXT. DOORS 1x PT, SEE NOTE 6	CASE HARDENED COIL NAIL 1 1/2" LONG.		9" O/C STAGGERED	WINDOW/DOOR/ FASTENED INTO MASONRY/CONC.
WINDOW BUCK 1x PT, SEE NOTE 6	CASE HARDENED COIL NAIL 1 1/2" LONG.		9" O/C STAGGERED	WINDOW/DOOR/ FASTENED INTO MASONRY/CONC.
EXT. SWING DOOR BUCK 2x PT, SEE NOTE 6	(2) 3/16"DIA. NO WASHER	"TAPCON" FASTNER	18" O/C	1 1/2" EMBED, 8" END. DIST., 1 1/2" EDGE DIST.
2x PT WINDOW BUCK PT TO STEEL COL., SEE NOTE 6	0.138" PAF x 2 1/8" W/ WASHER		9" O/C STAGGERED	4" END. DIST., 1 1/2" EDGE DIST.

FASTENER

APPLICATION	SIZE	TYPE	SPACING	REMARKS
GARAGE DOOR BUCK TO MASONRY/CONC.	1/4" DIA. NO WASHER	TAPCON MASONRY FASTENER	8" O/C	1 1/2" EMBED., 4" END DIST., 1 1/2" EDGE DIST.
GARAGE DOOR BUCK TO MASONRY/CONC.	3/8" DIA. OR 1/2" DIA. w/ WASHER	EXPANSION BOLT	16" O/C (3/8" DIA) 24" O/C (1/2" DIA)	4" EMBED., 4" END DIST., 3" EDGE DIST.
METAL STRAP TO MASONRY / CONC.	CONTACT THIS ENGINEER FOR SPACING REQUIREMENTS			
NON-BEARING WOOD WALL TO CONC. SLAB	1/2"" W/ WASHER	EXPANSION BOLT	24" O/C	4" EMBED, 4" END DIST., 3" EDGE DIST.

NOTES
1. STAPLES SHALL NOT BE USED FOR ANY STRUCTURAL APPLICATIONS
2. FASTENING OF GARAGE DOORS, WINDOWS AND EXTERIOR SWING DOORS TO FRAMING BUCKS SHALL BE AS PER MANUFACTURER'S SPECS AND / OR NOA
3. ALL FASCIA MATERIAL SHALL BE HAND FRAMED
4. PAF SHALL BE HILTI X-ZF HEAVY DUTY PINS OR EQUAL SAME DIAMETER AS SPECIFIED HEREIN
5. FASTENER SPACING FOR THE BUCKS SHALL BE THE STRICTER REQUIREMENT OF THE NOA OR THE SPACING DETAILED ABOVE
6. WINDOW AND DOOR BUCKS SHALL BE AS WIDE OR WIDER AS THE DOOR OR WINDOW FRAME EXCEPT FOR AN EXTERIOR SWING DOOR WITH A WOOD DOOR FRAME. 1x MEMBERS ARE NAILED AND 2x MEMBERS ARE SECURED W/ TAPCONS OR PAF TO THE SUBSTRATE.

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LOTS **-**
PLATS **-**

TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES
DETAILS
160 MPH EXP. C
JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE: AS NOTED
SHEET NO: SN1

KAYCAN LTD
VINYL SOFFIT - SOLID AND VENTED WITH SINGLE SPANS
INSTALLATION ANCHORAGE DETAILS

GENERAL NOTES:

1. THIS PRODUCT HAS BEEN TESTED AND DESIGNED TO COMPLY WITH THE CURRENT EDITION OF FLORIDA BUILDING CODE- BUILDING AND RESIDENTIAL VOLUMES EXCLUDING THE HIGH VELOCITY HURRICANE ZONE (HVHZ) AT THE DESIGN PRESSURES SHOWN ON SHEET 1. THESE PRODUCTS WERE TESTED TO ASTM E330-14, STRUCTURAL TEST RESULTS BASED ON ASTM E330-14 WERE DIVIDED BY 1.5 AS REQUIRED BY THE BUILDING CODE.
2. DESIGN PRESSURE (DP) RATINGS SHOWN ON THIS SHEET ARE BASED ON 10" EAVE WIDTHS IN SINGLE SPANS. SPAN WIDTHS AT 10", 12", 14" AND 16" ARE SHOWN ON SHEET 2.
3. THE PRODUCT DETAILS CONTAINED HEREIN ARE BASED UPON TESTING PERFORMED AT MOLIMO ARCHITECTURAL PRODUCT TESTING, 11410 EDEN ROAD, YORK, PA 1740.
4. ADEQUACY OF THE EXISTING STRUCTURAL CONCRETE, MASONRY AND WOOD FRAMING COMPRISING THE ATTACHMENT SUBSTRATE FOR THE SOFFIT SHALL BE DETERMINED TO BE CAPABLE OF WITHSTANDING AND TRANSFERRING APPLIED PRODUCT LOADS TO THAT STRUCTURE AND IS THE RESPONSIBILITY OF THE ARCHITECT OR ENGINEER OF RECORD FOR THE PROJECT.
5. OVERHANGS RECEIVING SOFFIT SHALL BE CHECKED FOR STRUCTURAL ADEQUACY, DAMAGE, CRACKS OR DEFECTS THAT MAY PRECLUDE THE SOFFIT FROM PERFORMING ITS INTENDED FUNCTIONS. SUCH DEFECTS SHALL BE ELIMINATED PRIOR TO SOFFIT INSTALLATION.
6. INSTALLATION OF SOFFIT AND ACCESSORIES SUCH AS CORNER POSTS, STARTER STRIPS, AND TRIM AROUND OPENINGS SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE FLORIDA BUILDING CODE - BUILDING AND RESIDENTIAL VOLUMES AND THE MANUFACTURER'S INSTRUCTIONS.
7. SITE CONDITIONS THAT DEVIATE FROM THE DETAILS OF THIS DRAWING REQUIRE FURTHER ENGINEERING EVALUATION BY A LICENSED ENGINEER OR REGISTERED ARCHITECT
8. SOFFIT SHALL BE LABELED IN ACCORDANCE WITH THE CURRENT EDITION OF THE FLORIDA BUILDING CODE.
9. SOFFIT NET FREE AREA IN ACCORDANCE WITH THE CURRENT EDITION OF THE FLORIDA BUILDING CODE ARE SHOWN IN THE APPROVED SOFFIT SCHEDULE ON SHEET 1.
10. MATERIALS:
    - 10.1. KAYCAN BUILDING PRODUCTS VINYL SOFFIT AND TRIM IS MANUFACTURED FROM A FORMULATED PVC POWDER COMPOUND MEETING THE SPECIFICATIONS OF ASTM D3679.
    - 10.2. KAYCAN BUILDING PRODUCTS ALUMINUM TRIM IS MANUFACTURED FROM ALUMINUM ALLOY WITH ASTM E8 TESTED TENSILE STRENGTH OF 21 KSI AND YIELD STRENGTH OF 9.86 KSI.

DESIGN PRESSURE (PSF) RATING AT 10" SPAN (NOTE 2)

VINYL SOFFIT SERIES	INSTALLATION METHOD (SEE NOTE 2)	DESIGN PRESSURE (PSF) (SEE NOTE 1)	NET FREE AREA (SQ. IN./LINEAL FT.)	NET FREE AREA (SQ. IN./SQ. FT.)
12" TRIPLE 4 SOLID NO. 0623 SOLID SOFFIT	FASCIA / J–CHANNEL	+66.7/–63.3	N/A	N/A
	J–CHANNEL / J–CHANNEL	+66.7/–60	N/A	N/A
12" TRIPLE 4 FULL–O–VENT NO. 0622 VENTED SOFFIT	FASCIA / J–CHANNEL	+66.7/–56.7	4.18	4.18
	J–CHANNEL / J–CHANNEL	+66.7/–66.7	4.18	4.18
12" TRIPLE 4 FULL–O–VENT ECO NO. 0639 VENTED SOFFIT	FASCIA / J–CHANNEL	+66.7/–60	4.18	4.18
	J–CHANNEL / J–CHANNEL	+66.7/–60	4.18	4.18

NOTE 1: DESIGN PRESSURE RATINGS SHOWN ABOVE SHALL BE COMPARED TO LOADING BASED ON Vasd BASIC WIND SPEEDS. THUS PROJECT DESIGN PRESSURES AS DETERMINED FROM ASCE 7 BASED ON Vult BASIC WIND SPEEDS ARE PERMITTED TO BE MULTIPLIED BY 0.6 PER THE CURRENT EDITION OF THE FLORIDA BUILDING CODE FOR COMPARISON TO THE DESIGN PRESSURE RATINGS ABOVE.

NOTE 2: SEE SHEET 2 FOR DESIGN PRESSURES AT 10", 12", 14" AND 16". SEE SHEETS 3 AND 4 FOR SINGLE SPAN INSTALLATIONS FOR TRUSS/WOOD FRAMING CANTILEVER AND OVERHANG EAVE CONSTRUCTION. SEE SHEET 5 FOR CONNECTION DETAILS.

TABLE OF CONTENT

SHEET	DESCRIPTION
1	GENERAL NOTES, PERFORMANCE RATINGS, SOFFIT SCHEDULE
2	INSTALLATION NOTES AND DP RATINGS AT VARIOUS SPANS
3	INSTALLATION DETAILS, CANTILEVER CONSTRUCTION
4	INSTALLATION DETAILS, OVERHANG CONSTRUCTION
5	INSTALLATION DETAILS A THROUGH E
6	SOFFIT PROFILE
7	CHANNEL AND FASCIA PROFILES / BOM

REV	DESCRIPTION	DATE	BY
C	UPDATE INSTALLATION	12/28/20	RJA
B	UPDATED NOTES	9/29/20	RJA
A	UPDATE TO CURRENT EDITION OF FBC	11/27/17	RJA

PROJECT #419-1115

KAYCAN LTD
1 MEMORIAL DRIVE
RICHFORD, VT 05476

TITLE: VINYL SOFFIT INSTALLATION - SINGLE SPANS
GENERAL NOTES, PERFORMANCE RATINGS

DATE: 03/20/17 | DRAWN BY: RJA | SCALE: N.T.S. | DRAWING #: KAY0011 | SHEET: 1 OF 7 | REV: C

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Robert J. Amoruso, P.E.
Florida P.E. No. 49752

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Date: 2020.12.30 11:26:39 -05'00'

VINYL SOFFIT INSTALLATION INSTRUCTIONS
DP RATINGS AT VARIOUS SPANS

INSTALLATION NOTES:

1. EAVE WIDTHS (SPANS)
   - 1.1. THE INSTALLATION CROSS SECTIONS SHOWN ON SHEETS 3 AND 4 DEPICT SINGLE SPANS FOR EAVE CONSTRUCTION OF TRUSS/WOOD FRAMING IN EITHER CANTILEVER OR OVERHANG CONFIGURATIONS. HOWEVER, THIS DOES NOT LIMIT SOFFIT INSTALLATION TO THESE CONFIGURATIONS ONLY AS LONG AS MINIMUM FASTENER REQUIREMENTS AND SPAN LIMITS ARE MAINTAINED.
   - 1.2. SEE TABLE ON THIS SHEET FOR SPANS OF 10", 12", 12.75", 14" AND 16".
2. INSTALLATION FASTENERS
   - 2.1. FASTENERS SHALL BE THE TYPE, SIZE, EMBEDMENT AND EDGE DISTANCE SHOWN HEREIN FOR RESPECTIVE SUBSTRATE. SEE FASTENER SCHEDULE TABLE ON THIS SHEET.
   - 2.2. MINIMUM EMBEDMENT EXCLUDE WALL FINISHES (INCLUDING BUT NOT LIMITED TO STUCCO, FOAM, BRICK VENEER AND SIDING). EDGE DISTANCES SHALL BE SUCH TO PREVENTIVE CRACKING OF SUBSTRATE MATERIAL.
   - 2.3. FASTENER LENGTHS SHOWN IN THE INSTALLATION DETAILS DO NOT TAKE INTO ACCOUNT WALL FINISHES. WALL FINISH THICKNESS SHALL BE ADDED TO THE REQUIRED FASTENER LENGTHS. SEE FASTENER SCHEDULE TABLE ON THIS SHEET.
3. ALL FASTENERS SHALL HAVE CORROSION RESISTANT COATINGS OR BE MADE OF CORROSION RESISTANT MATERIALS COMPATIBLE WITH THE SUBSTRATE MATERIALS.

FASTENER SCHEDULE

FASTENER DESCRIPTION	SUBSTRATE	MIN. EMBEDMENT (SEE NOTE 1)	EDGE DISTANCE
0.097" DIAMETER x 1–1/2" T–NAIL	CONCRETE OR MASONRY	1"	1/4"
0.072" DIAMETER X 1–3/4" TRIM NAIL	WOOD	1–3/4"	1/4"
16 GA. X 7/16" WIDTH CROWN STAPLE 1" MIN. LENGTH	WOOD	7/8"	1/4"
#8 x 3" FH WOOD SCREW OR #8 x 3" FH TAPPING SCREW.	WOOD	1–1/2"	5/8"
3/16" ITW TAPCON CONCRETE SCREW	CONCRETE OR MASONRY	1"	1–1/8"
10d NAIL	WOOD	2–1/4"	1/2"

NOTE 1: EMBEDMENT BASED ON NOMINAL LENGTH OF FASTENER THROUGH SOFFIT OR CHANNEL INTO SUPPORTING SUBSTRATE W/O WALL FINISHES. WHERE WALL FINISHES ARE PRESENT, THE FASTENER LENGTH WILL BE INCREASED AS REQUIRED TO MAINTAIN EMBEDMENT DEPTH INTO SUPPORTING SUBSTRATE.

DESIGN PRESSURE (PSF) AT VARIOUS SINGLE SPAN LENGTHS

12" TRIPLE 4 SOLID / NO. 0623 SOLID SOFFIT

Single Span Length "L"	INSTALLATION DETAILS A THRU F (SHEET 5)	Positive	Negative
10	B & C or D & E	66.7	-63.3
	A & C	66.7	-60.0
12	B & C or D & E	55.6	-52.8
	A & C	55.6	-50.0
12.75	B & C or D & E	52.3	-49.6
	A & C	52.3	-47.1
14	B & C or D & E	47.6	-45.2
	A & C	47.6	-42.9
16	B & C or D & E	41.7	-39.6
	A & C	41.7	-37.5

12" TRIPLE 4 FULL-O-VENT ECO / NO. 0639 VENTED SOFFIT

Single Span Length "L"	INSTALLATION DETAILS A THRU F (SHEET 5)	Positive	Negative
10	B & C or D & E	66.7	-60.0
	A & C	66.7	-60.0
12	B & C or D & E	55.6	-50.0
	A & C	55.6	-50.0
12.75	B & C or D & E	52.3	-47.1
	A & C	52.3	-47.1
14	B & C or D & E	47.6	-42.9
	A & C	47.6	-42.9
16	B & C or D & E	41.7	-37.5
	A & C	41.7	-37.5

12" TRIPLE 4 FULL-O-VENT / NO. 0622 VENTED SOFFIT

Single Span Length "L"	INSTALLATION DETAILS A THRU F (SHEET 5)	Positive	Negative
10	B & C or D & E	66.7	-56.7
	A & C	66.7	-66.7
12	B & C or D & E	55.6	-47.3
	A & C	55.6	-55.6
12.75	B & C or D & E	52.3	-44.5
	A & C	52.3	-52.3
14	B & C or D & E	47.6	-40.5
	A & C	47.6	-47.6
16	B & C or D & E	41.7	-35.4
	A & C	41.7	-41.7

REV	DESCRIPTION	DATE	BY
C	UPDATE INSTALLATION	12/28/20	RJA
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PROJECT #419-1115

KAYCAN LTD
1 MEMORIAL DRIVE
RICHFORD, VT 05476

TITLE: VINYL SOFFIT INSTALLATION - SINGLE SPANS
INSTALLATION NOTES, PERFORMANCE RATINGS AT VARIOUS SPANS

DATE: 03/20/17 | DRAWN BY: RJA | SCALE: N.T.S. | DRAWING #: KAY0011 | SHEET: 2 OF 7 | REV: C

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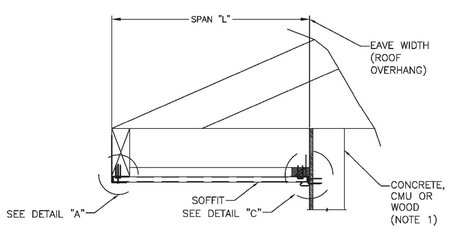
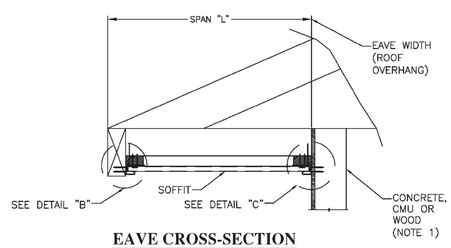
TRUSS/FRAMING CANTILEVER EAVE CONSTRUCTION



EAVE CROSS-SECTION
SINGLE SPAN W/J-CHANNEL
J-CHANNEL @ WALL, FASCIA @ FASCIA END



EAVE CROSS-SECTION
SINGLE SPAN W/J-CHANNELS
J-CHANNEL @ WALL AND FASCIA END

SEE SHEET 2 FOR INSTALLATION NOTES, FASTENER SCHEDULE AND DESIGN PRESSURE PERFORMANCE RATING TABLES. SEE SHEET 5 OR DETAILS A, B & C.

NOTE 1: MINIMUM SPRUCE–PINE–FIR FRAMING OR CONCRETE/MASONRY. BUILDING CODE REQUIREMENTS FOR SUBSTRATE MATERIAL MUST BE MET.

REV	DESCRIPTION	DATE	BY
C	UPDATE INSTALLATION	12/28/20	RJA
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PROJECT #419-1115

KAYCAN LTD
1 MEMORIAL DRIVE
RICHFORD, VT 05476

TITLE: VINYL SOFFIT INSTALLATION - SINGLE SPANS
INSTALLATION DETAILS, CANTILEVER CONSTRUCTION

DATE: 03/20/17 | DRAWN BY: RJA | SCALE: N.T.S. | DRAWING #: KAY0011 | SHEET: 3 OF 7 | REV: C

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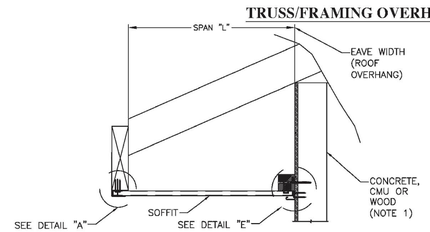
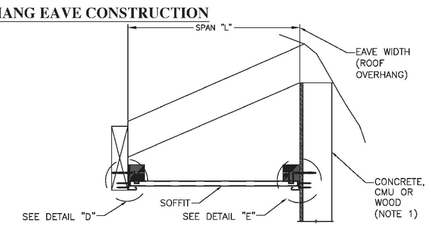
TRUSS/FRAMING OVERHANG EAVE CONSTRUCTION



EAVE CROSS-SECTION
SINGLE SPAN W/J-CHANNEL
J-CHANNEL @ WALL, FASCIA @ FASCIA END



EAVE CROSS-SECTION
SINGLE SPAN W/J-CHANNELS
J-CHANNEL @ WALL AND FASCIA END

SEE SHEET 2 FOR INSTALLATION NOTES, FASTENER SCHEDULE AND DESIGN PRESSURE PERFORMANCE RATING TABLES. SEE SHEET 5 OR DETAILS A, D & E.

NOTE 1: MINIMUM SPRUCE–PINE–FIR FRAMING OR CONCRETE/MASONRY. BUILDING CODE REQUIREMENTS FOR SUBSTRATE MATERIAL MUST BE MET.

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PROJECT #419-1115

KAYCAN LTD
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TITLE: VINYL SOFFIT INSTALLATION - SINGLE SPANS
INSTALLATION DETAILS, OVERHANG CONSTRUCTION

DATE: 03/20/17 | DRAWN BY: RJA | SCALE: N.T.S. | DRAWING #: KAY0011 | SHEET: 4 OF 7 | REV: C

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TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES
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160 MPH EXP. C
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STATE OF FLORIDA

MICHAEL C. ANDERSON
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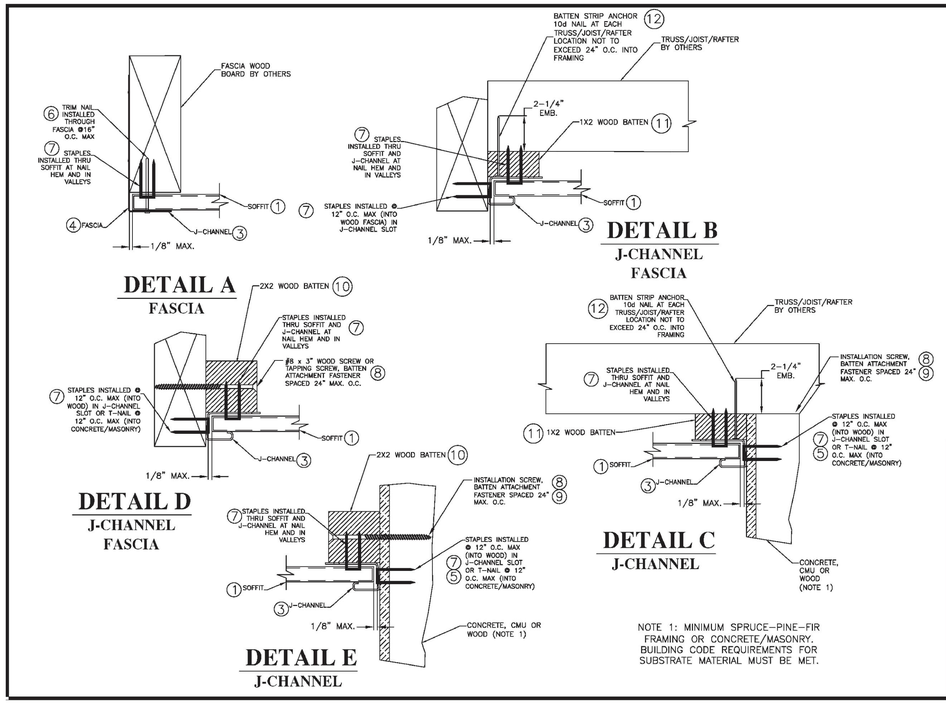

NOTE 1: MINIMUM SPRUCE–PINE–FIR FRAMING OR CONCRETE/MASONRY. BUILDING CODE REQUIREMENTS FOR SUBSTRATE MATERIAL MUST BE MET.

REV	DESCRIPTION	DATE	BY
C	UPDATE INSTALLATION	12/28/20	RJA
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PROJECT #419-1115

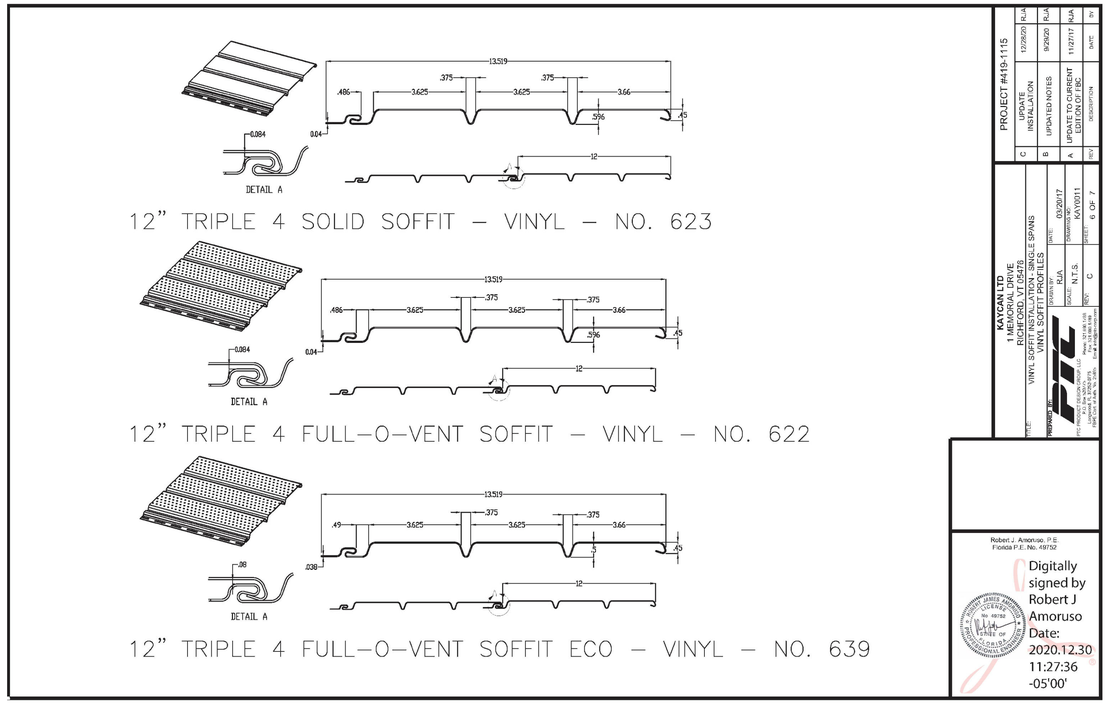
KAYCAN LTD
1 MEMORIAL DRIVE
RICHFORD, VT 05476

TITLE: VINYL SOFFIT INSTALLATION - SINGLE SPANS
INSTALLATION DETAILS & THROUGH E

DRAWN BY: RJA | DATE: 03/20/17
SCALE: N.T.S. | DRAWING NO: KAY0011
REV: C | SHEET: 5 OF 7

PREPARED BY: PTC PROJECT DESIGN GROUP, LLC. CERTIFICATE OF AUTHORIZATION #: 27000 Phone: 321.951.1199 Fax: 321.951.1200 Email: info@ptcdesign.com

Robert J. Amoruso, P.E.
Florida P.E. No. 49752
STATE OF FLORIDA LICENSED PROFESSIONAL ENGINEER
Digitally signed by Robert J Amoruso
Date: 2020.12.30 11:27:26 -05'00'



REV	DESCRIPTION	DATE	BY
C	UPDATE INSTALLATION	12/28/20	RJA
B	UPDATED NOTES	9/28/20	RJA
A	UPDATE TO CURRENT EDITION OF FBC	11/27/17	RJA

PROJECT #419-1115

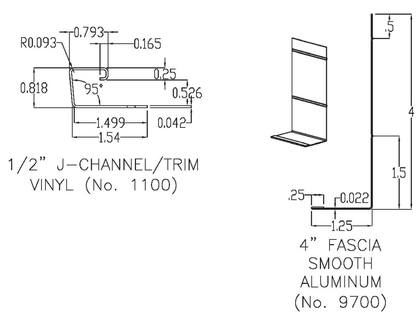
KAYCAN LTD
1 MEMORIAL DRIVE
RICHFORD, VT 05476

TITLE: VINYL SOFFIT INSTALLATION - SINGLE SPANS
VINYL SOFFIT DETAILS

DRAWN BY: RJA | DATE: 03/20/17
SCALE: N.T.S. | DRAWING NO: KAY0011
REV: C | SHEET: 6 OF 7

PREPARED BY: PTC PROJECT DESIGN GROUP, LLC. CERTIFICATE OF AUTHORIZATION #: 27000 Phone: 321.951.1199 Fax: 321.951.1200 Email: info@ptcdesign.com

Robert J. Amoruso, P.E.
Florida P.E. No. 49752
STATE OF FLORIDA LICENSED PROFESSIONAL ENGINEER
Digitally signed by Robert J Amoruso
Date: 2020.12.30 11:27:36 -05'00'



BILL OF MATERIALS

ITEM	DESCRIPTION	MATERIAL
1	SOFFIT – SEE SCHEDULE ON SHEET 1 AND DRAWINGS ON SHEETS 6	VINYL (SEE NOTE 10 ON SHEET 1)
2	NOT USED	
3	J–CHANNEL – SEE DRAWING ON SHEET 7	
4	FASCIA – SEE DRAWING ON SHEET 7	ALUMINUM (SEE NOTE 10 ON SHEET 1)
5	0.097" DIAMETER x 1–1/2" T–NAIL FOR CONCRETE AND MASONRY SUBSTRATES.	STEEL
6	0.072" DIAMETER X 1–3/4" TRIM NAIL	STEEL
7	16 GA. X 7/16" WIDTH CROWN STAPLE 1" MIN. LENGTH	STEEL
8	#8 x 3" FH WOOD SCREW OR #8 x 3" FH TAPPING SCREW. USED TO ATTACH BATTEN TO WOOD STRUCTURE.	STEEL
9	3/16" ITW TAPCON CONCRETE SCREW, MIN. 1" EMBEDMENT	STEEL
10	2" X 2" NOMINAL WOOD BATTEN – SG = 0.42 MIN.	WOOD
11	1" X 2" NOMINAL WOOD BATTEN – SG = 0.42 MIN.	WOOD
12	10d NAIL	STEEL

VINYL SOFFIT AND TRIM SCHEDULE

VINYL SOFFIT SERIES	J-CHANNEL	FASCIA
12" TRIPLE 4 SOLID NO. 0623 SOLID SOFFIT	1/2" J–CHANNEL VINYL NO. 1100	4" FASCIA ALUMINUM NO. 9700
12" TRIPLE 4 FULL–O–VENT NO. 0622 VENTED SOFFIT		
12" TRIPLE 4 FULL–O–VENT ECO NO. 0639 VENTED SOFFIT		

REV	DESCRIPTION	DATE	BY
C	UPDATE INSTALLATION	12/28/20	RJA
B	UPDATED NOTES	9/28/20	RJA
A	UPDATE TO CURRENT EDITION OF FBC	11/27/17	RJA

PROJECT #419-1115

KAYCAN LTD
1 MEMORIAL DRIVE
RICHFORD, VT 05476

TITLE: VINYL SOFFIT INSTALLATION - SINGLE SPANS
CHANNEL AND FASCIA PROFILES / BOM / SOFFIT SCHEDULE

DRAWN BY: RJA | DATE: 03/20/17
SCALE: N.T.S. | DRAWING NO: KAY0011
REV: C | SHEET: 7 OF 7

PREPARED BY: PTC PROJECT DESIGN GROUP, LLC. CERTIFICATE OF AUTHORIZATION #: 27000 Phone: 321.951.1199 Fax: 321.951.1200 Email: info@ptcdesign.com

Robert J. Amoruso, P.E.
Florida P.E. No. 49752
STATE OF FLORIDA LICENSED PROFESSIONAL ENGINEER
Digitally signed by Robert J Amoruso
Date: 2020.12.30 11:27:47 -05'00'

ARCHITECTS
Design Group LLC.
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750
PH: 407-774-6078
FAX: 407-774-4078
www.abdesigngroup.com
AA #: 0003325

DATE	△ DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	

D·R·HORTON®
America's Builder
www.drhorton.com
CBC055300

LOTS **–**
PLATS **–**

TITLE SHEET
VALE AND GLEN
6 UNIT TOWN HOMES
SOFFIT INFORMATION BY OTHERS
160 MPH EXP. C
JOB # 02218.007

STATE OF FLORIDA

MICHAEL C. ANDERSON
AR NO 17305

DATE: 7/7/2021
SCALE: AS NOTED
SHEET NO:
SFD2

GODBOLD, DOWNING, BILL & RENTZ
A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

TELEPHONE (407) 647-4418
222 WEST COMSTOCK AVENUE
SUITE 101
WINTER PARK, FLORIDA 32789
FACSIMILE (407) 647-2089

September 29, 2023

City of Palm Bay

Re: Title Opinion Letter

Dear Sir or Madam:

Pursuant to Chapter 177, Florida Statutes, please be advised that I am an attorney at law licensed in Florida and based upon a search report prepared by Stewart Title Guaranty Company.

The examination of the Brevard County public records is through October 19, 2022, at 6:00 A.M. ET, and reveals the following as of this date:

1. The record title holder of the Property is JWH Holdings, LLC, a Florida limited liability company, pursuant to the Special Warranty Deed recorded in Official Records Book 9435, Page 1613, and Receiver's Quitclaim Deed recorded in Official Records Book 9435, Page 1616, of the Public Records of Brevard County, Florida.

2. Unsatisfied mortgages or liens encumbering said property are as follows:

   None

3. Underlying rights of way, easements or plats affecting said property are as follows:

   a. Covenants, conditions, easements and restrictions recorded in Official Records Book 4212, Page 3405, of the Public Records of Brevard County, Florida, together with all amendments thereto, which may provide for association dues, fees and/or assessments, prior approval of sale, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal, and any special assessments which may come due but omitting any such covenant based on race, color, religion, sex, familial status, national origin, handicap, sexual orientation, marital status, ancestry, source of income, disability, medical condition, or other unlawful basis.

   b. Resolution No. 2004-14, including terms and conditions thereof, as recorded in Official Records Book 5209, Page 315, of the Public Records of Brevard County, Florida.

c. Articles of Incorporation for Bayside Lakes Commercial Center Property Owners Association, Inc., including terms and conditions thereof, as recorded in Official Records Book 4212, Page 3034, of the Public Records of Brevard County, Florida.

d. Memorandum of Option and Development Agreement, including terms and conditions thereof, as recorded in Official Records Book 5704, Page 6422, of the Public Records of Brevard County, Florida.

e. Memorandum of Contract Lien, including terms and conditions thereof, as recorded in Official Records 5704, Page 6443, of the Public Records of Brevard County, Florida.

4. Real Estate taxes on said property are payable for Tax Parcel I.D. Number 2962317.

Sincerely,

Godbold, Downing, Bill & Rentz, PA

Project Details: FD23-00008

Project Type: **Subdivisions & Plats Planned Development Final Development Plan**

Project Location:	**UNKNOWN # 2700 ANNELEIGH CIR Palm Bay, FL**
Milestone:	**Under Review**
Created:	**5/31/2023**
Description:	**Bramblewood Townhomes**
Assigned Planner:	**Tania Ramos**

Contacts

Contact	Information
Surveyor	Terrence W. Rutter 2012 E. Robinson Street Orlando, FL 32803 (407) 894-6314 geri@accurightsurveys.net
Engineer	Kiel Causby 7341 Office Park Place Melbourne, FL 32904 (321) 234-3792 Kiel.Causby@kimley-horn.com
Developer	Rainer Richter 3670 Maguire Blvd Orlando, FL 32803 (804) 240-9548 j.bell@inbhomes.com
Owner/Applicant	Chaoyi Wang - JWH HOLDINGS LLC 5625 WINDSOR WAY, UNIT 209 CULVER CITY, CA 90230 (92) 588-6921 totogia@hotmail.com
Legal Representative	7341 Office Park Place Melbourne, FL 32940 (321) 430-1138 kinan.husainy@kimley-horn.com
Legal Representative (2)	Rainer Richter 3670 Maguire Boulevard Orlando, FL 32803 (855) 694-6634 r.richter@inbhomes.com
Submitter	Kiel Causby 7341 Office Park Place, Suite 102 Melbourne, FL 32904 Kiel.Causby@kimley-horn.com

Project Details: FD23-00008

Assigned Planner	Tania Ramos FL tania.ramos@palmbayflorida.org

Fields

Field Label	Value
Block	I6
Lot	
Township Range Section	29-37-19
Subdivision	RX
Year Built	
Use Code	7000
Use Code Desc	VACANT LAND - INSTITUTIONAL
LotSize	
Building SqFt	
Homestead Exemption	
Taxable Value Exemption	
Assessed Value	
Market Value	
Land Value	
Tax ID	2962317
Flu Description	Multi-Family Residential
Flu Code	MFR
Zoning Description	Planned Unit Development
Zoning Code	PUD
Proposed Development Name	Bramblewood Townhomes
Total Lots Proposed by Use	126
Submitted Preliminary Dev. Plan?	Yes
Final Development Type	PUD

Project Details: FD23-00008

Received Preliminary Approval?	No
Size of Area Covered (acres)	
Is Submitter the Representative?	False
Action Letter Date	
Ordinance Number	
Subdivision Name	BAYSIDE LAKES COMMERCIAL CENTER PHASE 2

May 11th, 20 23

Re: Letter of Authorization

As the property owner of the site legally described as:

TRACT I-6, BAYSIDE LAKES COMMERCIAL CENTER PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 82, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. CONTAINING 20.02 ACRES, MORE OR LESS (TOTAL)

I, Owner Name: JWH HOLDINGS, LLC - Chaoyi Wang, President

Address: 5625 WINDSOR WAY, UNIT 209, CULVER CITY, CA 90230

Telephone: 925-886-9218

Email: totggin@hotmail.com

hereby authorize:

Representative: Kimley-Horn & Associates, Inc.

Address: 7341 Office Park Place, Suite 102, Melbourne, FL 32940

Telephone: 321-430-1138

Email: kinan.husainy@kimely-horn.com / kiel.causby@kimley-horn.com

to represent the request(s) for:

Planning & Land Development Submittals (i.e., PDP, FDP, Administrative Actions, etc.)

(Property Owner Signature)

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of May, 2023 by Chaoyi Wang, President of JWH Holdings, LLC, property owner.

ABRAHAM DOGU, Notary Public

☐ Personally Known or ☑ Produced the Following Type of Identification:

Abraham Dogu
Commonwealth of Virginia
Notary Public
Commission No:. 7254225
My Commission Expires : Dec. 31/2026

May 11th, 20 23

Re: Letter of Authorization

As the property owner of the site legally described as:

TRACT I-6, BAYSIDE LAKES COMMERCIAL CENTER PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 82, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. CONTAINING 20.02 ACRES, MORE OR LESS (TOTAL)

I, Owner Name: JWH HOLDINGS, LLC - Chaoyi Wang, President

Address: 5625 WINDSOR WAY, UNIT 209, CULVER CITY, CA 90230

Telephone: 925-886-9218

Email: totogia@hotmail.com

hereby authorize:

Representative: Innovative Nationwide Builders, Inc. (INB Homes) - Rainer Richter

Address: 3670 Maguire Blvd, Suite 220, Orlando, FL 32803

Telephone: (855) 694-6634

Email: r.richter@inbhomes.com / j.bell@inbhomes.com

to represent the request(s) for:

Planning & Land Development Submittals (i.e., PDP, FDP, Administrative Actions, etc.)

(Property Owner Signature)

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of May, 20 2023 by Chaoyi Wang, President of JWH Holdings, LLC, property owner.

ABRAHAM DOGU, Notary Public

☐ Personally Known or ☑ Produced the Following Type of Identification:

Abraham Dogu
Commonwealth of Virginia
Notary Public
Commission No:. 7254225
My Commission Expires : Dec. 31/2026

Acknowledgement Log

Header:
Legal Acknowledgement
Text:
I, the submitter, understand that this application must be complete and accurate before consideration by the City of Palm Bay and certify that all the answers to the questions in said application, and all data and matter attached to and made part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Accepted By:
Kiel Causby
On:
5/31/2023 12:58:39 PM

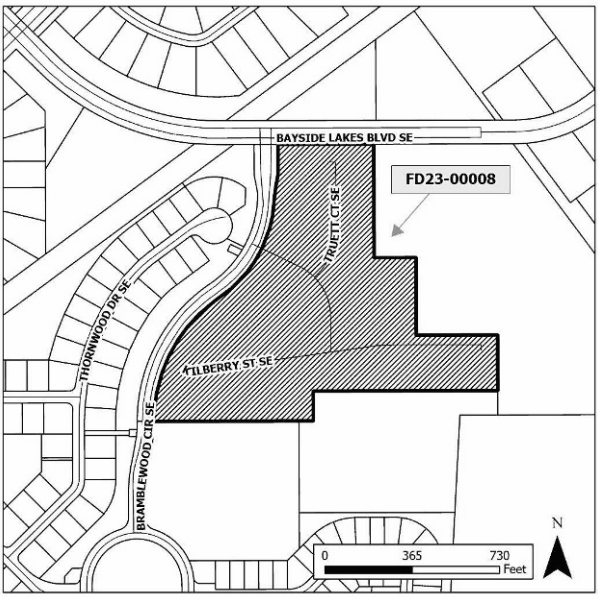
FD23-00008

Select Language ▼

© 2023 - Intuitive Municipal Solutions, LLC

CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING FOR
A FINAL DEVELOPMENT PLAN

Notice is hereby given that a public hearing will be held by the Planning and Zoning Board/Local Planning Agency on January 3, 2024, and by the City Council on January 18, 2024, both to be held at 6:00 p.m., in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, for the purpose of considering the following case(s):



1. ****FD23-00008 - JWH Holdings, LLC, Chaoyi Wang, President (Kimley-Horn & Associates, Inc. / Rainer Richter, Innovative Nationwide Builders, Inc., Reps.)**

   A Final Development Plan for a proposed PUD to allow for a 126-unit townhome subdivision to be known as Bramblewood Townhomes.

   Tract I-6, Bayside Lakes Commercial Center Phase 2, Section 19, Township 29, Range 37, Brevard County, Florida, containing approximately 20.02 acres. Located east of and adjacent to Bramblewood Circle SE, south of Bayside Lakes Boulevard SE

******Indicates quasi-judicial request(s).

If an individual decides to appeal any decision made by the Planning and Zoning Board/Local Planning Agency or the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Please contact the Palm Bay Land Development Division at (321) 733-3041 should you have any questions regarding the referenced case(s).

Chandra Powell
Planning Specialist

FT-38234706

From:	Stephen White
To:	Chandra Powell; Carol Gerundo
Cc:	Tania Ramos; Alexandra Bernard; Jesse Anderson
Subject:	FW: bramblewood townhomes
Date:	Wednesday, July 5, 2023 9:03:14 AM
Attachments:	image001.png

FYI

Respectfully,

From: Bart Heier <coastalbart@gmail.com>
Sent: Monday, July 3, 2023 8:06 PM
To: Stephen White <Stephen.White2@palmbayflorida.org>
Subject: bramblewood townhomes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please DO NOT approve the 126 they are requesting and keep it to the 92 that was approved years ago.

The traffic will be a lot worse with just 92, I think there will need to be a traffic light at Bramble wood and Bayside lakes blvd.

Thank you for you time
Bart Heier
547 Gardendale cir SE 32909
321-223-1419

From: Stephen White
To: Chandra Powell; Carol Gerundo
Subject: FW: The Planned Townhouse Development in Bayside Lakes
Date: Wednesday, July 5, 2023 9:03:27 AM
Attachments: image001.png

FYI

Respectfully,

From: C M <gnc1017@outlook.com>
Sent: Monday, July 3, 2023 10:37 PM
To: Land Development Web <LandDevelopmentWeb@palmbayflorida.org>; Rob Medina <Rob.Medina@palmbayflorida.org>; Donny Felix <Donny.Felix@palmbayflorida.org>; Kenny Johnson <Kenny.Johnson@palmbayflorida.org>; Randy Foster <Randy.Foster@palmbayflorida.org>; City Council <CityCouncil@palmbayflorida.org>; Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>; Jesse Anderson <Jesse.Anderson@palmbayflorida.org>; Lori Damms <Lori.Damms@palmbayflorida.org>; Stephen White <Stephen.White2@palmbayflorida.org>; Tania Ramos <Tania.Ramos@palmbayflorida.org>
Subject: The Planned Townhouse Development in Bayside Lakes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bramblewood Townhomes Proposed Development Project Name: Bramblewood Townhomes Applicant: Innovation Nationwide Builders, Inc. Parcel ID: Tract I-6-29-37-19-RX-16 (2-2 Acres) I am writing to you in opposition to the proposed development by Innovation Nationwide Builders, Inc. for the above listed parcel. The original master plan for Bayside Lakes in 2006 included the above listed parcel as approved for up to 92 multi-unit homes. Innovation Nationwide Builders, Inc. is proposing to construct 126 units. This proposed development located at the corner of Bayside Lakes Blvd. and Bramblewood Circle will have immense impact on an already critical situation: • Increased traffic into an already very busy Bayside Lake Blvd, especially during the hours of 7-10AM and 3-6PM. • Design of housing is not consistent with the Single Family Homes in Bayside Lakes. o Current proposal presented to citizens at the Citizen Information Meeting on June 28, 2023 looks more industrial in design than residential. o The design is for 4, 5, 6 and 8 unit buildings that look more like apartments and warehouses than residential units. o 126 units leave no area for guest/visitor parking. There is not enough space in the parking area of the Bayside Lake Clubhouse to accommodate more vehicles; especially when events and/or

meetings are held at the Clubhouse • Bayside emergency services are already stretched to beyond capacity: Police, Fire, and Ambulance. • Commercial businesses are already impacted by vastly increased traffic due to developments located on South Babcock Street; many of these residents must come into Bayside to shop for groceries and other services. • Public schools are already at or over capacity. • The city zoning code is based on, consistent with, related to, and adopted to effectuate and implement the policies of the city comprehensive plan in order to protect, preserve and improve the public health, safety, order, appearance, convenience, and welfare of the inhabitants of the city, including, but not limited to: o Lessening congestion in the streets; o Encouraging the most appropriate use of land, water, and resources; o Providing adequate light and air; o Securing safety from fire and other dangers; o Preventing the overcrowding of land; o Preserving the character and stability of residential, commercial, industrial, and other areas; o Facilitating adequate provisions for transportation, water supply, sewerage, drainage, sanitation, recreation, schools, housing, and other services; and o Conserving and enhancing the standard of living within the city. This proposed development of 126 units Must Not Be Approved. No more than 92 units should be approved, as in the original Bayside Lakes Zoning of 2006.

From: Stephen White
To: Carol Gerundo; Chandra Powell
Subject: FW: Bramblewood townhome development
Date: Wednesday, July 5, 2023 9:03:50 AM
Attachments: image001.png

FYI

Respectfully,

From: Kristie Hagelin <kristiekayosu@icloud.com>
Sent: Tuesday, July 4, 2023 8:09 PM
To: Kenny Johnson <Kenny.Johnson@palmbayflorida.org>; Randy Foster <Randy.Foster@palmbayflorida.org>; City Council <CityCouncil@palmbayflorida.org>; Land Development Web <LandDevelopmentWeb@palmbayflorida.org>; Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>; Jesse Anderson <Jesse.Anderson@palmbayflorida.org>; Lori Damms <Lori.Damms@palmbayflorida.org>; Stephen White <Stephen.White2@palmbayflorida.org>; Tania Ramos <Tania.Ramos@palmbayflorida.org>; Rob Medina <Rob.Medina@palmbayflorida.org>; Donny Felix <Donny.Felix@palmbayflorida.org>
Subject: Bramblewood townhome development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,
I am writing to you in opposition to the proposed development by Innovation Nationwide Builders, Inc. for the above listed parcel.

The original master plan for Bayside Lakes in 2006 included the above listed parcel as approved for up to 92 multi-unit homes.

Innovation Nationwide Builders, Inc. is proposing to construct 126 units. This proposed development located at the corner of Bayside Lakes Blvd. and Bramblewood Circle will have immense impact on an already critical situation:

- Increased traffic into an already very busy Bayside Lake Blvd, especially during the hours of 7-10AM and 3-6PM.

- Design of housing is not consistent with the Single Family Homes in Bayside Lakes.
  - Current proposal presented to citizens at the Citizen Information Meeting on June 28, 2023 looks more industrial in design than residential.
  - The design is for 4, 5, 6 and 8 unit buildings that look more like apartments and warehouses than residential units.
  - 126 units leaves no area for guest/visitor parking. There is not enough space in the parking area of the Bayside Lake Clubhouse to accommodate more vehicles; especially when events and/or meetings are held at the Clubhouse
- Bayside emergency services are already stretched to beyond capacity: Police, Fire, Ambulance.
- Commercial businesses are already impacted with vastly increased traffic due to developments located on South Babcock Street; many of these residents must come into Bayside to shop for groceries and other services.
- Public schools are already at or over capacity.
- The city zoning code is based on, consistent with, related to and adopted to effectuate and implement the policies of the city comprehensive plan in order to protect, preserve and improve the public health, safety, order, appearance, convenience and welfare of the inhabitants of the city, including, but not limited to:
  - Lessening congestion in the streets;
  - Encouraging the most appropriate use of land, water and resources;
  - Providing adequate light and air;
  - Securing safety from fire and other dangers;
  - Preventing the overcrowding of land;
  - Preserving the character and stability of residential, commercial, industrial and other areas;
  - Facilitating the adequate provisions for transportation, water supply, sewerage, drainage, sanitation, recreation, schools, housing, and other services; and
  - Conserving and enhancing the standard of living within the city.

This proposed development of 126 units Must Not Be Approved. No more than 92 units should be approved, as in the original Bayside Lakes Zoning of 2006.

Thank you,

Kristie Hagelin
282 Brandy Creek Circle resident

From: Carol Gerundo
To: Jesse Anderson; Chandra Powell; Tania Ramos
Subject: RE: Bramblewood Townhomes
Date: Wednesday, July 5, 2023 11:16:00 AM
Attachments: image001.png

Will do, thank you.

Carol

From: Jesse Anderson <Jesse.Anderson@palmbayflorida.org>
Sent: Wednesday, July 5, 2023 10:12 AM
To: Chandra Powell <Chandra.Powell@palmbayflorida.org>; Carol Gerundo <Carol.Gerundo@palmbayflorida.org>; Tania Ramos <Tania.Ramos@palmbayflorida.org>
Subject: FW: Bramblewood Townhomes

Good morning,

Please add this correspondence to the file.

Thank you.

Best,

Participate in the Palm Bay Comprehensive Plan Update Here!

From: Doreen Bonosconi <dbonosconi56@gmail.com>
Sent: Wednesday, July 5, 2023 10:10 AM
To: Rob Medina <Rob.Medina@palmbayflorida.org>; deputymayordonnyfelixseat2@pbfl.org; councilmankennyjohnsonseat4@pbfl.org; Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>; Jesse Anderson <Jesse.Anderson@palmbayflorida.org>; steven.white2@palmbayflorida.org; Tania Ramos <Tania.Ramos@palmbayflorida.org>
Subject: Bramblewood Townhomes

CAUTION: This email originated from outside of the organization. Do not click links or open

attachments unless you recognize the sender and know the content is safe.

Bramblewood Townhomes Proposed Development
Project Name: Bramblewood Townhomes
Applicant: Innovation Nationwide Builders, Inc.
Parcel ID: Tract I-6-29-37-19-RX-16 (2-2 Acres)
I am writing to you in opposition to the proposed development by Innovation Nationwide Builders, Inc. for the above listed parcel.
The original master plan for Bayside Lakes in 2006 included the above listed parcel as approved for up to 92 multi-unit homes.
Innovation Nationwide Builders, Inc. is proposing to construct 126 units. This proposed development located at the corner of Bayside Lakes Blvd. and Bramblewood Circle will have immense impact on an already critical situation:
• Increased traffic into an already very busy Bayside Lake Blvd, especially during the hours of 7-10AM and 3-6PM.
• Design of housing is not consistent with the Single Family Homes in Bayside Lakes.
o Current proposal presented to citizens at the Citizen Information Meeting on June 28, 2023 looks more industrial in design than residential.
o The design is for 4, 5, 6 and 8 unit buildings that look more like apartments and warehouses than residential units.
o 126 units leaves no area for guest/visitor parking. There is not enough space in the parking area of the Bayside Lake Clubhouse to accommodate more vehicles; especially when events and/or meetings are held at the Clubhouse
• Bayside emergency services are already stretched to beyond capacity: Police, Fire, Ambulance.
• Commercial businesses are already impacted with vastly increased traffic due to developments located on South Babcock Street; many of these residents must come into Bayside to shop for groceries and other services.
• Public schools are already at or over capacity.
• The city zoning code is based on, consistent with, related to and adopted to effectuate and implement the policies of the city comprehensive plan in order to protect, preserve and improve the public health, safety, order, appearance, convenience and welfare of the inhabitants of the city, including, but not limited to:
o Lessening congestion in the streets;
o Encouraging the most appropriate use of land, water and resources;
o Providing adequate light and air;
o Securing safety from fire and other dangers;
o Preventing the overcrowding of land;
o Preserving the character and stability of residential, commercial, industrial and other areas;
o Facilitating the adequate provisions for transportation, water supply, sewerage, drainage, sanitation, recreation, schools, housing, and other services; and
o Conserving and enhancing the standard of living within the city.
This proposed development of 126 units Must Not Be Approved. No

From: Jesse Anderson
To: Chandra Powell; Carol Gerundo
Cc: Tania Ramos
Subject: FW: Proposed Bramblewood Townhomes
Date: Wednesday, July 5, 2023 12:06:50 PM
Attachments: image001.png

Good afternoon,

Please add this to the correspondence folder for the case.

Thank you!

Best,

Participate in the Palm Bay Comprehensive Plan Update Here!

From: John Magee <jmagee6771@gmail.com>
Sent: Wednesday, July 5, 2023 11:01 AM
To: Jesse Anderson <Jesse.Anderson@palmbayflorida.org>
Subject: Proposed Bramblewood Townhomes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Project Name: Bramblewood Townhomes
Applicant: Innovation Nationwide Builders, Inc.
Parcel ID: Tract I-6-29-37-19-RX-16 (2-2 Acres)

I am writing to you in opposition to the proposed development by Innovation Nationwide Builders, Inc. for the above listed parcel.

The original master plan for Bayside Lakes in 2006 included the above listed parcel as approved for up to 92 multi-unit homes.

Innovation Nationwide Builders, Inc. is proposing to construct 126 units. This proposed development located at the corner of Bayside Lakes Blvd. and Bramblewood Circle will have immense impact on an already critical situation:

- Increased traffic into an already very busy Bayside Lake Blvd, especially during the hours of 7-10AM and 3-6PM.

- Design of housing is not consistent with the Single Family Homes in Bayside Lakes.

    - Current proposal presented to citizens at the Citizen Information Meeting on June 28, 2023 looks more industrial in design than residential.

    - The design is for 4, 5, 6 and 8 unit buildings that look more like apartments and warehouses than residential units.

    - 126 units leaves no area for guest/visitor parking. There is not enough space in the parking area of the Bayside Lake Clubhouse to accommodate more vehicles; especially when events and/or meetings are held at the Clubhouse

- Bayside emergency services are already stretched to beyond capacity: Police, Fire, Ambulance.

- Commercial businesses are already impacted with vastly increased traffic due to developments located on South Babcock Street; many of these residents must come into Bayside to shop for groceries and other services.

- Public schools are already at or over capacity.

- The city zoning code is based on, consistent with, related to and adopted to effectuate and implement the policies of the city comprehensive plan in order to protect, preserve and improve the public health, safety, order, appearance, convenience and welfare of the inhabitants of the city, including, but not limited to:

    - Lessening congestion in the streets;

    - Encouraging the most appropriate use of land, water and resources;

    - Providing adequate light and air;

    - Securing safety from fire and other dangers;

    - Preventing the overcrowding of land;

    - Preserving the character and stability of residential, commercial, industrial and other areas;

    - Facilitating the adequate provisions for transportation, water supply, sewerage, drainage, sanitation, recreation, schools, housing, and other services; and

    - Conserving and enhancing the standard of living within the city.

This proposed development of 126 units **Must Not Be Approved**. No more than 92 units should be approved, as in the original Bayside Lakes Zoning of 2006.

--

John Magee
321-266-2679

From: Tania Ramos
To: Chandra Powell; Carol Gerundo
Subject: FW: Bramblewood Townhomes Proposed Development
Date: Friday, July 21, 2023 4:25:02 PM
Attachments: image001.png

FYI

The City of Palm Bay Florida
GROWTH MANAGEMENT
Tania Ramos
Senior Planner
Down to Earth And Up To Great Things™
321.952.3400 ext. 3220

Participate in the Palm Bay Comprehensive Plan Update Here!

From: Yovana <yoviken@yahoo.com>
Sent: Friday, July 21, 2023 4:13 PM
To: Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>; Jesse Anderson <Jesse.Anderson@palmbayflorida.org>; Lori Damms <Lori.Damms@palmbayflorida.org>; Stephen White <Stephen.White2@palmbayflorida.org>; Tania Ramos <Tania.Ramos@palmbayflorida.org>
Subject: Bramblewood Townhomes Proposed Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bramblewood Townhomes Proposed Development

Project Name: Bramblewood Townhomes Applicant:
Innovation Nationwide Builders, Inc.
Parcel ID: Tract I-6-29-37-19-RX-16 (2-2 Acres)

I am writing to you in opposition to the proposed development by Innovation Nationwide Builders, Inc. for the above listed parcel.

The original master plan for Bayside Lakes in 2006 included the above listed parcel as approved for up to 92 multi-unit homes.

Innovation Nationwide Builders, Inc. is proposing to construct 126 units. This proposed development located at the corner of Bayside Lakes Blvd. and Bramblewood Circle will have immense impact on an already critical situation:

- Increased traffic into an already very busy Bayside Lake Blvd, especially during the hours of 7-10AM and 3-6PM.
- Design of housing is not consistent with the Single Family Homes in Bayside Lakes.

- Current proposal presented to citizens at the Citizen Information Meeting on June 28, 2023 looks more industrial in design than residential.
- The design is for 4, 5, 6 and 8 unit buildings that look more like apartments and warehouses than residential units.
- 126 units leaves no area for guest/visitor parking. There is not enough space in the parking area of the Bayside Lake Clubhouse to accommodate more vehicles; especially when events and/or meetings are held at the Clubhouse

- Bayside emergency services are already stretched to beyond capacity: Police, Fire, Ambulance.

- Commercial businesses are already impacted with vastly increased traffic due to developments located on South Babcock Street; many of these residents must come into Bayside to shop for groceries and other services.

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  - Securing safety from fire and other dangers;
  - Preventing the overcrowding of land;
  - Preserving the character and stability of residential, commercial, industrial and other areas;
  - Facilitating the adequate provisions for transportation, water supply, sewerage, drainage, sanitation, recreation, schools, housing, and other services; and
  - Conserving and enhancing the standard of living within the city.

This proposed development of 126 units **Must Not Be Approved**. No more than 92 units should be approved, as in the original Bayside Lakes Zoning of 2006.

Carlos Diaz
Forest Glen

From:	Jesse Anderson
To:	Michael Lewis
Cc:	Chandra Powell; Carol Gerundo
Subject:	RE: Opposition to Bramblewood Townhomes Proposed Development
Date:	Monday, July 24, 2023 2:51:19 PM
Attachments:	image001.png

Good afternoon,

Thank you for your email. We will add this correspondence to the case file.

Best,

Participate in the Palm Bay Comprehensive Plan Update Here!

From: Michael Lewis <mbrackenlewis@gmail.com>
Sent: Monday, July 24, 2023 1:15 PM
To: Jesse Anderson <Jesse.Anderson@palmbayflorida.org>
Subject: Fwd: Opposition to Bramblewood Townhomes Proposed Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Bramblewood Townhomes Proposed Development

Project Name: Bramblewood Townhomes Applicant:
Innovation Nationwide Builders, Inc.
Parcel ID: Tract I-6-29-37-19-RX-16 (2-2 Acres)

Good afternoon Jesse,

I am writing to you in opposition to the proposed development by Innovation Nationwide Builders, Inc. for the above listed parcel.

The original master plan for Bayside Lakes in 2006 included the above listed parcel as approved for up to 92 multi-unit homes.

Innovation Nationwide Builders, Inc. is proposing to construct 126 units. This proposed

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    - Conserving and enhancing the standard of living within the city.

This proposed development of 126 units **Must Not Be Approved**. No more than 92 units should be approved, as in the original Bayside Lakes Zoning of 2006.

V/R,

--

Michael Lewis
161 Brandy Creek Circle
Palm Bay, FL 32909
mbrackenlewis@gmail.com

From: Lori Damms
To: Chandra Powell; Carol Gerundo
Subject: FW: Bramblewood Townhomes
Date: Monday, July 31, 2023 6:17:03 AM

Please see below. Thanks

Lori Damms
City of Palm Bay
Land Development Division
120 Malabar Road, SE
Palm Bay, Florida, 32907
(321) 733-3043

Please let us know how effective we were in assisting you:
www.pbfl.org/GMFeedback

Participate in the Palm Bay Comprehensive Plan Update Here!

From: Jim Ball <jimlball@live.com>
Sent: Sunday, July 30, 2023 3:13 PM
To: Jesse_Anderson@palmbayflorida.org; Donny Felix <Donny.Felix@palmbayflorida.org>; Kenny Johnson <Kenny.Johnson@palmbayflorida.org>; Randy Foster <Randy.Foster@palmbayflorida.org>; Land Development Web <LandDevelopmentWeb@palmbayflorida.org>; Jesse Anderson <Jesse.Anderson@palmbayflorida.org>; Lori Damms <Lori.Damms@palmbayflorida.org>; Stephen White <Stephen.White2@palmbayflorida.org>; Tania Ramos <Tania.Ramos@palmbayflorida.org>; Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>
Subject: Bramblewood Townhomes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Project Name: Bramblewood Townhomes
Applicant: Innovation Nationwide Builders, Inc.
Parcel ID: Tract 1-6-29-37-19-RX-16 (2-2 Acres.

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- 126 Units leaves no area for guest/visitor parking. The original plan of 92 units would allow for additional parking for guests, delivery vehicles and emergency vehicles. The Bayside Lakes clubhouse parking should not be used as Bramblewood Townhomes "overflow parking" area; this parking area is for the use of all Bayside Lakes families for the use of the children's play area, tennis, basketball, pool areas and for the clubhouse.
- Bayside emergency services and Public schools are already stretched beyond capacity.
- The city zoning code is based on, consistent with, related to and adopted to effectuate and implement the policies of the city comprehensive plan in order to protect, preserve and improve the public health, safety, order, appearance convenience and welfare of the inhabitants of the city, including, but not limited to

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  Conserving and enhancing the standard of living within the city

This proposed development of 126 units **MUST NOT BE APPROV3ED.** No more than 92 units should be approved, as in the original Bayside Lakes Zoning of 2006.

Jim L Ball
127 Ridgemont Circle SE
Palm Bay, FL. 32909

From: Lori Damms
To: Chandra Powell; Carol Gerundo
Subject: FW: Bramblewood Townhomes Proposed Development
Date: Monday, July 31, 2023 6:17:27 AM

Lori Damms
City of Palm Bay
Land Development Division
120 Malabar Road, SE
Palm Bay, Florida, 32907
(321) 733-3043

Please let us know how effective we were in assisting you:
www.pbfl.org/GMFeedback

Participate in the Palm Bay Comprehensive Plan Update Here!

From: Lynn Ball <shortie951@hotmail.com>
Sent: Sunday, July 30, 2023 2:38 PM
To: Rob Medina <Rob.Medina@palmbayflorida.org>; Donny Felix <Donny.Felix@palmbayflorida.org>; Kenny Johnson <Kenny.Johnson@palmbayflorida.org>; Randy Foster <Randy.Foster@palmbayflorida.org>; Land Development Web <LandDevelopmentWeb@palmbayflorida.org>; Jesse_Anderson@palmbayflorida.org; Lori Damms <Lori.Damms@palmbayflorida.org>; Stephen White <Stephen.White2@palmbayflorida.org>; Tania Ramos <Tania.Ramos@palmbayflorida.org>; Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>
Subject: Bramblewood Townhomes Proposed Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Project Name: Bramblewood Townhomes
Applicant: Innovation Nationwide Builders, Inc.
Parcel ID: Tract 1-6-29-37-19-RX-16 (2-2 Acres.

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This proposed development of 126 units **MUST NOT BE APPROV3ED.** No more than 92 units should be approved, as in the original Bayside Lakes Zoning of 2006.

Lynn Ball
127 Ridgemont Cir SE
Palm Bay, Fl 32909
Shortie951@hotmail.com

Carol Gerundo

From: Carol Gerundo
Sent: Friday, August 11, 2023 4:10 PM
To: Tania Ramos; Chandra Powell
Cc: Alexandra Bernard
Subject: RE: Bramblewood & Bayside Landings

Thank you, Tania!

Carol

From: Tania Ramos <Tania.Ramos@palmbayflorida.org>
Sent: Friday, August 11, 2023 3:40 PM
To: Carol Gerundo <Carol.Gerundo@palmbayflorida.org>; Chandra Powell <Chandra.Powell@palmbayflorida.org>
Cc: Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>
Subject: Bramblewood & Bayside Landings

Carol and Chandra,

Please add this to the public comments for Bramblewood and Bayside Landings.

Thank you,

The City of Palm Bay Florida
GROWTH MANAGEMENT

Tania Ramos
Senior Planner

Down to Earth And Up to Great Things™ 321.952.3400 ext. 3220

Participate in the Palm Bay Comprehensive Plan Update Here!

From: Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>
Sent: Friday, August 11, 2023 1:17 PM
To: rjgravs@aol.com; Rob Medina <Rob.Medina@palmbayflorida.org>; Land Development Web <LandDevelopmentWeb@palmbayflorida.org>
Cc: Tania Ramos <Tania.Ramos@palmbayflorida.org>; City Manager <citymanager@palmbayflorida.org>
Subject: RE:

Hi Mr. Graves,

It was so nice to speak with you earlier this week. I have confirmed that both Bramblewood Townhomes and Bayside Landings are proposing to have dog parks affiliated with their proposed developments.
I am placing your email with the official record for these cases.

All the Best,

The City of Palm Bay Florida
Growth Management
Down to Earth And Up to Great Things™

Alix Bernard
Principal Planner
321.733.3042 or ext. 5747

From: rjgravs@aol.com <rjgravs@aol.com>
Sent: Tuesday, August 8, 2023 12:29 PM
To: Rob Medina <Rob.Medina@palmbayflorida.org>; Land Development Web <LandDevelopmentWeb@palmbayflorida.org>; Alexandra Bernard <Alexandra.Bernard@palmbayflorida.org>
Subject:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I just recently moved to Florida and am concerned with what I have heard regarding dog parks. I have heard that approvals have been given, or under consideration of developments including dog parks. I do not know the protocols within Palm Bay on any approval process, but have been told, whether right or wrong, that approvals are granted before any health or environmental committees reviews are first completed, which seems to be in my opinion, backwards. I could be wrong, but this is what I have recently heard. From recent plans submitted, there doesn't seem to be adequate spacing between dog parks and residential buildings, water facilities and undeveloped park land. These are concerns from an environmental and health committee stand points. If there is a need to further discuss these issues, I would make myself available to discuss the issues below.

#1 - American Kennel Club suggestions

Dog Park Design: The Ideal Dog Park Should Include . . . • One acre or more of land surrounded by a four- to six-foot high chain-link fence. Preferably, the fence should be equipped with a double-gated entry to keep dogs from escaping and to facilitate wheelchair access. • Cleaning supplies, including covered garbage cans, waste bags, and pooper scooper stations. • Shade and water for both dogs and owners, along with benches and tables. • A safe, accessible location with adequate drainage and a grassy area that is mowed routinely. • If space allows, it is preferable to provide separate areas for small and large dogs. This will enable large dog owners to allow their pets to run more freely, while protecting smaller dogs who may not be suited to the enthusiastic play of larger breeds. • Signs that specify park hours and rules. • Parking close to the site.

#2 - Several sources commented upon the proximity to domestic residences, particularly

If you have any questions please feel free to contact me (516-448-8042).

Thank you
Richard Graves

From: Lori Damms
To: Jesse Anderson; Chandra Powell; Carol Gerundo
Subject: FW: Bramblewood Townhomes project
Date: Tuesday, September 5, 2023 6:43:23 AM

From: John Duplice <umberto621@outlook.com>
Sent: Friday, September 1, 2023 1:52 PM
To: Lori Damms <Lori.Damms@palmbayflorida.org>
Subject: Bramblewood Townhomes project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern:

What is the purpose of approving the project at Bramblewood town homes as submitted? The developers are not satisfied with the original plan of 92 units on the property, they propose Army Barracks-style of Town Houses. Only for increasing the profit of their company without consideration for what already exists at Bramblewood or other developments in the area. 92 additional homes will contribute to many of the concerns of Bramblewood residents which I list below.

126 Army Barracks-style homes crammed into the existing space will not only spoil the current home-style of this community but will strain infrastructure. While most of the deciders on this project do not live in the immediate area I wonder how they may feel about the intrusion of the large number of homes planned if it impacted their neighborhood? More important here are the drawback as I see them from an ordinary resident of Bramblewood.

1. The increased congestion in the streets.

2. Appropriate use of land so as not to affect water and other resources.
3. Consideration of added fire and other dangers.
4. Preventing overcrowding of land.
5. Preserving the character and stability of the current residential and or commercial areas.
6. Adequate transportation, sewer, drainage, recreation, sanitation and other services required.
7. Overcrowding schools and extra law enforcement requirements.
8. Not to mention the thought of another traffic light to create more problems here within an area that abounds in traffic control.

City zoning codes are based on protection of its citizens, to preserve and improve safety, order, appearance, and so much more that has been written into the guidelines for city planning. When considering the approval of this project which include 126 more homes, not the original 92. The impact will be far greater than what the developer states. Considering all the new projects currently in process in Palm Bay, not only the big ones on Saint John's Heritage parkway but also other development throughout the city. There is currently huge building of individual homes on small one-home lots.

Please consider the impact it will have and if something has to be approved then go back to the original developers number for 92 homes, not glutting the area with 126 more homes.
I am not the only resident to be concerned over this

situation. Deny the increase please, and keep Palm Bay the best city to live in. We were once noted nationally as one of the best cities to live in and there is plenty of vacant land better to develop so please choose wisely about our growth. You chose well about the Majors Golf course please do it again here.

Respectfully submitted,

John Duplice
337 Gardendale Circle SE
Bayside Lakes, Palm Bay,

12/20/2023
Re: Planning Commission
Hearing Date: January 3, 2024
City of Palm Bay

Subject: Bramblewood Townhomes

Dear Planning Commissioners,

As the builder for the Bramblewood Townhome project, I'd like to provide some information for the board in anticipation of the upcoming Jan 3rd hearing.

As we foresee potential concerns from some residents during the hearing, I believe it is crucial to present the facts that support an informed decision-making process.

Project Overview

The Bramblewood project was fully approved for 92 townhomes in 2006. Roads and utilities were installed and turned over to the City of Palm Bay for maintenance. The City has admitted that they've turned off the water to the property and haven't maintained the utilities for 17 years.

INB Homes (INB) has offered to update the utilities and assume responsibility for maintaining the sewer lines to alleviate the cost burden on the City and Taxpayers. Furthermore, the lift station is currently over capacity and INB has agreed to install larger pumps on the lift station to meet the broader community needs.

The originally approved 92 townhomes were never built, leaving an empty subdivision that is often used as a hangout for drinking and nefarious activities. The property is often used as a dumping ground for trash and old furniture. When we first looked at the property, the grass was over 3 feet tall.

The property is currently owned by two absentee individuals living in China and a third person from China who is currently residing in Virginia.

INB Homes agreed to purchase the property and build luxury townhomes for sale in partnership with one of the largest home builders in the country. However, we had one condition when placing the property under contract; the ability to build 126 townhomes instead of the previously approved 92 townhomes. The financials simply did not work as a 92-unit luxury project.

We tried every way possible to get 92 townhomes to work. It would have been a lot easier and cheaper for us to avoid going through the approval process. The only way that we could find for 92 townhomes to work financially was by building affordable housing with tax credit subsidies, and we didn't feel that this was the best use for the property. We prefer to build luxury townhomes for sale.

HOA Approval

The Bayside Lakes Commercial HOA, acting as a Master Association to the residential HOAs has reviewed and approved our plans and application.

Neighbor Concerns and Accommodations

While the Master HOA approved our plans, four residents who live in different neighborhoods as part of Bayside Lakes requested the following changes:

1. The townhome façades changed to all stucco.
2. Change the entrance signage design.
3. Change the dog park to a pedestrian park.
4. Make the roof slope steeper on the townhomes.
5. Decrease the townhomes from 126 to 92 units.

In an effort to accommodate the residents' concerns, INB agreed to make all the changes with the exception of reducing the number of townhomes. The requested changes were submitted to the Master HOA and the City Planning Department for approval.

The Master Commercial HOA approved all of the plan changes for a 2nd time.

INB offered the concerned residents to reduce the number of townhomes to 92 units if they would support affordable housing. Unfortunately, this proposal was declined.

Despite our efforts to collaborate, we're concerned that the four residents have neglected to tell their fellow neighbors that if the property has to stay at 92 townhomes, the only way for a builder to make the numbers work is as affordable housing with subsidies.

We expect these same four citizens with their friends to attend the public hearing.

Conclusion

INB Homes has worked diligently to make the City of Palm Bay, the Master HOA and the residents who live nearby in other subdivisions as happy as possible. I have to admit, the City of Palm Bay has been great to work with. The Utility Department is exceptional.

Thanks for your consideration. We look forward to a fair and informed decision at the upcoming hearing.

Sincerely,

Jonathan Bell
INB Homes
804-240-9548
jbell@inbhomes.com

FRONT ELEVATION

SCALE: 3/16 = 1'-0" TEXTURED FINISH

NOTE: WALL PENETRATION FLASHING AS PER FBCR 1703.4

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Kimberly Haigler, GIS Planner

DATE: January 3, 2024

SUBJECT: **FS23-00011 - Lipscomb Street Townhomes - Paul Daly and Don Ballew (reps. Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / Aaron Struckmeyer, Pulte Home Company, LLC / Chris Ossa, P.E. and Kinan Husainy, P.E., Kimley Horn & Associates, Inc.) - A Final Subdivision Plat to allow for a proposed 202-unit townhome development to be known as Lipscomb Street Townhomes. Tracts 6 and 5 of Palm Bay Colony Section 3 and Tracts 4 and 3 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. Located east of and adjacent to Lipscomb Street NE, in the vicinity west of Robert J. Conlan Boulevard NE

**Quasi-judicial proceeding.

ATTACHMENTS:

Description

- **FS23-00011 - Staff Report**
- **FS23-00011 - Final Plat**
- **FS23-00011 - Declarations**
- **FS23-00011 - Title Opinion**
- **FS23-00011 - Application**
- **FS23-00011- Letters of Authorization**
- **FS23-00011 - Legal Acknowledgement**
- **FS23-00011 - Legal Ad**

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042
landdevelopmentweb@palmbayflorida.org

Prepared by
Kimberly Haigler, Senior Planner

CASE NUMBER	**PLANNING & ZONING BOARD HEARING DATE**
FS23-00011	January 3, 2024

PROPERTY OWNER & APPLICANT	**PROPERTY LOCATION/ADDRESS**
Paul Daly and Don Ballew (reps. Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / Aaron Struckmeyer, Pulte Home Company, LLC / Chris Ossa, P.E. and Kinan Husainy, P.E., Kimley Horn & Associates, Inc.)	Tracts 5 and 6 of Palm Bay Colony Section 3 and Tracts 3 and 4 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. Located east of Lipscomb Street NE, and in the vicinity north and west of Robert J. Conlan Boulevard NE. Tax Accounts 2826745, 2826744, 2826682, 2826635

SUMMARY OF REQUEST	The applicant requests Final Subdivision Plan approval for a proposed 202 townhome units to be called Lipscomb Townhomes.
Existing Zoning	PUD, Planned Unit Development
Future Land Use	HDR, High Density Residential
Site Improvements	Vacant Land
Site Acreage	Approximately 24.56 acres

SURROUNDING ZONING & USE OF LAND

North	LI, Light Industrial & Warehousing; Commerce Park
East	RMH, Residential Mobile Homes; Mobile Home Park
South	LI, Light Industrial & Warehousing; Light Manufacturing Plant
West	R-1A, Low Density Residential; Single-Family Residential (Melbourne)

COMPREHENSIVE PLAN COMPATIBILITY	Yes, the Future Land Use for the property is High Density Residential

BACKGROUND:

The property is located east of Lipscomb Street NE, and in the vicinity north and west of Robert J. Conlan Boulevard NE. Specifically, the subject property is Tracts 5 and 6 of Palm Bay Colony Section 3 and Tracts 3 and 4 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. The property is zoned PUD, Planned Unit Development and is vacant, unimproved land.

The final plat is a map indicating the proposed layout of a development and related information to show consistency with the subdivision requirements in accordance with Chapter 184 of the Palm Bay Code of Ordinances. The Preliminary Plat (PS23-00008) was granted approval by Council on October 19, 2023.

The project received Final Development Plan approval on July 6, 2023, through Ordinance 2023-31. The applicant is now requesting Final Subdivision Plat approval to create two-hundred and two (202) single-family townhome lots.

ANALYSIS:

The proposed plat is within the Planned Unit Development zoning district. The property has frontage on Lipscomb Drive NE. However, only Huckleberry Lane and Silk Tree Lane will provide ingress/egress connections. Internally, new private roads will be constructed. Sidewalks will be installed on all public frontages and connections to the onsite sidewalk system will be provided.

The minimum lot size for townhome units will be 18’ wide by 95’ deep. The overall project will provide more than the minimum 25% (6.39 acres) of the required open space. Proposed paved pedestrian paths will encircle stormwater ponds, connecting with the system of sidewalks and crosswalks throughout the community. The project also proposes a 0.27acre recreational tract to include active and passive recreation amenities.

The School Board Impact Analysis found that there is sufficient capacity for the total projected student membership when considering the adjacent elementary school concurrency service areas.

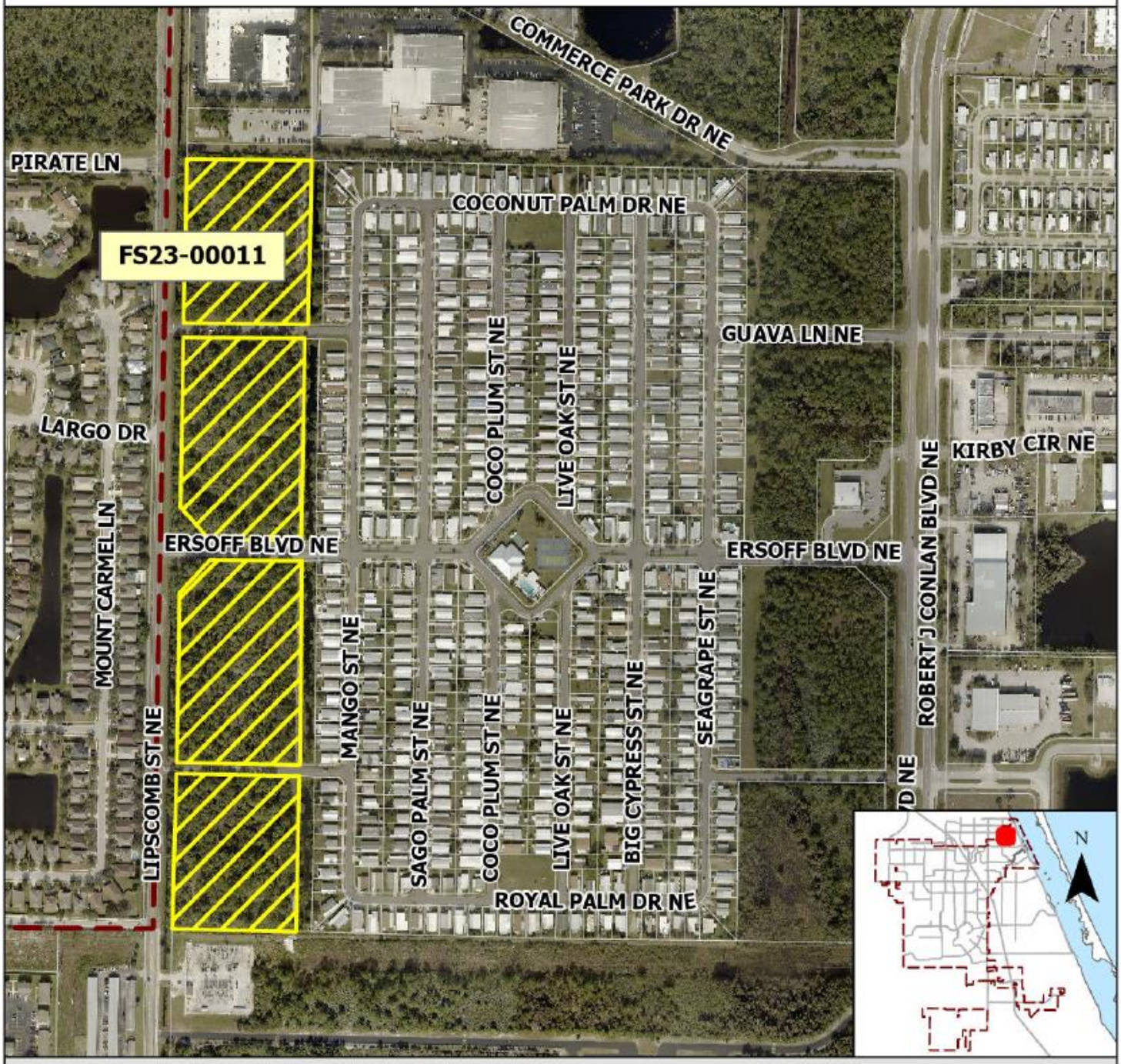
To receive Final Subdivision Plan approval, the proposal must meet the subdivision requirements of Chapter 184.08 of the City of Palm Bay’s Code of Ordinances. Upon review, the request is in conformance with the applicable requirements of this section.

STAFF RECOMMENDATION:

Staff recommends Case FS23-00011 for approval.

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



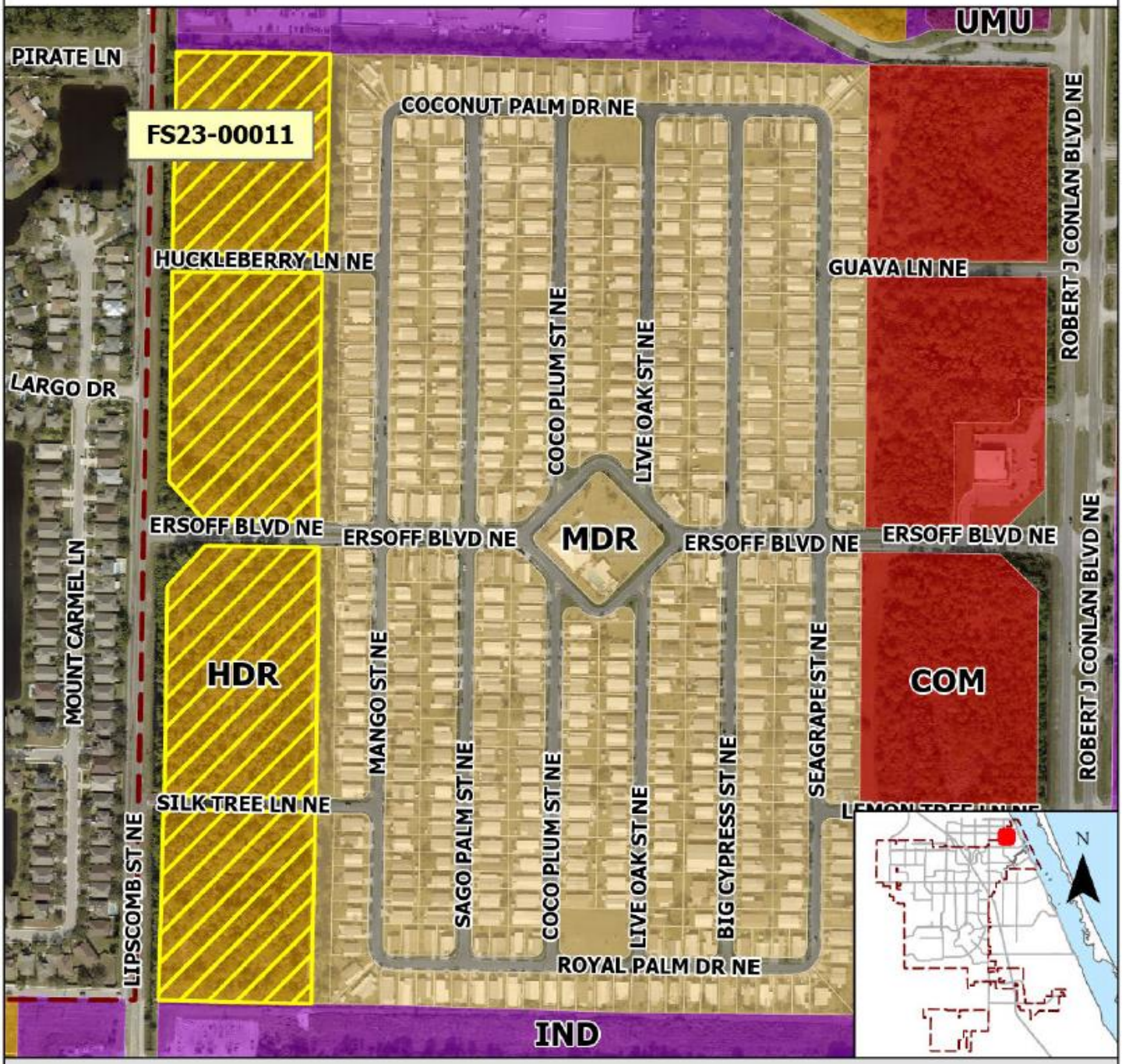
AERIAL LOCATION MAP CASE: FS23-00011

Subject Property

East of Lipscomb Street NE, and in the vicinity north and west of Robert J. Conlan Boulevard NE

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



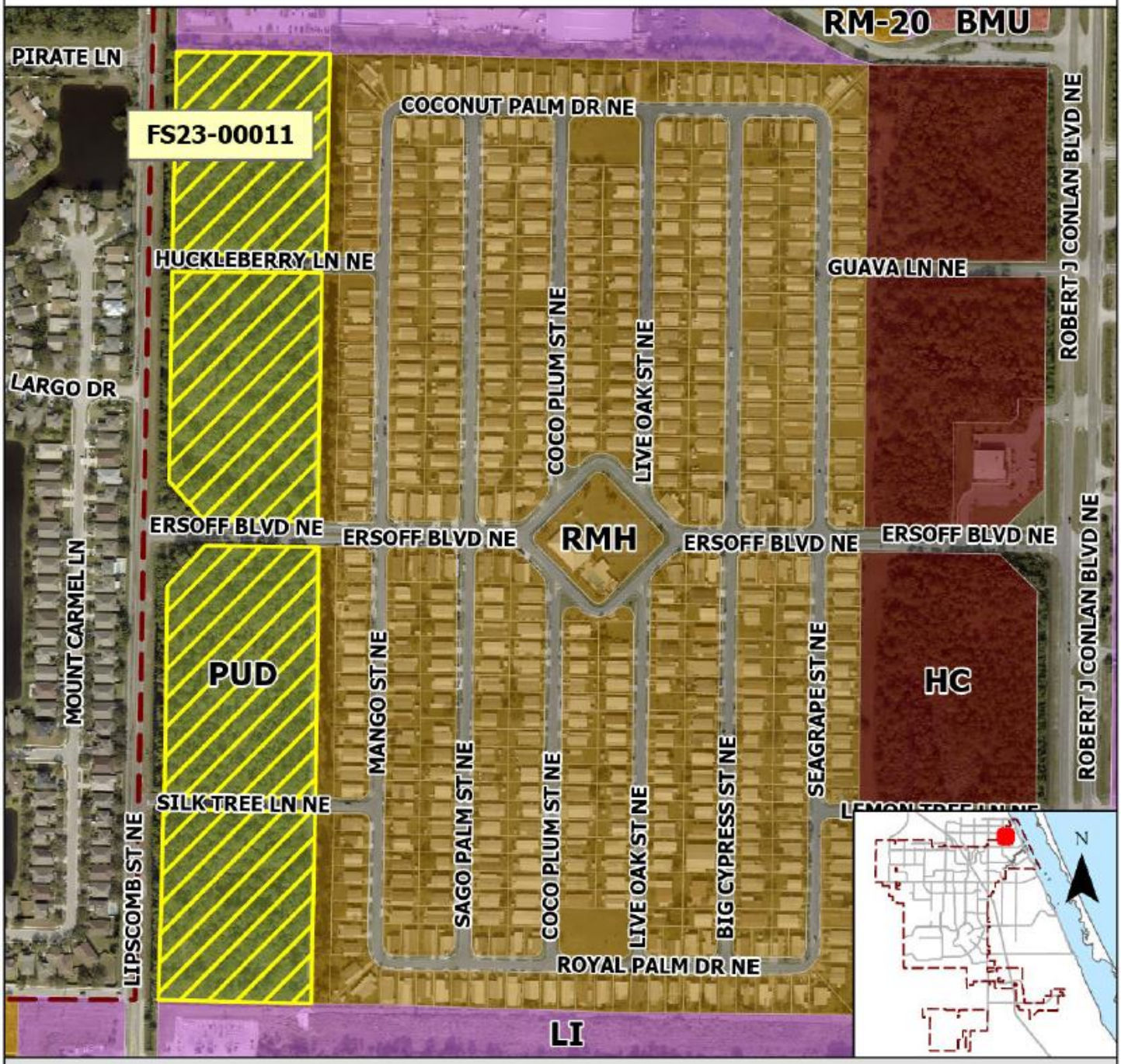
FUTURE LAND USE MAP CASE: FS23-00011

Subject Property
East of Lipscomb Street NE, and in the vicinity north and west of Robert J. Conlan Boulevard NE

Future Land Use Classification
HDR - High Density Residential

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



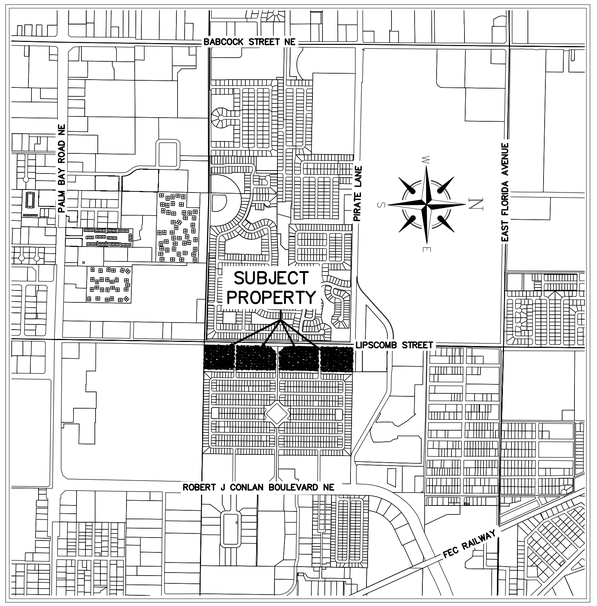
ZONING MAP CASE: FS23-00011

Subject Property
East of Lipscomb Street NE, and in the vicinity north and west of Robert J. Conlan Boulevard NE

Current Zoning Classification
PUD - Planned Unit Development

LIPSCOMB TOWNHOMES

A REPLAT OF TRACTS 3 AND 4, PALM BAY COLONY SECTION TWO
PLAT BOOK 24, PAGE 38
AND TRACTS 5 AND 6, PALM BAY COLONY SECTION THREE
PLAT BOOK 24, PAGES 39
SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

TRACTS 3 AND 4, PALM BAY COLONY SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 38, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

TRACTS 5 AND 6, PALM BAY COLONY SECTION THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 39, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 24.56 ACRES, MORE OR LESS (TOTAL)

SITE DATA:

LOCATION:	LIPSCOMB STREET, CITY OF PALM BAY TRACTS 3 & 4, PALM BAY COLONY SECTION TWO TRACTS 5 &6, PALM BAY COLONY SECTION THREE
FEMA (FIRM):	12009C0611G – 03/17/2014
FLOOD ZONE:	ZONE X, ZONE A
PARCEL ID:	TRACT 3 – PARCEL ID: 28–37–14–52–3 (5.38 AC) TRACT 4 – PARCEL ID: 28–37–14–52–4 (6.84 AC) TRACT 5 – PARCEL ID: 28–37–14–53–5 (6.78 AC) TRACT 6 – PARCEL ID: 28–37–14–53–6 (5.56 AC)
TAX DISTRICT:	34U0 – PALM BAY
EXISTING ZONING:	PUD
FUTURE LAND USE:	MULTI–FAMILY RESIDENTIAL
PROJECT AREA:	24.56 ACRES ±
NUMBER OF BUILDINGS:	27 TOTAL
NUMBER OF UNITS:	7 (6 UNIT) + 20 (8 UNIT) = 202 TOTAL
UNIT TYPE:	ALL UNITS – 3 BEDROOM/2 BATH
MAXIMUM BUILDING HEIGHT:	35'
PROPOSED BUILDING HEIGHT:	29'–2"

TRACT TABLE

TRACT ID	AREA (ACRES)	TRACT USE	OWNERSHIP AND MAINTENANCE ENTITY
TRACT LS 1	0.09	LIFT STATION	CITY OF PALM BAY
TRACT OST 1	0.53	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 2	0.40	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 3	0.11	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 4	0.06	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 5	0.68	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 6	0.15	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 7	0.40	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 8	0.06	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 9	0.11	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 10	0.11	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 11	0.85	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 12	0.06	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT OST 13	0.31	OPEN SPACE	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT REC 1	0.28	RECREATIONAL	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT RW 1	1.45	PRIVATE RIGHT OF WAY	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT RW 2	1.45	PRIVATE RIGHT OF WAY	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT RW 3	1.15	PRIVATE RIGHT OF WAY	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT SMT 1	4.00	STORWATER MANAGEMENT	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT SMT 2	0.84	STORWATER MANAGEMENT	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT SMT 3	1.06	STORWATER MANAGEMENT	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS
TRACT SMT 4	0.93	STORWATER MANAGEMENT	LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EASE ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). BASIS OF BEARING IS THE EAST RIGHT OF WAY LINE OF LIPSCOMB STREET BEING N01°01'20"E AS SHOWN.
2. THERE IS 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG ALL FRONT LOT AND TRACT LINES ADJACENT TO ALL RIGHT OF WAY LINE FOR THE PERPETUAL USE OF THE PUBLIC UTILITIES.
3. TRACTS SMT 1, SMT 2, SMT 3 AND SMT 4, BEING STORMWATER MANAGEMENT TRACTS ARE TO BE OWNED AND MAINTAINED BY THE LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC. SAID TRACTS ARE SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT IN FAVOR OF THE CITY OF PALM BAY, FLORIDA.
4. TRACTS OST 1, OST 2, OST 3, OST 4, OST 5, OST 6, OST 7, OST 8, OST 9, OST 10, OST 11, OST 12 AND OST 13 BEING OPEN SPACE TRACTS ARE TO BE OWNED AND MAINTAINED BY LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
5. TRACT REC 1, BEING A RECREATIONAL TRACT IS TO BE OWNED AND MAINTAINED BY LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
6. TRACTS RW 1, RW 2 AND RW 3 ARE ROADS AND SHALL BE PRIVATE AND SHALL BE OWNED AND MAINTAINED BY LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS. AN INGRESS/EGRESS EASEMENT IS HEREBY DEDICATED TO THE CITY OF PALM BAY, FLORIDA FOR EMERGENCY VEHICLE ACCESS OVER AND ACROSS SAID TRACTS RW 1, RW 2 AND RW 3.
7. THERE IS HEREBY DEDICATED TO THE CITY OF PALM BAY, FLORIDA AN EASEMENT FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF A PUBLIC SANITARY SEWER LINE AND ASSOCIATED FACILITIES OVER AND ACROSS TRACTS RW 1, RW 2 AND RW 3.
8. THERE IS HEREBY DEDICATED TO THE CITY OF PALM BAY, FLORIDA AN EASEMENT FOR THE PURPOSES OF INSTALLATION, MAINTENANCE, ACCESS AND REPAIR OF A PUBLIC POTABLE WATER LINE AND ASSOCIATED FACILITIES OVER AND ACROSS TRACTS RW 1, RW 2 AND RW 3.
9. TRACTS RW 1, RW 2 AND RW 3 ARE HEREBY DEDICATED FOR PRIVATE USE AND AS A COMMON VEHICLE AND PEDESTRIAN WAY ACCESS EASEMENT FOR THE USE, MAINTENANCE, AND BENEFIT OF ALL LOTS WITHIN LIPSCOMB TOWNHOMES, AND FOR INGRESS AND EGRESS FROM EACH LOT TO THE ABUTTING PUBLIC STREETS.
10. THE CITY OF PALM BAY, FLORIDA, BREVARD COUNTY, FLORIDA, STATE OF FLORIDA AND THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA SHALL BE ALLOWED ACCESS ON TRACTS LS 1, OST 1, OST 2, OST 3, OST 4, OST 5, OST 6, OST 7, OST 8, OST 9, OST 10, OST 11, OST 12, OST 13, REC 1, RW 1, RW 2, RW 3, SMT 1, SMT 2, SMT 3 AND SMT 4,, PEDESTRIAN WAYS, EASEMENTS AND COMMON OPEN SPACE TO ENSURE AND PROVIDE THE POLICE AND FIRE PROTECTION OF THE AREA, AND TO CONTROL THE HEALTH AND SAFETY OF THE RESIDENTS AND GUESTS OF LIPSCOMB TOWNHOMES.
11. TRACT LS 1 IS HEREBY DEDICATED FOR THE INSTALLATION, CONSTRUCTION OPERATION, AND MAINTENANCE OF A SANITARY SEWER LIFT STATION, AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF PALM BAY, FLORIDA. LANDSCAPE AND IRRIGATION WITHIN TRACT LS 1 SHALL BE MAINTAINED BY THE LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC, ITS SUCCESSORS AND/OR ASSIGNS.
12. THE HOMEOWNERS ASSOCIATION SHALL HAVE THE PRIMARY MAINTENANCE RESPONSIBILITY FOR THE DRAINAGE FACILITIES CONSTRUCTED WITHIN THE PRIVATE EASEMENTS AND STORMWATER TRACTS, HEREIN GRANTED. HOWEVER, THE CITY OF PALM BAY, FLORIDA SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE OR TO MAKE EMERGENCY REPARIS AS IT DEEDS NECESSARY OR DESIRABLE, AT THE EXPENSE OF THE HOMEOWNERS' ASSOCIATION INC, THEIR SUCCESSORS, OR ASSIGNS.
13. ALL LOT LINES ALONG CURVES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.
14. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
15. LOT CORNERS SHOWN HEREON WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES.
16. HORIZONTAL COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS) DERIVED FROM LENGEMANN L–NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK.
17. STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATE TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.

LEGEND

CCR	CERTIFIED CORNER RECORD
℄	CENTERLINE
CHD.	CHORD LENGTH
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
ID.	IDENTIFICATION
LB	LICENSED BUSINESS
MB	MAP BOOK
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S).	PAGE(S)
P.I.	POINT OF INTERSECTION
P.R.C.	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.T.	POINT OF TANGENCY
R/W	RIGHT OF WAY
U.E.	UTILITY EASEMENT

⊡ DENOTES 4"x4x24"" CONCRETE MONUMENT "PRM LB 966"
○ DENOTES 1/2" IRON ROD W/CAP "LB 966"
◉ DENOTES NAIL AND DISK "PCP LB 966"

SHEET INDEX

SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL DETAIL
SHEETS 3–4	LOT AND TRACT DETAILS

ZONING INFORMATION

Existing Zoning PUD, Planned Unit Development

SURROUNDING ZONING
North LI, Light Industrial & Warehousing
East RMH, Residential Mobile Home
South LI, Light Industrial & Warehousing
West LDR (City of Melbourne)

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140
L.B. #966

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

PLAT BOOK:____ PAGE:_____
SHEET 1 OF 4
SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST

LIPSCOMB TOWNHOMES
DEDICATION

KNOW ALL BY THESE PRESENTS, THAT **PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY**, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THE PLAT, HEREBY DEDICATES TO THE CITY OF PALM BAY, FLORIDA AN INGRESS AND EGRESS OVER AND ACROSS TRACTS RW 1, RW 2 AND RW 3 FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE AND HEREBY DEDICATES TO PRIVATE UTILITY COMPANIES, FOR THEIR PERPETUAL USE AN EASEMENT OVER AND ACROSS SAID TRACTS RW 1, RW 2 AND RW 3 FOR THE ACCESS AND MAINTENANCE OF UTILITIES AS DESCRIBED IN PLAT NOTES. TRACT LS 1 IS HEREBY DEDICATED TO THE CITY OF PALM BAY, FLORIDA FOR THE INSTALLATION, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A SANITARY SEWER LIFT STATION. NO OTHER TRACTS OR EASEMENTS ARE DEDICATED OR GRANTED TO THE PUBLIC. ALL RIGHT OF WAY TRACTS ARE DEDICATED TO THE LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC. AND ALL MAINTENANCE RESPONSIBILITIES SHALL NOT BE THE CITY OF PALM BAY'S.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2023 A.D.

PULTE HOME COMPANY, LLC, a Michigan Limited Liability Company

By:
Print Name: Aaron Struckmeyer Director–Land Planning and Entitlements

WITNESSES:

....
Signature Signature

....
Print Name Print Name

STATE OF ..... COUNTY OF .....

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY Aaron Struckmeyer, AS Director–Land Planning and Entitlements of PULTE HOME COMPANY, LLC, a Michigan Limited Liability Company, SUCH PERSON [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC
NOTARY COMMISSION No. _____ NOTARY EXPIRATION _____

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF PALM BAY

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART I OF FLORIDA STATUTES.

Joseph N. Hale, Date
Professional Surveyor and Mapper No. 6366

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED IN SECTIONS 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST, WITHIN THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

.....
Richard D. Brown, P.S.M.
Dated ..... Registration No. .....5700.....
Professional Surveying Certificate of Authorization No. L.B. 966

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

CERTIFICATE OF APPROVAL BY MUNICIPALITY:

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THE CITY COUNCIL OF THE CITY OF PALM BAY, FLORIDA APPROVED THE FOREGOING PLAT.

ATTEST:

ROBERT MEDINA, MAYOR TERESE M. JONES, CITY CLERK

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2023 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA FILE NUMBER

PRINT NAME

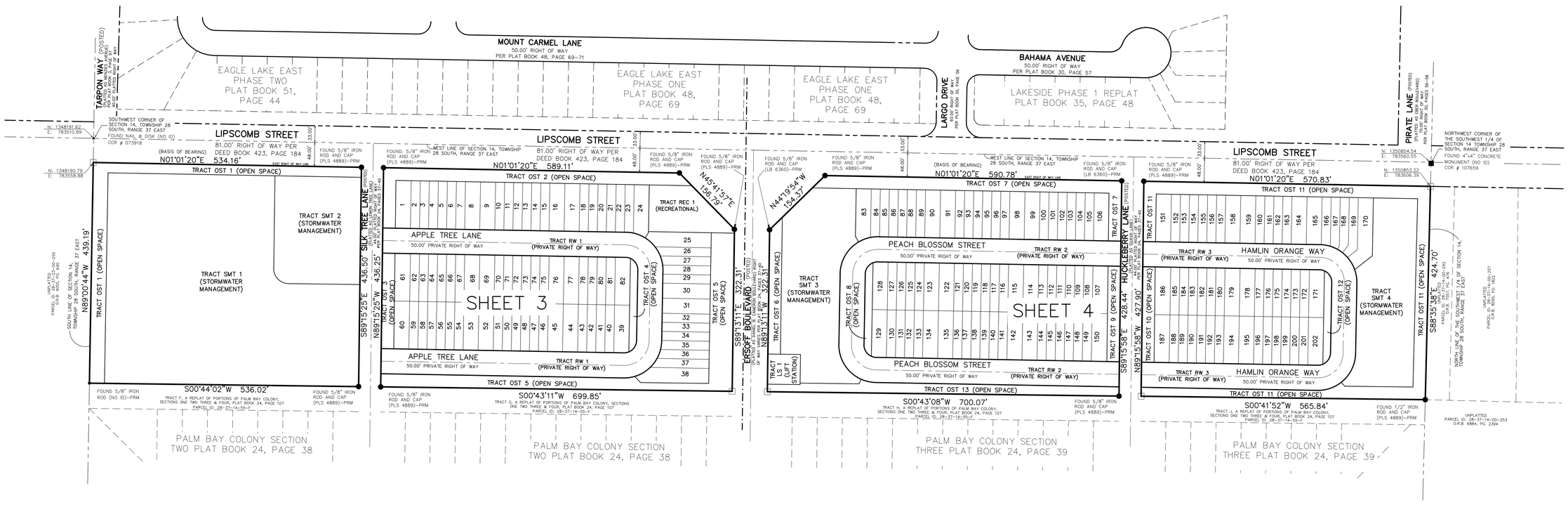
JOB #21–453

LIPSCOMB TOWNHOMES

A REPLAT OF TRACTS 3 AND 4, PALM BAY COLONY SECTION TWO
PLAT BOOK 24, PAGE 38
AND TRACTS 5 AND 6, PALM BAY COLONY SECTION THREE
PLAT BOOK 24, PAGES 39
SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

PLAT BOOK:_____ PAGE:_____
SHEET 2 OF 4
SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST

GRAPHIC SCALE
IN FEET
1 INCH = 100 FEET



JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140
LB 966

PLAT BOOK:____ PAGE:_____

SHEET 3 OF 4

SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST

LIPSCOMB TOWNHOMES

A REPLAT OF TRACTS 3 AND 4, PALM BAY COLONY SECTION TWO
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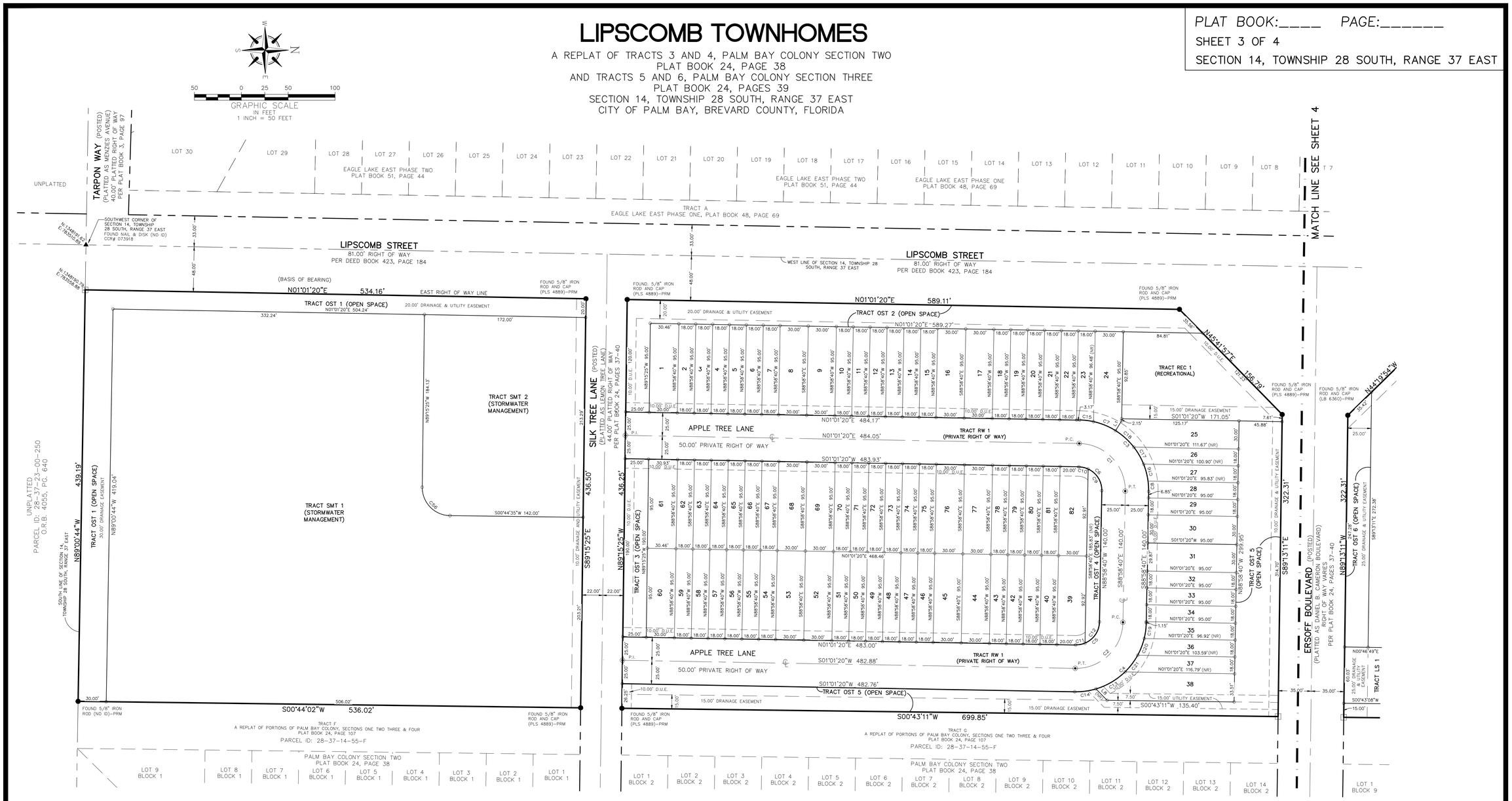


CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	50.00'	90°00'00"	78.54'	S46°01'20"W	70.71'
C2	50.00'	90°00'00"	78.54'	N43°58'40"W	70.71'
C3	75.00'	90°00'00"	117.81'	S46°01'20"W	106.07'
C4	75.00'	90°00'00"	117.81'	N43°58'40"W	106.07'
C5	25.00'	90°00'00"	39.27'	N43°58'40"W	35.36'
C6	25.00'	90°00'00"	39.27'	S46°01'20"W	35.36'
C7	75.00'	19°27'49"	25.48'	S22°09'33"W	25.36'
C8	75.00'	8°32'53"	11.19'	S86°44'54"W	11.18'
C9	25.00'	66°25'19"	28.98'	S57°48'41"W	27.39'
C10	25.00'	23°34'41"	10.29'	S12°48'41"W	10.22'
C11	25.00'	23°34'41"	10.29'	N10°46'00"W	10.22'
C12	25.00'	66°25'19"	28.98'	N55°46'00"W	27.39'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C13	75.00'	27°43'59"	36.30'	N30°18'23"W	35.95'
C14	75.00'	17°27'44"	22.86'	N07°42'32"W	22.77'
C15	75.00'	11°24'18"	14.93'	S06°43'29"W	14.90'
C16	75.00'	14°19'18"	18.75'	S75°18'48"W	18.70'
C17	75.00'	16°04'48"	21.05'	S60°06'45"W	20.98'
C18	75.00'	20°10'54"	26.42'	S41°58'54"W	26.28'
C19	75.00'	12°59'06"	17.00'	N82°29'07"W	16.96'
C20	75.00'	14°42'20"	19.25'	N68°38'24"W	19.20'
C21	75.00'	17°06'52"	22.40'	N52°43'48"W	22.32'
C56	30.00'	90°00'00"	47.12'	N45°44'35"E	42.43'

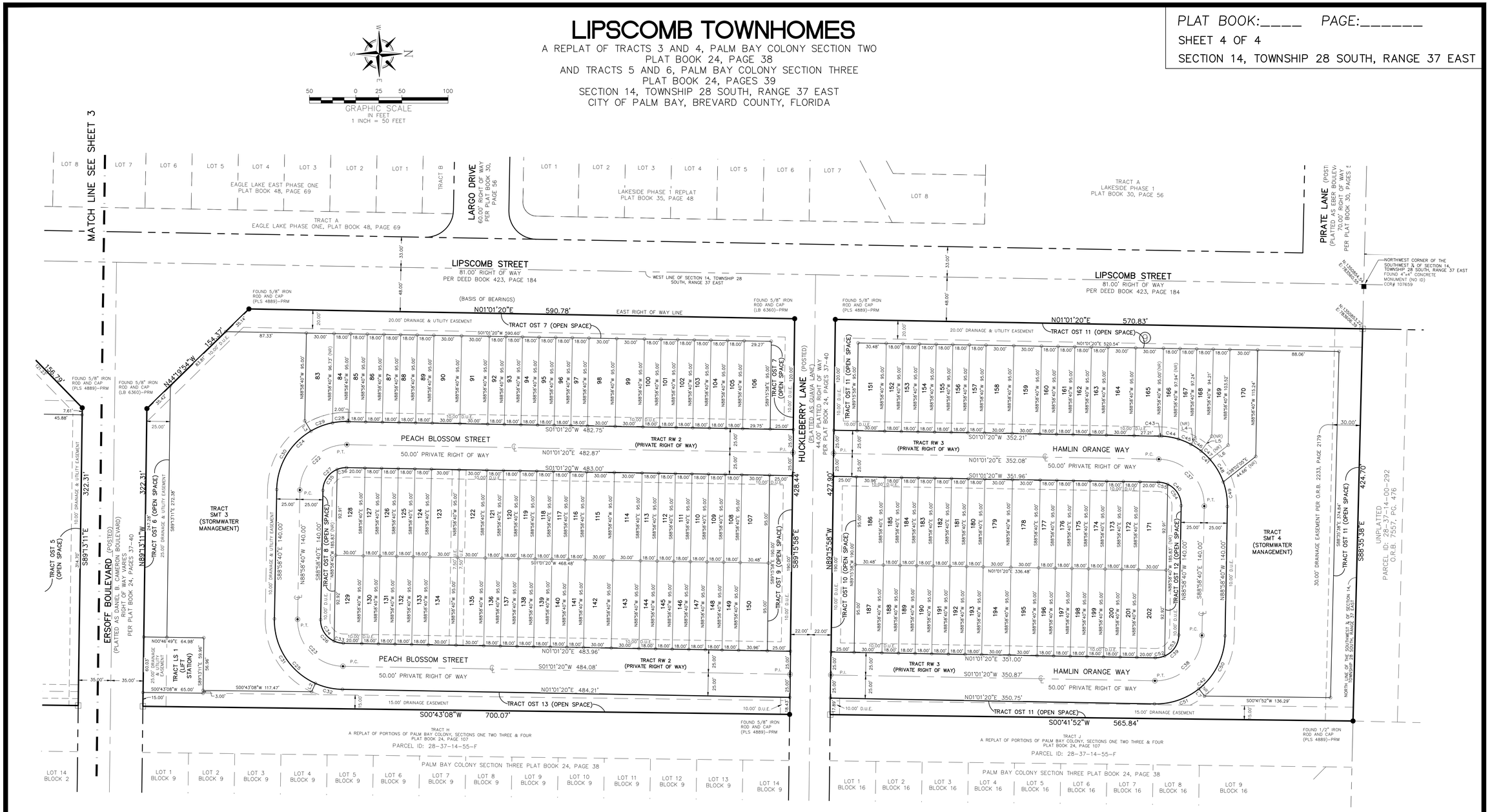
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S58°06'33"E	12.38'
L8	N45°43'11"E	17.02'

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140
LB 966

LIPSCOMB TOWNHOMES

A REPLAT OF TRACTS 3 AND 4, PALM BAY COLONY SECTION TWO
PLAT BOOK 24, PAGE 38
AND TRACTS 5 AND 6, PALM BAY COLONY SECTION THREE
PLAT BOOK 24, PAGES 39
SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

PLAT BOOK:_____ PAGE:_____
SHEET 4 OF 4
SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST


GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET
MATCH LINE SEE SHEET 3
LIPSCOMB STREET
81.00' RIGHT OF WAY
PER DEED BOOK 423, PAGE 184
LARGO DRIVE
60.00' RIGHT OF WAY
PER PLAT BOOK 30, PAGE 56
PIRATE LANE (POSTED)
(PLATTED AS EBER BOULEVARD)
60.00' RIGHT OF WAY
PER PLAT BOOK 30, PAGES
HUCKLEBERRY LANE (POSTED)
(PLATTED AS GUAVA LANE)
44.00' PLATTED RIGHT OF WAY
PER PLAT BOOK 24, PAGES 37-40
ERSOFF BOULEVARD (POSTED)
(PLATTED AS DANIEL B. CAMERON BOULEVARD)
RIGHT OF WAY VARIES
PER PLAT BOOK 24, PAGES 37-40
PEACH BLOSSOM STREET
50.00' PRIVATE RIGHT OF WAY
HAMLIN ORANGE WAY
50.00' PRIVATE RIGHT OF WAY
TRACT SMT 3 (STORMWATER MANAGEMENT)
TRACT SMT 4 (STORMWATER MANAGEMENT)
TRACT LS 1 (LIFT STATION)
TRACT OST 13 (OPEN SPACE)
TRACT H
A REPLAT OF PORTIONS OF PALM BAY COLONY, SECTIONS ONE TWO THREE & FOUR
PLAT BOOK 24, PAGE 107
PARCEL ID: 28-37-14-55-F
TRACT J
A REPLAT OF PORTIONS OF PALM BAY COLONY, SECTIONS ONE TWO THREE & FOUR
PLAT BOOK 24, PAGE 107
PARCEL ID: 28-37-14-55-F
PALM BAY COLONY SECTION THREE PLAT BOOK 24, PAGE 38
UNPLATTED
PARCEL ID: 28-37-14-00-292
O.R.B. 7557, PG. 476
NORTHWEST CORNER OF THE SOUTHWEST & QF SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST
FOUND 4"x4" CONCRETE MONUMENT (NO ID)
CCR# 107659
NORTH LINE OF THE SOUTHWEST & QF SECTION 14, TOWNSHIP 28 SOUTH, RANGE 37 EAST
30.00' DRAINAGE EASEMENT PER O.R.B. 2233, PAGE 2179
(BASIS OF BEARINGS)
N01°01'20"E 590.78'
N01°01'20"E 570.83'
S00°43'08"W 700.07'
S00°41'52"W 565.84'
S89°15'58"E
S88°35'38"E
N89°15'58"W
S89°13'11"E
N89°13'11"W
N44°19'54"W 154.37'
S00°43'08"W 117.47'
S00°41'52"W 136.29'
N01°01'20"E 484.21'
N01°01'20"E 483.96'
N01°01'20"E 482.87'
N01°01'20"E 352.08'
N01°01'20"E 351.00'
N01°01'20"E 350.75'
S01°01'20"W 482.75'
S01°01'20"W 483.00'
S01°01'20"W 484.08'
S01°01'20"W 468.48'
S01°01'20"W 352.21'
S01°01'20"W 351.96'
S01°01'20"W 350.87'
N01°01'20"E 336.48'
N01°01'20"E 520.54'
S00°43'08"W 65.00'
N00°46'49"E 64.98'
S89°33'11"E 272.38'
S89°33'11"E 59.96'
S89°33'11"E 374.44'
S00°43'08"W 96.73' (NR)
S00°43'08"W 185.83' (NR)
S00°43'08"W 97.24' (NR)
S00°43'08"W 103.52'
S00°43'08"W 115.24'
S00°43'08"W 94.21'
S00°43'08"W 97.24'
S00°43'08"W 95.00' (NR)
S00°43'08"W 103.52'
S00°43'08"W 27.21'
S00°43'08"W 44.66' (NR)
S00°43'08"W 95.00'
S89°15'58"W 95.00'
S89°15'58"W 95.00'
S89°15'58

PREPARED BY AND RETURN TO:

James G. Kattelmann, Esq.
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Post Office Box 2809
Orlando, FL 32802-2809

COMMUNITY DECLARATION FOR LIPSCOMB TOWNHOMES (A TOWNHOME COMMUNITY)

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COMMUNITY DECLARATION
FOR
LIPSCOMB TOWNHOMES

THIS COMMUNITY DECLARATION FOR LIPSCOMB TOWNHOMES (this "**Declaration**") is made this _____ day of _____, 2022, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida (the "**Declarant**") and joined in by LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

R E C I T A L S

A. Declarant is the owner of the real property located in the City of Palm Bay, Brevard County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**LIPSCOMB TOWNHOMES**").

B. Declarant hereby desires to subject LIPSCOMB TOWNHOMES and all right, title and interest of Declarant in LIPSCOMB TOWNHOMES to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising LIPSCOMB TOWNHOMES, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Declarant hereby declares that every portion of LIPSCOMB TOWNHOMES is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**Access and Maintenance Easement**" shall mean any easement in LIPSCOMB TOWNHOMES dedicated, granted or reserved for access, maintenance or similar purposes on the Plat or by other recorded instrument.

"**ARC**" shall mean the Architectural Review Committee for LIPSCOMB TOWNHOMES established pursuant to Section 19.1 hereof.

"**Architectural Guidelines**" shall mean the architectural guidelines, specifications and/or other standards, if any, set forth in this Declaration, or separately established by the Declarant or the ARC pursuant to Section 19.5 hereof.

"**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

"**Association Indemnified Parties"** shall mean the Association and its officers, directors, managers, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**Association Walls/Fences**" and "**Association Wall/Fence Easement**" shall have the meanings set forth in Section 10.9 hereof.

"**Board**" shall mean the Board of Directors of the Association.

"**Builder**" means any person or entity, including Declarant, who purchases or owns one (1) or more Lots for the purpose of constructing a Home for later sale to consumers in the ordinary course of such person's or entity's business.

"**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof as amended from time to time.

"**City**" shall mean the City of Palm Bay, Florida.

"**Common Areas**" shall mean all real property interests and personalty within LIPSCOMB TOWNHOMES designated as Common Areas from time to time by the Declarant, by this Declaration, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within LIPSCOMB TOWNHOMES. The Common Areas shall include the Surface Water Management System and may include, without limitation, the Recreational Facilities, Private Drainage Easements, Access and Maintenance Easements, Drainage Swale Easements, entrance features and signs, community monitoring systems, buffer or landscaped areas, open space areas, internal buffers, Association Walls/Fences, internal fences, easement areas owned by others, public rights of way, Retention Areas, irrigation facilities, sidewalks, streetlights and commonly used utility facilities. Additional terms and conditions with respect to Common Areas are set forth in Section 9 below. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS OR RECREATIONAL FACILITIES TO BE CONSTRUCTED BY DECLARANT OR TO BE OWNED OR OPERATED BY THE

ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

"**Community Completion Date**" shall mean the date upon which all Homes in LIPSCOMB TOWNHOMES, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

"**Conditions of Approval**" shall have the meaning set forth in Section 12.36 hereof.

"**Contractors**" shall have the meaning set forth in Section 19.12.2 hereof.

"**County**" shall mean Brevard County, Florida.

"**Declaration**" shall mean this COMMUNITY DECLARATION FOR LIPSCOMB TOWNHOMES, together with all amendments and modifications thereof and Supplements thereto.

"**Declarant**" shall mean PULTE HOME COMPANY, LLC, a Michigan limited liability company (the "**Declarant**"), or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights or shall be responsible for those obligations of Declarant assigned to it. Additionally any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

"**Declarant Indemnified Parties**" shall mean the Declarant and its officers, directors, partners, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**Drainage Swale**" and "**Drainage Swale Easement**" shall have the meanings set forth in Section 15.14 hereof.

"**Electronic Transmission**" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those Members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a Member to receive notice by Electronic Transmission shall be revocable by the Member only by written notice to the Board.

"**Enclosed Area"** shall have the meaning set forth in Section 10.3.1 hereof.

"**End Townhome**" shall mean a Townhome at the end of a Townhome Block that is attached to another Townhome by common Party Wall on one side and is detached on the other side.

"**End Townhome Lot**" shall mean a Lot at the end of a Townhome Block upon which is constructed an End Townhome.

"**Future Development Tract"** shall have the meaning set forth in Section 5.5 hereof.

"**Governing Documents**" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Architectural Guidelines, and any applicable Supplemental Declaration all as amended from time to time.

"**Home**" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within LIPSCOMB TOWNHOMES. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Immediate Family Members**" shall mean the spouse of the Owner or Lessee and all unmarried children of the Owner or the Owner's spouse or the Lessee or the Lessee's Spouse who are residents in the Home. The Owners or Lessees may designate a total of one (1) other person who is living with such Owners or Lessees in the Home in addition to children of the Owners or Lessees as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner or Lessee within the Home.

"**Indemnified Parties"** shall mean the Declarant Indemnified Parties and the Association Indemnified Parties.

"**Individual Assessments**" shall have the meaning set forth in Section 17.2.6 hereof.

"**Initial Contribution**" shall have the meaning set forth in Section 17.11 hereof.

"**Installment Assessments**" shall have the meaning set forth in Section 17.2.1 hereof.

"**Interior Townhome**" shall mean a Townhome that is in the interior of a Townhome Block that is attached to another Townhome by common Party Wall on both sides. For purposes of clarification, a Townhomes that is not defined as an End Townhome, shall be deemed an Interior Townhome.

"**Interior Townhome Lot**" shall mean a Lot that is in the interior of a Townhome Block upon which is constructed an Interior Townhome.

"Internal Air Conditioner Unit" shall mean the internal air conditioner unit located within each Townhome.

"Lease Agreement" shall have the meaning set forth in Section 12.24 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"**Lessee**" shall mean the lessee named in any Lease Agreement with respect to a Home who is legally entitled to possession of any Home within LIPSCOMB TOWNHOMES.

"**LIPSCOMB TOWNHOMES**" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"**Lot**" shall mean any platted lot that is within LIPSCOMB TOWNHOMES. The term "Lot" also includes any interest in land, improvements, or other property appurtenant to the Lot, including without limitation a Home.

"**Manager**" shall have the meaning set forth in Section 21.6 hereof.

"**Master Plan**" shall mean collectively any full or partial concept plan for the development of LIPSCOMB TOWNHOMES, as it exists as of the date of recording this Declaration, as same may be amended from time to time by Declarant, in its sole discretion, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of LIPSCOMB TOWNHOMES, as Declarant reserves the right to amend all or part of the Master Plan from time to time.

"**Membership**" shall mean the status of Owners and Declarant as Members of the Association.

"**Mortgagee**" shall mean the holder, including Lenders, of a mortgage encumbering a Lot or Home.

"**Operating Expenses**" shall mean all costs and expenses of the Association. Operating Expenses may include, without limitation, all costs of ownership, operation, and administration of the Common Areas, including the Surface Water Management System, and Recreational Facilities; all community lighting including up-lighting and entrance lighting, all amounts payable in connection with any private street lighting agreement between Association and a public utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners, if applicable; private garbage and trash pickup for all Owners through a bulk contract billed to the Association, if applicable,; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations of the Association hereunder, or as determined to be part of the Operating Expenses by the Association. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this

Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

"**Owner" or "Member"** shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include Declarant, even after the Turnover Date.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

"**Party Wall**" shall have the meaning set forth in Section 11.8 hereof.

"**Permit**" shall collectively mean Permit No. _____, as amended or modified, issued by SJRWMD, a copy of which is attached hereto as **Exhibit 4**, as amended from time to time. The registered agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association.

"**Person**" shall mean an individual, a corporation, a partnership, business trust, estate, a trustee, association, limited liability company, limited liability partnership, joint venture, government subdivision or agency, or any other legal or commercial entity.

"**Plat**" shall mean any plat of any portion of LIPSCOMB TOWNHOMES filed in the Public Records, from time to time. This definition shall be automatically amended to include the plat of any additional phase of LIPSCOMB TOWNHOMES, as such phase is added to this Declaration, or any replat of any portion of LIPSCOMB TOWNHOMES.

"**Private Drainage Easements**" shall have the meaning set forth in Section 25.1 hereof.

"**Public Records**" shall mean the Public Records of Brevard County, Florida.

"**Recreational Facilities**" shall have the meaning set forth in Section 9.2 hereof.

"**Reserves**" shall have the meaning set forth in Section 17.2.5 hereof.

"**Retention Areas" or "Retention Systems"** shall be the portion of the Surface Water Management System designed to retain or retain water, including stormwater on a temporary basis. The Retention Areas for LIPSCOMB TOWNHOMES may include, without limitation, ponds, lakes, rivers, streams, culverts, canals, wetland areas and similar areas designed or intended to retain or detain water as part of the Surface Water Management System.

"**Rules and Regulations**" shall mean the Rules and Regulations governing LIPSCOMB TOWNHOMES as adopted by the Declarant prior to Turnover, or by the Board thereafter, from time to time. The Rules and Regulations may be incorporated in the Architectural Guidelines or may be adopted separately by the Declarant or the Board, as applicable, subject to the terms of this Declaration. All Use Restrictions set forth in Section 12 of this Declaration shall constitute Rules and Regulations.

"**SJRWMD**" shall mean the St. Johns River Water Management District.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 17.2.3 hereof.

"**Supplemental Declaration**" shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, creates additional classes of Members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of Membership for the Owners of any additional property made subject to this Declaration pursuant to Section 5.1, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

"**Surface Water Management System**" or "**SWMS**" or "**Stormwater Management System**" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. The SWMS is comprised of a collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes, without limitation, exfiltration trenches, mitigation areas, lakes, Retention Areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, ponds, swales, wetlands and any associated buffer areas, wetland mitigation areas, water control structures, inlets, floodplain compensation areas, canals, drainage maintenance easements and those works defined in Section 373.403, Florida Statutes. The LIPSCOMB TOWNHOMES Stormwater Management System includes those works authorized by SJRWMD pursuant to the Permit and is referenced and more particularly described in the Plat. The Stormwater Management System shall be Common Area and Association shall be responsible for assessing and collecting fees or Assessments for the operation and maintenance of the Stormwater Management System.

"**Telecommunications Provider**" shall mean any party contracting with the Association or any Owners to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

"**Telecommunications Services**" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Telecommunications Systems" shall mean the systems and facilities through which a Telecommunications Provider provides Telecommunications Services.

"**Title Documents**" shall have the meaning set forth in Section 24.8 hereof.

Townhome" shall mean any Home constructed on a Lot which is attached to one or two other Homes by a common Party Wall.

"Townhome Air Conditioner Lines" shall mean the lines (i) extending electrical service to each Townhome Air Conditioner Unit from the Townhome serviced by such Townhome Air Conditioner Unit, (ii) transmitting chilled air from the Townhome Air Conditioner Unit to the Internal Air Conditioner Unit in the Townhome serviced by such Townhome Air Conditioner Unit and (iii) transmitting drainage from the Internal Air Conditioner Unit to a point of discharge which may be located on the Townhome Lot containing the Internal Air Conditioner Unit or on the End Townhome Lot or within a Common Area with such lines, to the extent they are located within a Common Area or a Townhome Lot other than the Townhome Lot containing the Internal Air Conditioner Unit, shall be located pursuant to the easement granted in Section 15.13 of this Declaration and set forth on the Plat through conduits for such electrical lines, chilled air lines and drainage lines installed on the End Townhome Lot, another Townhome Lot within the Townhome Block, underneath the building slabs for or elsewhere within the Townhomes within the Townhome Block or within a Common Area.

"**Townhome Air Conditioner Units**" shall mean the external air conditioner units servicing the Townhomes in a Townhome Block which may be installed in whole or in part on (i) the Townhome Lot containing the Townhome serviced by such Townhome Air Conditioner Unit or (ii) the End Townhome Lot on the Townhome Block or within an adjacent Common Area pursuant to the easement granted in Section 15.13 of this Declaration.

"Townhome Block" shall mean a row of Townhomes that are attached to one another by common Party Walls with an End Townhome on each end.

"**Townhome Insurance Policy**" shall have the meaning set forth in Section 14.2 hereof.

"**Townhome Lots"** shall mean Lots and which a Townhome has been constructed. Unless specifically provided otherwise, all references to Lots in this Declaration shall be deemed a reference to Townhome Lots.

"**Townhome Owner's Policy**" shall have the meaning set forth in Section 14.2.16 hereof.

"**Townhome Utility Facilities**" shall mean electrical meters and portions of the Telecommunications System servicing all or part of a Townhome Block installed on an End Townhome, an End Townhome Lot or within an adjacent Common Area pursuant to the easement granted in Section 15.10 of this Declaration.

Townhome Utility Lines" shall mean the lines extending electrical service or Telecommunications Services to a Townhome Block pursuant to the easement granted in Section 15.10 of this Declaration extending (i) from a platted utility easement or right of way to a Common Area or End Townhome Lot (ii) across the Common Areas and/or an End Townhome Lot to the Townhome Utility Facilities on the End Townhome Lot and (iii) from the Townhome Utility Facilities on the End Townhome Lot to some or all of the Townhomes within the Townhome Block,

through conduits for Townhome Utility Lines installed underground on the End Townhome Lot or underneath the building slabs for the Townhomes within the Townhome Block.

"**Tract**" shall mean and refer to any parcel, tract, unit or other subdivision of real property within LIPSCOMB TOWNHOMES that is not contemplated to be improved with the construction of a Home.

"**Turnover**" shall have the meaning set forth in Section 7.3.1.2 hereof.

"**Turnover Date**" shall mean the date on which Turnover (the transition of control of the Association from Declarant to Owners) occurs.

"**Use Fees**" shall have the meaning set forth in Section 17.2.4 hereof.

"**Use Restrictions**" shall mean the restrictions on the development, use and occupancy of LIPSCOMB TOWNHOMES set forth in or adopted pursuant to this Declaration, including, without limitation Section 12 hereof.

"**Voting Interest**" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within LIPSCOMB TOWNHOMES, which shall include the voting interests of the Declarant.

3. Plan of Development.

3.1 Plan. The planning process for LIPSCOMB TOWNHOMES is an ever-evolving one and must remain flexible in order to be responsive to and accommodate the needs of the community. Subject to the Title Documents and obtaining all required permits and approvals for same from the City, Declarant may and has the right to develop LIPSCOMB TOWNHOMES and any adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, and other forms of residential dwellings. The existence at any point in time of walls, entrance features, landscape screens, or berms or other improvements or facilities (including Recreational Facilities) is not a guaranty or promise that such items will remain or form part of LIPSCOMB TOWNHOMES as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for LIPSCOMB TOWNHOMES that may be supplemented by additional covenants, restrictions and easements applicable to particular areas within LIPSCOMB TOWNHOMES subject to the terms and conditions of this Declaration. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of LIPSCOMB TOWNHOMES from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, Lessees, Immediate Family Members and to all occupants of Homes, as well as their respective guests and invitees. Any Lease Agreement for a Home within LIPSCOMB TOWNHOMES shall provide that the Lessee and all

occupants of the leased Home shall be bound by and comply with the terms of the Governing Documents. Specific requirements for Lessees and tenants are set forth in this Declaration.

4. Amendment.

4.1 Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration regarding the specific rights and obligations of Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any amendment to this Declaration by any governmental entity or governmental agency having jurisdiction over LIPSCOMB TOWNHOMES is required by applicable law or governmental regulation or land use or development condition of approval affecting LIPSCOMB TOWNHOMES for any amendment to this Declaration, then the prior written consent of such governmental entity or governmental agency must also be obtained. All amendments affecting the SWMS must comply with Section 25.2 which benefits SJRWMD pursuant to the Permit. No amendment shall be effective until it is recorded in the Public Records. No amendment to this Declaration which conflicts with the any land use approvals or permits granted by the City or which conflicts with the Code of Ordinances or Uniform Land Development Code of the City shall be approved or effective.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents, except as expressly provided by applicable law as it exists on the date this Declaration is recorded.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as expressly limited by applicable law as it exists on the date this Declaration is recorded or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of LIPSCOMB TOWNHOMES; (ii) additions or deletions from LIPSCOMB TOWNHOMES and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the Use Restrictions for Homes. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not materially and adversely impact the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment, which can be withheld in Declarant's sole discretion. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, any Lender or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, any Lender or any other party shall be required or necessary to any such amendments by the Board.

5. Annexation, Withdrawal and Future Development Tracts.

5.1 Annexation by Declarant. Up to the date that is five (5) years after the Community Completion Date, additional lands may be made part of LIPSCOMB TOWNHOMES by Declarant and the addition of such lands shall automatically extend the Community Completion Date to allow the development of same. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party other than the owners of such lands (including, but not limited to, the Association, Owners or any Lenders), except as provided herein. Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of LIPSCOMB TOWNHOMES at the time of execution and recordation of this Declaration. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to LIPSCOMB TOWNHOMES.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any) required for same and the joinder of the owner of the annexed lands, additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, Declarant may withdraw any portions of LIPSCOMB TOWNHOMES (or any additions thereto) from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records which amendment shall require the joinder and consent of the owner of record title to such lands being withdrawn if other than Declarant. The right of Declarant to withdraw portions of LIPSCOMB TOWNHOMES shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except as provided above, the withdrawal of any portion of LIPSCOMB TOWNHOMES shall not require the consent or joinder of any other party (including without limitation, the Association, Owners, or any Lenders). Association shall have no right to withdraw land from LIPSCOMB TOWNHOMES.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

5.5 Future Development Tracts. The Plat may from time to time include Parcels designated as Future Development Tracts or similar term indicating that such Parcels are set aside for future development (each a "**Future Development Tract**"). At Declarant's sole discretion, prior to the Community Completion Date, all or any portion of any Future Development Tract may be replatted into Lots or Common Areas, withdrawn from the provisions and applicability of this Declaration or dedicated to the City or any other governmental agency. Upon replatting of such Future Development Tract into Lots or Common Areas, such Parcels shall automatically convert to and be treated as Lots and Common Areas, respectively, under this Declaration for all purposes without the need for (i) recordation of a Supplemental Declaration or Amendment to this Declaration to confirm or effect same or (ii) the joinder and consent of the Association or any Owners to same. Future Development Tracts shall not be subject to Assessments as provided under Section 17 until same have been platted into Lots.

6. Dissolution.

6.1 Generally. In event of dissolution of the Association, the SWMS shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), who has the powers listed in section 12.3.4(b)1. through 8., the covenants and restrictions required in section 12.3.4(c)1. through 9., and the ability to accept responsibility for the operation and maintenance of the SWMS described in section 12.3.4(d)1. or 2., all of SJRWMD's Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental). In addition to and not in place of the preceding sentence, in the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, LIPSCOMB TOWNHOMES and each Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of LIPSCOMB TOWNHOMES that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Notwithstanding the preceding sentence, prior to any such termination of the Declaration, ownership of the portion of the SWMS owned by the Association, and the responsibility for the operation and maintenance of the SWMS must be transferred to and accepted by an entity in accordance with the rules and regulations of SJRWMD and any such transfer and acceptance must be approved in writing by SJRWMD. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or Lot, shall terminate the Owner's rights to use and enjoy the Common Areas and shall terminate such Owner's Membership in the Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing prior to the date of transfer.

7.3 Membership and Voting Rights.

7.3.1 In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner shall be a Member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to and may not be separated from the ownership of a Lot. Declarant rights with respect to Membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting Membership:

7.3.1.1 Class A Members. Class A Members shall be all Owners. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be Members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.1.2 Class B Members. Declarant shall be the Class B Member and shall be entitled to ten (10) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration or any Parcel designated as a Future Development Tract (or similar term) or set aside for future development under the Plat, Declarant shall be entitled to fifteen (15) votes per acre or fraction thereof contained within such Parcel owned by Declarant, until such time as the Parcel is platted into Lots, whereupon Declarant shall be entitled to ten (10) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of control and operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. At the Turnover meeting, Owners shall elect a majority of the Directors. No more than sixty (60) days and no less than fourteen (14) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.1.2.1 When ninety percent (90%) of the Lots ultimately planned for LIPSCOMB TOWNHOMES are conveyed to Owners; or

7.3.1.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; or

7.3.1.2.3 as otherwise required under the Florida Statutes.

7.3.1.3 Declarant Election of Director. Notwithstanding the foregoing, from and after Turnover, for so long as Declarant holds at least five percent (5%) of the total number of Lots planned for LIPSCOMB TOWNHOMES

out for sale, Declarant, at Declarant's sole option, may elect one (1) member of the Board. Nothing herein shall require Declarant to elect or place any members on the Board after Turnover.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of LIPSCOMB TOWNHOMES for various public purposes or for the provision of telecommunications systems, or to make any portions of LIPSCOMB TOWNHOMES part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of LIPSCOMB TOWNHOMES. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS (INCLUDING RECREATIONAL FACILITIES) OR TO MODIFY, RELOCATE OR ELIMINATE COMMON AREAS OR RECREATIONAL FACILITIES AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

9. Common Areas. Common Areas shall include, without limitation, (i) all Parcels or Tracts dedicated or conveyed to the Association by any Plat or by separate instrument recorded in the Public Records, (ii) all Private Drainage Easements, Association Wall/Fence Easements, Access and Maintenance Easements and Drainage Swale Easements, and (iii) all easements granted to the Association in the Plat, by this Declaration or by separate instrument, and such Parcels, Tracts and easements are hereby dedicated and granted to the Association.

9.1 Prior to Conveyance. Prior to the conveyance of the Common Areas to the Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without

interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be constructed by Declarant and owned and operated by the Association as part of LIPSCOMB TOWNHOMES. Declarant, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

9.2 Construction of Common Area Improvements. Declarant may construct, at its sole cost and expense, certain improvements as part of the Common Areas as Declarant determines in its sole discretion, including, without limitation, passive parks, a pool and cabana (collectively, the "**Recreational Facilities**") for the use and benefit of Declarant, Owners, Lessees and their respective (as applicable) Immediate Family Members, guests and invitees as provided in and subject to the Governing Documents. Declarant shall be the sole judge of the composition of any Common Area improvements comprising the Recreational Facilities. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Area improvements (including Recreational Facilities) within LIPSCOMB TOWNHOMES, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas (including Recreational Facilities). Declarant is not obligated to, nor has it represented that it will construct any Common Area improvements or Recreational Facilities. Declarant is the sole judge of the Common Area improvements and Recreational Facilities, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property (e.g., furniture), color, textures, finishes or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Declarant.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat or in this Declaration, created in the form of easements, or conveyed to the Association by quitclaim deed or other instrument of conveyance as determined by the Declarant in its sole and absolute discretion. Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein, and Association shall, and does hereby, indemnify and hold Declarant and the Declarant Indemnified Parties harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such

dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits and development agreements from Declarant, or any other permittee, of any permit or development agreement required by a governmental agency in connection with the development or operation of LIPSCOMB TOWNHOMES, including, without limitation, the Permit, as same may be modified and/or amended. Association shall cooperate with Declarant, or any other permittee of such permits or party to such development agreements, as same may be modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits and development agreements to the Association and the Association's assumption of all obligations thereunder. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH COMMON AREAS PERSONAL PROPERTY, EQUIPMENT AND APPURTENANCES BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner granting access to their respective Lots.

9.4.2 Common Area Reservations. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs and public utilities, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of Declarant and its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 the terms and conditions of the Governing Documents and all other restrictions, easements, covenants and other matters of record; and

9.4.2.5 in the event that Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Once the Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and its agents to perform

inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association acknowledges and agrees that Association's failure to give the notice and/or otherwise comply with the provisions of this Section will irretrievably damage Declarant; and

9.4.2.6 a reservation of right in favor of Declarant (so long as Declarant owns any portion of LIPSCOMB TOWNHOMES) to require that Association re-convey all or a portion of the Common Areas by quitclaim deed in favor of Declarant in the event that such property is required to be owned by Declarant for any purpose, including without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, Association shall be deemed to have granted to Declarant an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation After Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, and subject to the approval rights of the SJRWMD and the City under Section 25.1.7 below with respect to Common Areas containing or affecting the SWMS, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, (a) the approval of a majority of the Board; and (b) the written consent of Declarant, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the Members.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved surfaces, including but not limited to driveways, parking areas, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for a periodic inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses of the Association. The Association shall determine periodically the parameters of the inspections to be performed, if any. Any fill, stabilization, patching, grading, or other maintenance work on such paved areas should be performed by a company licensed to perform the work and shall be an Operating Expense of the Association.

9.7 Delegation. Once conveyed to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management

services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Declarant, its affiliates and/or subsidiaries shall have the right and option to manage Association at all times prior to Turnover. Owners and Association acknowledge that it is fair and reasonable to have Declarant, its affiliates and/or subsidiaries manage the Association prior to Turnover. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. Except as provided herein, the Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members of the Association) entitled to use those portions of the Common Areas as provided in this Declaration subject to the Rules and Regulations applicable with respect to same. Prior to the Community Completion Date, Declarant, and thereafter, Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Water Levels and Water Quality in Retention Areas, Lakes and Water Bodies. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER QUALITY OR WATER LEVELS IN ANY OF THE RETENTION AREAS OR ANY LAKES, PONDS, CANALS, CREEKS, MARSH AREA OR OTHER WATER BODIES WITHIN, ADJACENT TO OR AROUND LIPSCOMB TOWNHOMES; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL BEAR ANY RESPONSIBILITY FOR OR BE OBLIGATED TO ATTEMPT TO ADJUST OR MODIFY SUCH WATER QUALITY OR WATER LEVELS SINCE SUCH WATER QUALITY AND WATER LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER, RAINFALL FLUCTUATIONS, SEDIMENTS AND CONSTITUENTS IN STORMWATER RUNOFF AND OTHER FACTORS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE

WATER QUALITY AND WATER LEVELS OF ALL SUCH RETENTION AREAS, LAKES, PONDS, CANALS, CREEKS, MARSH AREA OR OTHER WATER BODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER QUALITY OR WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT; AT TIMES WATER LEVELS MAY BE MUCH HIGHER THAN OTHER TIMES. DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION AREAS, LAKES, PONDS, CANALS, CREEKS, MARSH AREA OR OTHER WATER BODIES WITHIN, ADJACENT TO OR AROUND LIPSCOMB TOWNHOMES.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, (a) each Owner, for themselves, their Lessees and for the Immediate Family Members, guests and invitees of such Owner or their Lessees, and (b) each member of the general public accessing or using any Common Areas (regardless of whether such access or use is permitted under this Declaration or otherwise), accepts and assumes all risk and responsibility for noise, liability, injury, death or damage connected with use or occupancy of any portion of such Common Areas including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within LIPSCOMB TOWNHOMES; (v) illness, health or safety hazards resulting from contact with or ingestion of any plant life within any portion of LIPSCOMB TOWNHOMES, including thorns, conditions causing skin irritation, rashes or other illnesses, diseases or injuries resulting from contact with or ingestion of any such plant life; (vi) illnesses or injuries arising from use of the Common Areas, including the Recreational Facilities, or participation in any activities upon the Common Areas, including the Recreational Facilities, whether same are organized or conducted by the Declarant, the Association or otherwise; and (vii) design of any portion of LIPSCOMB TOWNHOMES. Each such person also expressly indemnifies and agrees to defend and hold harmless the Indemnified Parties from any and all losses, liabilities, costs, damages and expenses, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs before trial, at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, the Recreational Facilities and all Retention Areas, lakes, canals or areas adjacent to any water body, do so at their own risk. Nothing herein shall be deemed to grant any such Owner, Lessee, Immediate Family Member, guest, invitee or member of the general public any rights of access to or use of any such Retention Area, lake, canal or water body unless such right is expressly granted by this Declaration or the Association, and all such access and use shall be subject to the Rules and Regulations applicable with respect to same. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE

SUCH AS INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS AND FOXES AND HAZARDOUS PLANT LIFE. DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR PLANT LIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE OR HAZARDOUS PLANT LIFE. EACH OWNER OR LESSEES AND HIS OR HER IMMEDIATE FAMILY MEMBERS, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas and Retention Areas, lakes and canals within or adjacent to LIPSCOMB TOWNHOMES by Owners and Lessees, and their Immediate Family Members, guests, invitees, or agents. Should any Owner bring suit against Declarant, the Association or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against Declarant, the Association or such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees before trial, at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records unless required by law. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development of LIPSCOMB TOWNHOMES by Declarant or would adversely affect the interests of Declarant. Without limiting the foregoing, Declarant and its assigns, shall have the right, subject to obtaining any and all required permits and approvals from the City and/or any other appropriate governmental agencies having jurisdiction over same, to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within LIPSCOMB TOWNHOMES, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of LIPSCOMB TOWNHOMES), general office and construction operations within LIPSCOMB TOWNHOMES; (iii) place, erect or construct portable, temporary or accessory buildings or structures within LIPSCOMB TOWNHOMES for sales, construction, storage or other purposes up to the point of completion of development and sales for all Homes to be constructed in LIPSCOMB TOWNHOMES; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the

development or construction of any portion of LIPSCOMB TOWNHOMES; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas, or portions of LIPSCOMB TOWNHOMES, signs and other materials used in developing, constructing, selling or promoting the sale of any portion LIPSCOMB TOWNHOMES including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to LIPSCOMB TOWNHOMES by dredge or dragline, store fill within LIPSCOMB TOWNHOMES and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, LIPSCOMB TOWNHOMES and use and/or sell excess plants and trees, all of which shall be incidental to Declarant's development of LIPSCOMB TOWNHOMES and not a separate business operation; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising LIPSCOMB TOWNHOMES.

9.10 Lift Station. LIPSCOMB TOWNHOMES contains a sanitary sewer lift station (the "**Lift Station**") installed by Declarant and dedicated to the City. The Lift Station shall be operated, maintained, repaired and replaced by the City.

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by Declarant or Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Declarant controls Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of LIPSCOMB TOWNHOMES to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of City and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Driveway, Sidewalk and Walkway Replacement. In the event the City or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, sidewalk, walkway or other paved portion of a Lot, then the Owner of such driveway, sidewalk, walkway or other paved portion of a Lot shall be responsible to replace or repair such driveway, sidewalk, walkway or other paved portion of their Lot, at such Owner's expense, if such expenses are not paid for by the City. In the event an Owner does not comply with this Section 9.13, the Association may perform the necessary maintenance or replacement and charge the costs thereof

to the non-complying Owner as an Individual Assessment. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 9.13, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, before trial, at trial and upon appeal. Each Owner grants the Association an easement over their Lot for the purpose of ensuring compliance with the requirements of this Section 9.13.

9.14 Association's and Owners' Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant Indemnified Parties from and against any and all claims, suits, liabilities, losses, actions, causes of action, damages or expenses arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association, Owners, their Lessees, and their respective Immediate Family Members, guests and invitees, or members of the general public, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, before trial and all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

9.15 Site Plans and Plats. The Plat may identify some of the Common Areas within LIPSCOMB TOWNHOMES. The description of the Common Areas and any Recreational Facilities on the Plat is subject to change and the notes on the Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Declarant in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant, Owners with respect to the Common Areas and any Recreational Facilities.

9.16 Recreational Facilities.

9.16.1 General Restrictions. Each Owner, Lessee, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

9.16.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and legal guardians are responsible for the actions and safety of such minors and any damages to the Recreational Facilities caused by such minors. The Association may adopt reasonable rules and regulations from time to time governing minors' use of the Recreational Facilities, including without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities. Children under the age of twelve (12) shall be accompanied by an adult at all times during which such minor child is using the community pool. No children wearing diapers shall be permitted in the community pool.

9.16.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety, welfare and actions of such Owner, his or her Lessees, and their respective Immediate Family Members, guests and invitees, and the personal property of all of the foregoing, and each Owner shall not allow any such parties to damage the Recreational Facilities or interfere with the rights of other Owners and other parties permitted to use such Recreational Facilities hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including without limitation, purses, backpacks, wallets, phones, portable electronic devices, books, clothing, sports equipment or other items left in the Recreational Facilities.

9.16.1.3 Activities. Any Owner, Lessee Immediate Family Member, guest, invitee or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Lessee, and their respective Immediate Family Members, invitees or guests. No Owner may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason.

9.16.1.4 Guests and Invitees. Guests and invitees must be accompanied by an Owner, Lessee or Immediate Family Member at all times when making use of the Recreational Facilities.

9.16.2 Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

9.16.3 Indemnification of Indemnified Parties. By the use of the Recreational Facilities, each Owner, Lessee, Immediate Family Member, invitee and guest or any other party using the Recreational Facility agrees to and shall indemnify and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by such Owners, Lessees, and their respective Immediate Family Members, guests and invitees and/or from any act or omission of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

9.16.4 Attorney's Fees. Should any Owner, Lessee or Immediate Family Member, guest or invitee or bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner,

Lessee, and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.16.5 Basis For Suspension. The rights of an Owner, Lessee, Immediate Family Member, guest, invitee or other individual to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.16.5.1 such person is not an Owner or a Lessee or an Immediate Family Member or permitted guest of an Owner or Lessee;

9.16.5.2 the Owner, Lessee, Immediate Family Member, guest, invitee or other person for whom an Owner or Lessee is responsible violates one or more of the Association's Rules and Regulations;

9.16.5.3 an Owner, Lessee, Immediate Family Member and/or guest or invitee has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association; or

9.16.5.4 an Owner fails to pay Assessments due.

9.16.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Owner or Lessee (and/or Immediate Family Member) or prohibit an Owner or Lessee (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities for failure to pay Assessments due may be imposed immediately without prior notice and without a hearing. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities for any other reason shall be imposed after fourteen (14) days' notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association, and such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

10. Maintenance by the Association. The following provisions shall relate to all Lots and Homes within LIPSCOMB TOWNHOMES.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2 Lot and Home Maintenance. For Lots and Homes, the Association shall be responsible for the following maintenance:

10.2.1 painting of all exterior painted portions of any dwelling, including any garage, garage door, exterior doors, gutters, down spouts, shutters, soffit, fascia on the dwelling, and any Party Wall or fence erected along the Lot boundaries as part of the original construction on the Lots or any replacement thereof ("**Boundary Fences**");

10.2.2 at the Association's option (but without any obligation to provide same) pressure cleaning of driveways, exterior walkways, front steps, patios and other paved areas of the Lot;

10.2.3 repair and replacement of any Boundary Fences originally installed by Declarant;

10.2.4 at the Association's option (but without any obligation to provide same) termite treatment of all exterior walls and foundations of dwellings and garages provided that the Association shall not be liable if such treatment proves to be ineffective;

10.2.5 repair or replacement of any mail kiosk for the Townhomes originally installed by Declarant, whether on a Lot or in the Common Area. Notwithstanding the foregoing, the cost of replacement of any locks or keys shall be the sole responsibility of the Owner of the Lot allocated to the mailbox;

10.2.6 repair and replacement of all roofs (including shingles and roof decking, but not roof trusses, which shall be the responsibility of Owners) on Homes, including covered porches, installed as part of the original construction on the Lots. The installation of any apparatus on the roof of Homes or covered porches shall be prohibited except for satellite dishes if a rooftop location is the only location for proper reception and solar panels as approved by the ARC. In the event an Owner receives approval for any installation of a satellite dish or solar panels on the roof of their Home or covered porch, the Owner shall be responsible for any damages, including damage to any other Home, including roof leaks, resulting from such installation, and the cost of repairing same, if conducted by the Association, shall be an Individual Assessment against such Owner's Lot;

10.2.7 repair and replacement of all exterior lighting fixtures and shutters;

10.2.8 Maintenance of sidewalks, irrigation facilities, trees and landscaping (including irrigation of same) located in public rights of way adjacent to the Lots;

All of the items of maintenance to be conducted by the Association as set forth in items 10.2.1, 10.2.3, 10.2.5, 10.2.6, 10.2.7, and 10.2.8 above (i) shall be conducted exclusively by the Association and Owners shall have no right to conduct such maintenance, repair and replacement and (ii) shall be conducted at such times, in such manner and to such standards as are determined by the Board in its sole and exclusive discretion.

The costs and expenses of all the foregoing Lot and Home maintenance shall be an Operating Expense except where specified to be an Individual Assessment against Lots pursuant to Section 17.2.6 below

All other portions of the Lots and Homes, excluding landscaping and irrigation maintenance which shall be conducted by the Association pursuant to Section 10.3 below, shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot or Home, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot or Home).

10.3 Landscape Maintenance and Irrigation. The Association shall be responsible for the following maintenance and irrigation of landscaped areas within all Lots, all as an Operating Expense except where specified to be an Individual Assessment against Lots:

10.3.1 operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Lots (the "**Lot Irrigation System**") and installed on the Lots by Declarant as part of the initial construction on the Lots. The Association shall have no responsibility for operation, maintenance, repair or replacement for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Lot or for any such systems installed within any enclosed courtyard, screened in patio area or any other area not readily accessible from outside the dwelling (an "**Enclosed Area**"). The costs of operation, maintenance, repair and replacement of the Lot Irrigation System, including all electric, water and reclaimed water charges for same, shall be a general Operating Expense of the Association and shall not be a separate Individual Assessment against any of the Lots. The operation and maintenance of the Lot Irrigation System shall be under the exclusive control of the Association and any landscaping or irrigation contractor retained by the Association. No Owner, Lessee, Immediate Family Member or other guest or invitee shall attempt to program, tamper with, alter or modify any Lot Irrigation System or the spray field or hours of operation of any Lot Irrigation System. If any portion of an Owner's Lot Irrigation System is malfunctioning, such Owner or their Lessee shall promptly notify the Association with respect to same.

10.3.2 maintenance (including, mowing, weeding, fertilizing, edging, string trimming, blowing, watering, pruning and controlling disease and insects), of all lawns, trees and landscaping installed on the Lots as part of the initial construction on the Lots (the "**Lot Landscape Maintenance**"), specifically excluding landscaping located within any Enclosed Area (as defined below). Weeding, edging, mulching, string trimming and pruning shall be done on an as needed basis as determined by the Association. Weeding shall be done no more frequently than once a month unless determined otherwise by the

Association. Mulching shall be done no more frequently than once a year unless determined otherwise by the Association. Tree trimming will occur on an as needed basis as determined by the Association in the months of November through February, unless otherwise determined by the Association. Notwithstanding the foregoing, Owners, and not the Association or the Association's landscape maintenance contractor, shall be responsible for repair and restoration, including installation of fill and replacing landscaping as necessary, of any areas of the Lots in which landscaping, paved areas or any other improvements are washed out, subject to erosion or settling or otherwise damaged or altered as a result of discharge or runoff of water from rain, storms, pressure cleaning or other sources, including all runoff and discharges of water from Townhome roofs, gutters or downspouts or from any paved areas in and around such Lot. Owners may conduct weeding or install additional mulch of the same type as installed by the Association on their Lots with greater frequency than the Lot Landscape Maintenance conducted by the Association at the sole cost and expense of such Owners. Replacement of any landscaping on Lots or in the public rights of way adjacent to any Lots, including without limitation, trees, bushes, shrubs, plantings and sod, will be conducted on an as needed basis by the Association and the cost of same will be an Individual Assessment against such Lot pursuant to Section 17.2.6.

10.4 Roadways. All roadways within LIPSCOMB TOWNHOMES shall be public roadways and shall not be maintained by the Association. THE ROADWAYS WITHIN, ADJACENT OR IN PROXIMITY TO LIPSCOMB TOWNHOMES ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION AND DECLARANT HAVE NO CONTROL WITH REGARD TO (i) ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC; (ii) MAINTENANCE OF SUCH ROADWAYS BY THE CITY OR COUNTY OR (iii) ENFORCEMENT OF TRAFFIC CONTROL OR PARKING RESTRICTIONS WITH RESPECT TO SUCH ROADWAYS BY THE CITY OR COUNTY.

10.5 Adjoining Areas. Except as otherwise provided herein, the Association shall maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks, and landscape areas that are within the Common Areas. The Association shall have an easement for ingress and egress across Lots as necessary for access to any such areas that are not readily accessible to the Association through the Common Areas. Under no circumstances shall Association be responsible for maintaining any Enclosed Area unless such maintenance responsibility is expressly set forth in the Rules and Regulations adopted by the Board. Further, the Association may undertake maintenance of the landscaped areas within and adjoining Retention Areas that comprise the SWMS dedicated to the City by Plat, including, without limitation irrigation, planting, maintaining and trimming trees, plants, shrubs and other landscaping, mowing, mulch, installation of benches, sidewalks and walkways, installation, operation and repair of fountains and aquatic maintenance. The Association's right to maintain any portion of the SWMS dedicated to the City by Plat or otherwise, if any, shall be pursuant to a separate "Use Agreement" with the City. The cost of maintenance of any such areas shall be deemed part of the Operating Expenses.

10.6 Repair of Damage Caused by Owners. The expense of any maintenance, repair, construction or replacement of any portion of the Common Areas or damage to any landscaping or irrigation systems or other improvements located on Lots to be maintained by the Association necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas or Lots through or under an Owner, including Lessees, Immediate Family Members, guests and invitees, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas by such Owner or their Lessees without the prior written approval of the Association.

10.7 Right of Entry. Declarant and the Association are granted a perpetual and irrevocable easement over, under and across all of LIPSCOMB TOWNHOMES for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. The Association may establish Rules and Regulations to ensure that pets, minor children and any activities of Owners and Lessees on Lots, such as approved renovations or additions, do not interfere with operation and maintenance of the Lot Irrigation System or with the Lot Landscape Maintenance. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of LIPSCOMB TOWNHOMES if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.8 Maintenance of Property Owned by Others. Association shall, if designated by Declarant (or by the Association after the Community Completion Date) by amendment to this Declaration or any document of record, maintain vegetation, landscaping, wetlands, conservation areas, irrigation systems, community identification/features and/or other improvements, areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of LIPSCOMB TOWNHOMES. Such areas may abut, or be proximate to, LIPSCOMB TOWNHOMES, and may be owned by, or be dedicated to, others including, but not limited to, the City, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, mitigation areas, berm areas or median areas within the right-of-way of public streets, roads, wetlands, conservation areas, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. To the extent provided in any agreement between Declarant and Association for the maintenance of any lakes or ponds outside LIPSCOMB TOWNHOMES, the Association shall maintain the same and the costs thereof shall be paid by Owners as part of the Operating Expenses. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the Members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.9 Association Walls/Fences. The Declarant may install walls or fences, including a retaining wall, within any Common Area Tract, or any landscape, fence or wall easement (the "**Association Wall/Fence Easement**") within or adjacent to LIPSCOMB TOWNHOMES as set forth on the Plat or created pursuant to this Declaration or by separate easement instrument (the "**Association Walls/Fences**"). The Association at all times shall have the exclusive right to maintain, repair, replace any Association Walls/Fences within LIPSCOMB TOWNHOMES, including Association Walls/Fences located on or facing Lots; however, each Owner shall maintain the interior of any Association Walls/Fences or portion thereof located on or immediately adjacent to such Owner's Lot. Owners may install fences on their Lot which abut perpendicularly (or at such other angles as are consistent with the angles of intersection of the lot lines of such Owner's Lot with the Association Wall/Fence) against any Association Walls/Fences, but no such fence or any other improvements installed by any Owner may be affixed or attached to any Association Walls/Fences or otherwise located within an Association Wall/Fence Easement. In addition, the Association, in conducting any maintenance, repair or replacement of any Association Walls/Fences, shall not be responsible for any damage to or removal of any fences installed by any Owner or any landscaping or improvements located within the Association Wall/Fence Easement. No Owner may install or permit to grow any trees, shrubs or landscaping other than sod within any Association Wall/Fence Easement on their Lot or within five (5) feet of any Association Walls/Fences without approval of the ARC pursuant to Section 19 below. The Association may perform (and is hereby granted an easement of ingress and egress and temporary construction over all Lots as reasonably necessary to perform) any such maintenance, repairs or replacement of the Association Walls/Fences at the Board's discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Association Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Owners shall provide prompt written notice to the Association in the event any portion of any Association Wall/Fence is damaged or destroyed by the action of such Owner, its Lessees or Immediate Family Members or their respective guests and invitees, and shall promptly repair, replace and restore such Association Wall/Fence to its prior condition, failing which the Association may repair, replace or restore such Association Wall/Fence and all costs incurred by the Association in connection with same shall be an Individual Assessment against such Owner's Lot. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Association Walls/Fences, the Declarant neither commits to, nor shall hereby be obligated to, construct such Association Walls/Fences, provided, however, that Declarant shall install, and the Association shall maintain, all Association Walls/Fences, buffer walls or retaining walls as required by the City or under any other permit, approval or agreement applicable to LIPSCOMB TOWNHOMES.

10.10 Maintenance of Improvements and Landscaping within Adjacent Right-of-Way or Other City Property. The Association may undertake responsibility for the maintenance of improvements and maintenance and irrigation of landscaping located in the public right-of-way or other property dedicated to the City within or adjacent to any portion of LIPSCOMB TOWNHOMES, including, without limitation, any sidewalks, trees, landscaping, irrigation, hardscape, fountains, signage, entrance features, pavers, walls, lighting and electrical lines and systems. Such maintenance may include, but shall not be limited to, (a) maintenance and irrigation of landscaping of and maintenance of signage, lighting and entrance features within the right of way at the entrance to LIPSCOMB TOWNHOMES and (b) maintenance and irrigation of

landscaping within the unpaved portion of the rights of way adjacent to perimeter buffering in LIPSCOMB TOWNHOMES. The Association's right to maintain such improvements and landscaping shall be pursuant to a separate "Use Agreement" with the City. The cost associated with any such maintenance of improvements and maintenance and irrigation of landscaping within the public right-of-way and other City property within or adjacent to LIPSCOMB TOWNHOMES shall be deemed part of the Operating Expenses.

10.11 Sidewalks and Parking Spaces. The Association shall be responsible for the maintenance and repair of all sidewalks and parking spaces located within LIPSCOMB TOWNHOMES, however, in the event that the negligent or willful acts of any Owner, their Lessees, Immediately Family Members, guests or invitees caused damage to any sidewalk area or parking spaces, the Association may, but shall not be obligated to, repair same, and such Owner shall reimburse the Association, as applicable, for any expense incurred in repairing any damage to such sidewalk or parking spaces. In the event any Owner fails to reimburse the Association for any costs necessitated by such negligent or willful acts, the Association may subject the Owner to an Individual Assessment for such costs. Maintenance, repair and replacement of walkways located on any Lot, including walkways from the driveway to the Home, shall be the responsibility of the Lot Owner.

10.12 Water Body Slopes. The rear yard of some Lots adjacent to Retention Areas, ponds or lakes may contain water body slopes. Such water body slopes will be regulated and maintained by the Association, including regular mowing, maintenance, replacement and irrigation of sod and landscaping to prevent erosion of such water body slopes. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes.

11. Maintenance by Owners. Except for the maintenance of Lots and Homes provided in Sections 10.2 and 10.3 above and such other maintenance obligations and responsibilities of the Association expressly set forth in this Declaration, the Owner of each such Lot shall be responsible for the repair, replacement and maintenance of all other improvements and landscaping within any portion of the Lot, including, without limitation, maintenance of the elevation, grade and slope of the Lot, maintenance of the portion of the SWMS located on the Lot and repairing any damage to sidewalks, utilities or the SWMS resulting from any trees or landscaping on the Lot. Each Owner shall maintain his or her Lot and Home, including without limitation, all structural components, Owner Landscape Maintenance (as defined in Section 11.2 below), irrigation systems within Enclosed Areas, driveways, walkways, garage doors, and any other improvements comprising the Lot or Home in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of LIPSCOMB TOWNHOMES, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration including, without limitations, (a) Lot and Home maintenance to be conducted by the Association pursuant to Section 10.2 above and (b) Lot Landscape Maintenance and operation and maintenance of the Lot Irrigation System to be conducted by the Association pursuant to Section 10.3 above. In the event Lots and Homes are not maintained by the Owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner and recover all costs and expenses incurred by the Association in connection with same as an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below.

11.1 Right of Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of insuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the noncomplying Owner as an Individual Assessment. Without limiting the generality of the foregoing, in the event any Owner fails to maintain their Lot or Home in accordance with the requirements of the Governing Documents, including without limitation, this Section 11, the Association, after providing not less than ten (10) days written notice and an opportunity to cure such failure to such Owner, may, but shall not be obligated to, enter upon such Owner's Lot to conduct any such requirement maintenance and shall charge the costs thereof to the Owner as an Individual Assessment. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to enter upon an Owner's Lot to conduct any required maintenance or take such other action as required, in the sole judgment of the Association, to bring such Owner's Lot and Home into compliance with the Governing Documents without prior notice or opportunity to cure to such Owner in situations in which the Association determines, in its sole discretion, that immediate action is required to remedy or prevent a hazardous condition or to preserve the community standards of LIPSCOMB TOWNHOMES, and the Association shall charge the costs thereof to the Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, before trial, at trial and upon appeal.

11.2 Additional Landscaping. Owners shall be responsible for maintenance (including, mowing, fertilizing, watering, pruning, and replacing, and controlling disease and insects), of (i) all lawns, trees and landscaping on their Lot which were not installed as part of the initial construction on the Lot and (ii) landscaping located within any Enclosed Area consistent with the standards of the Association in conducting the Lot Landscape Maintenance (the "**Owner Landscape Maintenance**"). Nothing herein shall be deemed to authorize any Owner to install such additional landscaping except upon obtaining approval of same by the ARC pursuant to Section 19.8 hereinbelow. In the event an Owner fails to conduct Owner Landscape Maintenance consistent with the standards of the Association in conducting the Lot Landscape Maintenance, or in the event the Association elects to conduct some or all of the Owner Landscape Maintenance on behalf of an Owner, The Association may conduct such Owner Landscape Maintenance and such Owner shall be subject to an Individual Assessments for all costs of same pursuant to Section 17.2.6 hereinbelow.

11.3 Owner Modifications to Lots or Improvements. No sod, topsoil, tree or shrubbery shall be removed from LIPSCOMB TOWNHOMES and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the Association, in its sole discretion, considers detrimental or potentially detrimental to person or property. No additional landscaping or improvements may be installed on any Lot without ARC approval pursuant to Section 19 below. Owners who install additional landscaping or improvements to their Lot (including, without limitation, concrete or brick pavers), with or without the approval of the ARC, that result in any change in the flow and/or drainage of surface water or which require a modification of the Lot Irrigation System shall be responsible for all of the costs of drainage problems or required

modifications to the Lot Irrigation System resulting from such improvement or landscaping. Further, in the event that such Owner fails to pay for such required repairs or resolution of such drainage or Lot Irrigation System problems, such Owner agrees to reimburse the Association for all expenses incurred in (i) removing any improvements or landscaping not approved by the ARC, (ii) fixing such drainage problems including, without limitation, removing excess water and repairing or modifying the SWMS or (iii) modifying the Lot Irrigation System and shall be subject to an Individual Assessment for same.

11.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon the cleared portion of any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.5 Paved Surfaces. Each Owner shall be responsible to timely repair, maintain and/or replace the driveways, sidewalks, walkways and all other paved surfaces comprising part of a Lot except to the extent same is the express maintenance obligation of the Association under this Declaration. In the event the City, County or any of their subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, sidewalks, walkway or other paved surface of a Lot not required to be maintained by the Association for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot will be responsible to replace or repair such paved surfaces at such Owner's expense. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such paved surfaces in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant and Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, FOR AND ON BEHALF OF THEMSELVES, THEIR LESSEES AND THE IMMEDIATE FAMILY MEMBERS OF THEMSELVES AND THEIR LESSEES, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT AND THE INDEMNIFIED PARTIES FROM ANY AND LIABILITY RESULTING FROM SAME.

11.7 Sidewalks and Trees in Adjacent Rights of Way. The Association shall maintain the sidewalks within LIPSCOMB TOWNHOMES pursuant to Section 10.11 hereof. No tree installed by the Declarant in any right of way adjacent to an Owner's Lot shall be felled, removed,

or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing LIPSCOMB TOWNHOMES.

11.8 Party Walls. Each wall or fence, any part of which is placed on a dividing line between separate Lots as part of the original construction on the Lots, which is not maintained by the Association pursuant to Section 10.9 above shall constitute a "**Party Wall**." Each adjoining Owner's obligation with respect to Party Walls shall be determined by this Declaration, except as otherwise required by Florida law.

11.8.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Party Wall facing his Lot. Except as provided in this Section 11.8, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.8.2 Damage by One Owner. If a Party Wall is damaged or destroyed by the act of one adjoining Owner, their Lessees or their respective Immediate Family Members, guests, invitees, licensees or agents (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Party Wall to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

11.8.2.1 No Owner shall allow sprinklers or other water sources owned or operated by such Owner or their Lessee to spray or deliver water within one foot (1') of any Party Wall, excluding rainfall that falls directly on such area (i.e. an Owner or Lessee shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Party Wall);

11.8.2.2 No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Party Wall; and

The foregoing shall not be deemed to regulate or restrict the activities of the Association in (i) conducting Lot Landscape Maintenance or Owner Landscape Maintenance, (ii) operation of the Lot Irrigation System or (iii) maintaining and irrigating landscaping on Lots or Common Areas pursuant to the provisions of this Declaration.

11.8.3 Other Damage or Ordinary Wear and Tear. If a Party Wall is damaged or destroyed by any cause other than the act of one of the adjoining Owners, their Lessees or their respective Immediate Family Members, guests or invitees (or must be maintained or replaced as a result of ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair, maintain or replace the Party Wall to its prior condition, equally sharing the expense; provided, however, that if a Party Wall is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or their Lessees or their respective Immediate Family Members, guests or invitees) then in such event, the Owner of that particular Lot shall be

solely responsible for the cost of rebuilding or repairing the Party Wall and shall immediately repair the Party Wall to its prior condition.

11.8.4 Association Right to Repair. In the event that the Owner or Owners responsible for rebuilding, repairing, maintaining or replacing a Party Wall as provided above fail to conduct such required work with respect to the Party Wall, the Association may, but shall not be obligated to, conduct any or all such rebuilding, repairing, maintenance or replacement with respect to such Party Wall and the Owner or Owners originally responsible for same shall reimburse the Association for all costs and expenses incurred by the Association in connection with same, and shall be subject to an Individual Assessment against their Lot or Lots for all such costs and expenses.

11.8.5 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his Lot for the purpose of installations, alteration, or repairs to a Party Wall on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

11.8.6 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 11.8 shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.8.7 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Party Wall) the Party Wall, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

11.9 Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls are comprised in whole or in part of concrete block, framing, siding, hardy board or other finish material composed of or coated with stucco or cementitious coating (collectively, "**Stucco/Cementitious Finish**"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs

described in this Section 11.10, and they should be completed in a timely fashion to prevent any damage to the Home.

11.10 Home Termite Treatment. As provided in Section 10.2.4 of this Declaration, the Association, at its option may provide termite treatment of all exterior walls and foundations of dwellings and garages of Homes as part of the maintenance conducted by the Association pursuant to Section 10.2 above. In the event the Association elects to provide such termite treatment, Owners shall have no obligation to separately obtain termite treatment for their Homes. If the Association elects to not provide termite treatment for Homes, each Owner shall obtain and renew contracts for annual termite treatment of all exterior walls and foundations of the dwelling and garage of their Home ("**Home Termite Treatment**") at such Owner's sole cost and expense. Home Termite Treatment shall be obtained from a contractor licensed in the State of Florida and the City to provide such services. If Owners are required to obtain Home Termite Treatment, each Owner shall provide written evidence of such initial and annual Home Termite Treatment to the Association by deadlines established by the Association. In the event an Owner fails to obtain annual Home Termite Treatment in accordance with the requirements of this Section 11.10 and the Rules and Regulations of the Association with respect to same, the Association may, but shall not be obligated to, obtain such Home Termite Treatment for such Owner's Home and assess the cost of same, plus an administrative fee of fifteen percent (15%) as an Individual Assessment against such Owner's Lot. Notwithstanding the provision of Section 10.2.4, this Section 11.10, or any action on the part of the Association in monitoring or failing to monitor or conducting or failing to conduct Home Termite Treatment, neither Declarant, the Association or any of the Indemnified Parties will be responsible for any termite damage to any Home or any damage, loss, cost, liability or expense arising from any Home Termite Treatment or any failure to conduct any Home Termite Treatment.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within LIPSCOMB TOWNHOMES, except for any Lots owned by the Declarant. Each Owner, Lessee, Immediate Family Member and their guests and invitees must comply with the following:

12.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within LIPSCOMB TOWNHOMES for commercial purposes. Except as provided below, Owners may keep up to a total of three (3) domestic pets at any one time as permitted by City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. In addition, any individual pet or any type or breed of pet considered by the Board to constitute a nuisance or to be a threat to the safety of residents, guests or invitees of LIPSCOMB TOWNHOMES, their pets or members of the general public may be banned from LIPSCOMB TOWNHOMES by Board action if an individual pet or by Rules and Regulations adopted by the Board if a type or breed of pet. The determination by the Board that an animal or pet kept or harbored in a Home or a type or breed of pet is a nuisance or constitutes a safety threat shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed

portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARC.

12.4 Vehicles. Except as provided in the following sentence, the following restrictions shall apply to all vehicles utilized or parked in LIPSCOMB TOWNHOMES. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents, subcontractors, suppliers, consultants or by the Association or its agents or contractors.

12.4.1 Parking. Owners', Lessees', Immediate Family Members', guests' and invitees' vehicles parked on any Lot shall be parked in the garage or driveway of the respective Owners' Lot and shall not block the sidewalk or extend into a street or roadway. To the extent LIPSCOMB TOWNHOMES has any guest parking in Common Areas, Owners, Lessees and Immediate Family Members are prohibited from parking in such guest parking spaces. No vehicle shall be parked in grassy or landscaped areas at any time. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in LIPSCOMB TOWNHOMES except during the period of a delivery. Any vehicles parked within grassy or landscaped areas of LIPSCOMB TOWNHOMES shall be subject to towing without further notice other than such notice or notices, if any, required by law.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on LIPSCOMB TOWNHOMES for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within LIPSCOMB TOWNHOMES, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, watercraft, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within LIPSCOMB TOWNHOMES except in the garage of a Home with the garage door closed. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or sport utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall

be parked within the public view. Vehicles with commercial advertising in violation of the forgoing limitations must be parked in the garage of a Home with the garage door closed. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within LIPSCOMB TOWNHOMES. For any Owner who drives an automobile issued by the City or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any sidewalks or other paved surfaces forming a part of the Common Areas. Additionally, no ATV or mini motorcycle may be parked or stored within LIPSCOMB TOWNHOMES, including any Lot, except in the garage of a Home with the garage door closed. No vehicle shall be parked on any portion of any Lot other than the garage or driveway. No vehicle, including vehicles of visitors and guests, shall be parked in any driveway so that any portion of such vehicle either blocks a sidewalk or extends into any street or roadway.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle (i) without further notice (other than as required by applicable law, if any) with respect to any vehicle parked and extending into a street or roadway or parked within any grassy or landscaped areas within LIPSCOMB TOWNHOMES and (ii) with respect to any other violation of this Section 12, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or without prior notice if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this Section 12.4, "vehicle" shall also mean vehicles of all kinds and nature, including, without limitation, motorcycles, recreational vehicles, campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Areas that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. Notwithstanding the foregoing, each Owner, by accepting title to a Home, acknowledges that the Association and Declarant are not responsible for (and will not be responsible for) monitoring, enforcing or towing with respect to vehicles in or on any public road right of way within, adjacent to or in proximity with LIPSCOMB TOWNHOMES.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Association and/or Owner thereof (as applicable) shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2 and 14.3 of this Declaration. As to any such

reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted within LIPSCOMB TOWNHOMES, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, home business offices may be maintained in homes and home-based occupations may be operated out of the Homes, provided, that: (i) there are no non-resident employees working within the Lot or Home, (ii) there is no signage; (iii) the Home is not used to receive clients and/or customers; (iv) there is not excessive deliveries made to the Home; (v) the home-based occupation does not generate additional visitors, traffic or noise into the Home or any part of the LIPSCOMB TOWNHOMES; (vi) the home based occupation does not cause a nuisance to the other Lots, Homes or Owners; and (vii) such use meets all other municipal code and zoning requirements. No Owner may actively engage in any solicitations for commercial purposes within LIPSCOMB TOWNHOMES. No solicitors of a commercial nature shall be allowed within LIPSCOMB TOWNHOMES, without the prior written consent of the Association. No day care center or facility or school or educational center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within LIPSCOMB TOWNHOMES by Declarant. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN LIPSCOMB TOWNHOMES AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout LIPSCOMB TOWNHOMES.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes viewable from the streets or another Lot or Home within LIPSCOMB TOWNHOMES, shall be installed or placed within or upon any portion of

LIPSCOMB TOWNHOMES without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder (i) commencing October 15th and shall be removed by November 5th of each year for Halloween lighting and decorations, (ii) commencing November 15th and shall be removed by December 1st of each year for Fall holiday lighting and decorations and (iii) commencing Thanksgiving day and shall be removed not later than January 5th of the following year for winter holiday lighting and decorations. The ARC may establish standards for holiday lights and decorations. The Association may require the removal of any lighting or decorations that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through LIPSCOMB TOWNHOMES) or which interferes with the Association in performing its responsibilities under this Declaration, including Lot and Home maintenance pursuant to Section 10.2 above or Lot Landscape Maintenance or operation or repair of the Lot Irrigation System pursuant to Section 10.3 above. The Association is not responsible for any damage to holiday lighting and decorations incurred in connection with Association's performance of its responsibilities under this Declaration, including Lot and Home maintenance pursuant to Section 10.2 above or Lot Landscape Maintenance or operation or repair of the Lot Irrigation System pursuant to Section 10.3 above. In addition, the Association may elect to not provide Lot and Home maintenance, Lot Landscape Maintenance or operate or repair the Lot Irrigation System for any Home or Lot if the Association determines in its sole discretion that it cannot safely or efficiently provide same due to holiday lighting and decorations located on such Lot. Except as otherwise provided in Section 720.304(2)(b), Florida Statutes, and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of LIPSCOMB TOWNHOMES complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas, including Drainage Swale Easements or Private Drainage Easements, or located within Lots or part of the SWMS dedicated to the Association by Plat. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter shall be the responsibility of the Association; however, the Association shall not have any responsibility for landscape maintenance within any Lot, except Lot Landscape Maintenance to be conducted by the Association pursuant to Section 10.3 above and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 11 of this Declaration. In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) are adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions on any Lot, the cost of the Association to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of such Lot containing all or a part of such drainage system and/or facilities and shall be paid by such Owner to the Association or, at the option of the Association, may be assessed as an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below. By way of example, and not of limitation, if the roots of a tree on one Lot subsequently affect pipes or other drainage facilities within another Lot or adjacent Common Area, including

Drainage Swale Easements or Private Drainage Easements, the Owner of the Lot containing such tree (irrespective of whether such Owner planted such tree) shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot or Common Area. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Lot, the Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Expenses. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences/Screens. No fences shall be erected or installed by any Owner of a Lot without prior written consent of the ARC. No chain link or wooden fences of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Architectural Guidelines. All fences (except the portions thereof running from the property line to the Home) must be installed on the property line of the Owner's Lot. If any existing fence or Association Wall/Fence is installed on the property line between an Owner's Lot and Lot or Common Area adjacent to such Owner's Lot, no fence may be installed on such Owner's Lot that is parallel with such existing fence or Association Wall/Fence. With ARC approval, such Owners may install fences on their Lots which abut perpendicularly (or at such other angle as is consistent with the angle of Lot line of such Owner's Lot as same abuts the existing fence or Association Wall/Fence) against such existing fence or Association Wall/Fence, but no such fence shall be affixed to such existing fence or Association Wall/Fence. The Owner of the Lot is solely responsible for (i) fence repair or replacement if the Association Wall/Fence easement area needs to be accessed for repairs and (ii) Association Wall/Fence repair or replacement if the Association Wall/Fence is damaged by the installation or use of Lot Owner's permitted fence. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ARC. Fences may be installed within a utility easement area with ARC approval. However, in the event a fence is installed within a drainage easement area or utility easement area, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs or utility easement area needs to be accessed for installation, repair or maintenance of utilities. Owners installing, maintaining, repairing or replacing fences in drainage easement areas or utility easement areas shall be responsible for repair of all damage to all portions of the SWMS or any utility facilities located within same in connection with any such installation, maintenance, repair or replacement. If such Owner does not repair any such damage, the Association may, but shall not be obligated to, repair such damage and assess all costs and expenses incurred in connection with same as an Individual Assessment against such Owner's Lot. In connection with any ARC approval for fences installed within drainage easement areas, the ARC may require such Owner to obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records at such Owner's expense by the Association in its sole and absolute discretion. All

screening and screened enclosures shall have the prior written approval of the ARC and shall be in compliance with the Architectural Guidelines. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.

12.15 Fuel Storage. No fuel storage shall be permitted within LIPSCOMB TOWNHOMES, except as may be necessary or reasonably used for spas, barbecues, fireplaces or similar devices and in compliance with the Rules and Regulations and with all applicable laws and codes. All outdoor fuel storage tanks shall be appropriately screened by fence, enclosure or landscaping so that the fuel storage tank cannot be viewed from outside the Lot in accordance with the applicable requirements of the Architectural Guidelines, if any, and subject to approval by the ARC pursuant to Section 19 below.

12.16 Garages. Each End Townhome Home shall have an enclosed garage sufficient, at a minimum, to contain two (2) vehicles. Each Interior Townhome shall have an enclosed garage sufficient, to contain one (1) vehicle. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required or during times when the Owner or Lessee is conducting Home maintenance or cleaning the garage.

12.17 Garbage Cans. Trash collection and disposal procedures established by the City, private trash hauling contractor (if applicable) and the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.18 General Use Restrictions. Each Home, the Common Areas and any portion of LIPSCOMB TOWNHOMES shall not be used in any manner contrary to the Governing Documents.

12.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ARC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

12.20 Irrigation. Due to water quality, the irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Declarant or the Association may utilize a computerized loop system to irrigate the Common Areas and for the Lot Irrigation System to be operated by the Association pursuant to Section 10.3 above. Any such computerized loop irrigation systems that are not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of the Association and is deemed part of the Common Areas. The costs of operating and maintaining such computerized loop irrigation systems to irrigate the Common Areas and for the Lot Irrigation System, including utility costs, shall be an Operating Expense.

12.21 Water Body Slopes. The rear yard of some Lots may border Retention Areas, lakes, ponds or water bodies forming part of the Common Areas or part of the SWMS. The Association will maintain portions of the Common Areas and SWMS contiguous to the rear yard of the Lot which comprise part of the water body slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Lot bordering on the water body shall ensure that water body banks and slopes located on their Lot remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner of each Lot bordering on the water body, by the acceptance of a deed to their Lot, hereby grants the Association an easement of ingress and egress across his or her Lot to all adjacent water body areas for the purpose of ensuring compliance with the requirements of this Section.

12.22 Laundry. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the street or an adjacent Lot (i.e., within a fenced yard); provided, that, any such clothes line shall be removed when it is not in use as a clothesline.

12.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of LIPSCOMB TOWNHOMES. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of LIPSCOMB TOWNHOMES shall be the same as the responsibility for maintenance and repair of the property concerned.

12.24 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section 12.24. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Home may be leased or occupied on a daily, nightly, weekly, monthly or any other basis other than for a term of not less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee and all other occupants of their Home

should the Lessee or occupants refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee or occupants and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees of the Lessee's Immediate Family Members, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.25 Minor's Use of Commonly Shared Facilities. Parents and legal guardians shall be responsible for all actions of their minor children at all times in and about LIPSCOMB TOWNHOMES. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors. The Board of Directors may adopt reasonable rules and regulations governing minors' use of the Common Areas.

12.26 No Objectionable Sounds or Emissions. LIPSCOMB TOWNHOMES shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any buildings: noise or sound that is objectionable to others because of its volume, duration, beat frequency or shrillness; smoke; noxious, toxic or corrosive fumes, chemicals and/or gases; obnoxious odors; trash, waste, debris, dust, dirt or fly ash; fire or explosive hazards; vibration; or interference with normal television, radio, telephone and/or other telecommunication reception by others.

12.27 Nuisances. No noxious, unpleasant, abusive, threatening or offensive activity, nuisance or any use or practice that is the source of unreasonable annoyance or a threat to safety and security or breach of peace to others or which interferes with the peaceful possession and proper use of LIPSCOMB TOWNHOMES is permitted. No person shall interfere with the Declarant, Association, Association's Directors, Officers or committee members, the Manager, or the employees, agents, vendors and contractors of any of the foregoing parties in exercising their rights or performing their obligations under or pursuant to the Governing Documents, and any applicable contracts, statutes, ordinances and regulations. No firearms or fireworks shall be discharged within LIPSCOMB TOWNHOMES except discharge of firearms as permitted to protect persons or property under current law. Nothing shall be done or kept within the Common Areas, or any other portion of LIPSCOMB TOWNHOMES, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

12.28 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.29 Intentionally Deleted.

12.30 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of LIPSCOMB TOWNHOMES, which is unsightly or which interferes with the comfort and convenience of others.

12.31 Removal of Soil and Additional Landscaping. Without the prior consent of the ARC, no Owner shall remove soil from any portion of LIPSCOMB TOWNHOMES, change the elevation, level or slope of the land within LIPSCOMB TOWNHOMES, or plant or remove landscaping which results in any permanent change in the flow and drainage of surface water within LIPSCOMB TOWNHOMES. Owners may not place additional plants, shrubs, or trees within any portion of their respective Lots without the prior written approval of the ARC, which may be withheld as provided in Section 19.8 below, and for which Owners are responsible for landscape maintenance as part of the Owner Landscape Maintenance as provided in Section 11.2 above. The Association may, in its sole discretion, replace or plant additional plants, shrubs, or trees within the portions of the Lots or Common Areas of LIPSCOMB TOWNHOMES for which the Association is responsible for landscape maintenance under this Declaration.

12.32 Swimming Pools, Hot Tubs and Spas. No swimming pools shall be permitted on any Lot and no above ground hot tubs or spas shall be permitted on any Lot. All hot tubs, spas and appurtenances installed on any Lot within LIPSCOMB TOWNHOMES shall require the prior written approval of the ARC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction and (ii) any hot tub or spa constructed on any Lot shall have an elevation at the top of the hot tub or spa of not over two feet (2') above the natural grade unless approved by the ARC. All Owners installing a hot tub or spa shall be responsible for the costs of any required modifications to the portion of the Lot Irrigation System servicing their Lot as a result of same, which costs shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 hereof. All hot tubs and spas shall be adequately maintained and chlorinated (or cleaned with similar treatment). Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the Common Areas, the community streets, or into any water bodies within LIPSCOMB TOWNHOMES or adjoining properties. Screened enclosures of patios shall be permitted if installed by Declarant or by an Owner with ARC approval of same.

12.33 Roofs, Driveways and Pressure Cleaning. Unless undertaken by the Association pursuant to Section 10.2.2 above, each owner shall be responsible for pressure cleaning exterior walkways, front steps, patios, porches, pavers, roofs and exterior walls and surfaces of all dwellings and garages within thirty (30) days of notice by the Association to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such application shall not extend beyond the Lot line or include the sidewalk.

12.34 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each

Owner agrees that the location of such items must be first approved by the ARC in order to address the safety and welfare of the residents of LIPSCOMB TOWNHOMES. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

12.35 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of LIPSCOMB TOWNHOMES, including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the City and all setback and location criteria contained in this Declaration. Notwithstanding the foregoing, one (1) in ground, temporary sign used solely in connection with the sale or leasing of a Lot or Home may be displayed on such Lot after the Community Completion Date if such sign has been first approved by the ARC or complies with any guidelines for such signs promulgated by the ARC or Board.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the LIPSCOMB TOWNHOMES such signs as they deem appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.36 Conditions of Approval. The following are specific conditions of approval (the "**Conditions of Approval**") imposed by the City:

[Insert from PSP or Development Conditions of Approval]

12.36.1 Amendment. These Conditions of Approval shall not be amended, removed or superseded without the prior approval of the City Commission, which approval may be withheld in the City's sole discretion.

12.36.2 Enforcement. The Association and any Owner has the right to enforce these Conditions of Approval in the event they are violated. They shall have the right, but not the duty, to enforce these Conditions of Approval in the same manner as it enforces other City ordinances and regulations.

12.37 Sports Equipment. Except as installed by Declarant, no recreational, playground or sports equipment shall be installed or placed within or about any portion of LIPSCOMB TOWNHOMES without prior written consent of the ARC. No skateboard ramps, play structures or permanent affixed basketball backboards will be permitted. Portable basketball goals shall be permitted only in front yards and driveways. Portable basketball goals may not be located on sidewalks, driveway aprons or streets and shall be removed and stored away when not in use, and no later than at sunset every night. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing other recreational playground or sports equipment or facilities, including limitations on the approved hours for operation or use of same, may be adopted by the Association from time to time.

12.38 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written consent of the ARC. Water filters and softeners, trash containers, spa pumps, filters and equipment and other similar devices shall be properly screened from the street in a manner approved by the ARC. Rules and Regulations regarding the design, materials, size, color, location, screening and other requirements regarding such structures and improvements (if allowed by the ARC) may be adopted by the Board from time to time.

12.39 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to LIPSCOMB TOWNHOMES, without the prior written approval of (a) Declarant prior to the Community Completion Date, which may be granted or denied in its sole discretion, and (b) the Association.

12.40 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of LIPSCOMB TOWNHOMES or within any Home or Lot, except those which are required for normal household use and used in compliance with all laws and codes. All propane tanks for household and/or spa purposes (excluding barbecue grill tanks) must be installed underground.

12.41 Swimming, Wading, Boating, Docks and Fishing. Swimming and wading are prohibited within any of the water bodies or wetland or conservation areas within or adjacent to the boundaries of LIPSCOMB TOWNHOMES. The use of boating and personal watercraft of all kinds on or within any of the water bodies within or adjacent to the boundaries of LIPSCOMB TOWNHOMES is prohibited. No dock, pier or structure of any kind extending into any water bodies within or adjacent to the boundaries of LIPSCOMB TOWNHOMES shall be installed. Fishing within any water bodies within or adjacent to LIPSCOMB TOWNHOMES shall be

allowed if permitted by the Association in its sole discretion and then subject to such Rules and Regulations with respect to same as may promulgated by the Association from time to time.

12.42 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, their Immediate Family Members, guests, tenants and invitees. The Association shall not interfere with the freedom of Owners and Lessees to determine the number of occupants within a household, except that it may limit the total number of persons entitled to occupy a Home based upon the size of the Home (based on such factors as the number of bedrooms), not to exceed the number permitted under current zoning ordinances and limit the number of occupants per household who have full privileges to use of the Recreational Facilities.

12.43 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.44 Wells and Septic Tanks. Neither potable water wells nor irrigation wells using groundwater or drawing water from any lakes, Retention Areas or other water bodies will be allowed within LIPSCOMB TOWNHOMES unless approved in writing by the ARC and in compliance with all applicable laws and regulations. No individual septic tanks will be permitted on any Lot.

12.45 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same or violate the Permit. Such areas are to be maintained by the Association in their natural state. It shall be the Association's responsibility to successfully complete all wetland mitigation, maintenance and monitoring in accordance with all conditions and requirements of the Permit, SJRWMD or City with respect to same.

12.46 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

12.47 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual

nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance.

14.1 Association Insurance. Association shall maintain the following insurance coverage:

14.1.1 Casualty Insurance. Casualty or hazard insurance on Common Area improvements for which such insurance is available at a cost that is acceptable to the Board, in its sole discretion, and with such coverages, exclusions and deductibles as the Board determines, in its sole discretion. The Board may elect, in its sole discretion, not to maintain casualty insurance on any such Common Area improvements and failure to maintain such insurance shall not be deemed a breach of duty by the Board or the Declarant.

14.1.2 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.3 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and Association.

14.1.4 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.5 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon reasonable business judgment.

14.1.6 Other Insurance. Such other insurance coverage as deemed appropriate from time to time by the Board of the Association in their sole discretion. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not Association owns title thereto.

14.1.7 Declarant. Prior to the Turnover Date, Declarant shall have the right, but not the obligation, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Townhome Insurance Policy. In addition to the other insurance required to be carried by the Association pursuant to the terms hereof, the Association, at the Association's option in the Association's sole discretion, may obtain and maintain in full force and effect a policy or policies of property insurance insuring the structures of the Townhomes including the internal structure of the Party Walls, for their full insurable value, if and to the extent such insurance is available in the State of Florida, with a company holding a BEST's rated "A" or better, if feasible. Such policy, if obtained by the Association, is referred to herein as the "**Townhome Insurance Policy**". Unless included within the annual budget for the Association and Assessments, the Association shall be deemed to have elected not to obtain the Townhome Insurance Policy for the Townhomes. The decision to obtain, not obtain, continue to maintain or cancel the Townhome Insurance Policy on the Townhomes shall be made from time to time in the sole and exclusive discretion of the Board. It is the intent of this Declaration that the Townhome Insurance Policy, if obtained, shall cover those portions of the Townhomes which would typically be required, under Florida law, to be insured by a condominium association if the Townhomes within LIPSCOMB TOWNHOMES were a condominium. The Townhome Insurance Policy, if obtained, shall be a master property policy, and may be on the CP 00 10 form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. If necessary or advisable, to avoid coinsurance penalties or otherwise, the Townhome Insurance Policy, if obtained, may include endorsements such as the ISO CP 14 20 Additional Property Not Covered endorsement, or industry equivalent, or other similar or replacement endorsement that would have a similar effect, if such endorsements are available. Any such endorsement shall have attached thereto a description of the property not covered by the Townhome Insurance Policy. The coverages, deductibles and other terms and conditions of Townhome Insurance Policy, if obtained, shall be determined by the Board in its sole discretion. If and to the extent allowed under applicable law and available under applicable insurance rules and regulations, and with the purchase of endorsements, if necessary and available, the Townhome Insurance Policy, if obtained, shall include coverage for the primary structure of the Townhomes, including the roof, exterior walls, Party Walls, interior load-bearing walls, and floor structures (but not coverings). The Townhome Insurance Policy, if obtained, shall not be required to cover items that are not structural elements of the Townhomes which would typically be insured by a condominium association. Without limiting the generality of the foregoing, the Townhome Insurance Policy, if obtained, shall not include coverage for sheetrock or drywall; floor, wall or ceiling coverings; contents, furniture, furnishings, appliances or fixtures; cabinets or countertops; carpet; painting; or heating or air conditioning units or equipment of any Owner with respect to their Townhome Lot or Townhome (including improvements thereon), and shall not cover damages for loss of use of the Townhome Lot or Townhome. Any and all such items and losses shall or may be insured pursuant to the separate Townhome Owner's Policy obtained by each Owner pursuant to Section 14.2.16 below.

14.2.1 Termination or Cancellation. All Owners, Mortgagees and Lessees of Townhomes and other affected parties are hereby advised that over time, due to the age of the Townhomes and nature of their construction, it may not be economically feasible or otherwise possible to insure the Townhomes for their full replacement value as a result of the aforesaid factors or the applicability of changes in zoning or building codes. If a Townhome is insured by a Townhome Insurance Policy obtained by the Association, neither the Association, nor any officer or director thereof, shall be liable to any party whatsoever in the event of a casualty loss to any Townhome which exceeds the coverage afforded by reasonably available insurance. In the event a Townhome Insurance Policy is

in effect and the Board, in their sole discretion, elects to discontinue maintaining the Townhome Insurance Policy, or the type of coverage for such Townhome Insurance Policy provided for in this Section 14.2 is not available or is cost-prohibitive, then the Association shall give each Owner insured under the Townhome Insurance Policy sixty (60) days' written notice that the Townhome Insurance Policy shall be canceled or shall not be renewed. On or before the 60th day after the aforesaid notice is given, and otherwise at all times hereunder while the Association elects not to procure the Townhome Insurance Policy, each such Owner shall obtain and thereafter maintain, at their sole cost and expense, a homeowner's insurance policy covering all of the items set forth herein to be covered by the Townhome Insurance Policy, such policy to be effective on or before the cancellation or expiration date of the Townhome Insurance Policy.

14.2.2 Commencement of Townhome Insurance Policy. If the Townhomes are not currently being insured by a Townhome Insurance Policy obtained by the Association and the Board elects to commence such Insurance Policy coverage with respect to the Townhomes, then the Association shall give each Owner at least sixty (60) days' written notice that the Townhome Insurance Policy coverage shall be commenced. Such notice shall provide such information regarding the coverage afforded by the Townhome Insurance Policy, the amount and effective date of the increase in Townhome Assessments to pay premiums for same and the required Townhome Owner's Policy to be obtained by each Owner as more particularly set forth in Section 14.2.16 below, as determined by the Board. On or before the 60th day after the aforesaid notice is given, the Association shall obtain coverage for the Townhomes pursuant to the Townhome Insurance Policy, and each Owner shall obtain and thereafter maintain, at its sole cost and expense the Townhome Owner's Policy as provided in Section 14.2.16 below covering all the items set forth therein to be covered by the Townhome Owner's Policy, such Townhome Owner's Policy to be effective on or before the effective date of the Townhome Insurance Policy to be obtained by the Association.

14.2.3 Casualty Loss/Claims. In the event of a casualty loss, the Association shall be entitled to file a claim on the Townhome Insurance Policy, if obtained, for the cost of any repair or reconstruction to the portions of the affected Townhomes that are covered by such Townhome Insurance Policy, and the deductible therefor shall be paid in accordance with the provisions of Section 14.2.15 below. Repair and reconstruction of any damaged Townhomes for which a claim is paid shall be performed in accordance with the requirements of this Section 14.2 using materials of like kind and quality as that of the initial improvements, subject to their availability and the then-current building codes and other laws governing construction. Each Owner of an affected Townhome shall be responsible for repair/replacement of all portions of the portion of the Townhome not covered by such Townhome Insurance Policy; provided, however, that the Association may elect, at its sole option in its sole discretion, and subject to availability of sufficient insurance proceeds or other funds provided by such Owner for same, to engage its contractor to replace and restore items not covered by the Townhome Insurance Policy in connection with reconstruction and restoration of the Townhome.

14.2.4 Additional Owner Insurance Coverage. Each Owner shall be responsible for ascertaining the extent and limits of the Townhome Insurance Policy and

for obtaining separate insurance to cover all other property of such Owner, and to cover their personal liability, living expenses and any other risks and matters not otherwise insured under the Townhome Insurance Policy, all as set forth in Section 14.2.16 below. The Association shall not be liable for any gaps in insurance coverage between the Townhome Insurance Policy and insurance obtained by such Owner.

14.2.5 Insured. The named insured for the Townhome Insurance Policy, if obtained, shall be the Association, individually, and as agent for Owners of the Townhomes covered by the Townhome Insurance Policy, without naming them. The Owners shall be deemed additional insureds.

14.2.6 Policy Copies or Certificates. One copy of the Townhome Insurance Policy or Policies, if obtained, or a certificate evidencing such policy or policies, and all endorsements thereto, shall be furnished by the Association upon request to any Owner and to each Mortgagee holding a lien on a Townhome covered by such policy.

14.2.7 Premiums. Premiums for the Townhome Insurance Policy purchased by the Association pursuant to this Section 14.2 for the benefit of Owners, if obtained, shall be paid by the Association, and shall be paid by Townhome Insurance Assessments pursuant to Section 17.2.2 below.

14.2.8 Payment of Proceeds. The Townhome Insurance Policy, if obtained, shall be for the benefit of the Association, the Owners and their Mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or if so appointed by the Board, an insurance trustee designated to receive such proceeds and repair or reconstruct the portions of the Townhomes covered by the Townhome Insurance Policy (the "**Insurance Trustee**"). The duty of the Association or Insurance Trustee (if appointed) shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.

14.2.8.1 No Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Owner and Mortgagee pursuant to the provisions of this Declaration.

14.2.8.2 Proceeds of insurance policies received by the Association or Insurance Trustee (if appointed) shall be distributed to or for the benefit of the affected Owners in the following manner:

14.2.8.2.1 All expenses of the Association or Insurance Trustee (if appointed) shall be first paid or provision shall be made therefor.

14.2.8.2.2 If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere

provided herein. Any proceeds remaining after defraying such costs shall be distributed to the affected Owners thereof as provided herein, remittances to Owners and their Mortgagees being payable jointly to them.

14.2.8.2.3 If it is determined in the manner provided in Section 14.2.11 that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, after first being utilized to demolish and remove any uninhabitable portions of the Townhomes and restoring the land in a manner reasonably determined by the Association (hereinafter the "**Townhome Demolition and Cleanup Expenses**"), shall be allocated among the affected Owners in proportion to their losses, as determined by the Board in its sole discretion, with each Owner's proceeds paid to them only after being distributed first to the holders of all mortgages and liens on such Owner's Townhome in the order of priority of such mortgages and liens sufficient to pay off their mortgages.

14.2.9 Association as Attorney in Fact to Adjust Claims. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner and for each owner of a mortgage or other lien upon a Townhome to adjust all claims arising under the Townhome Insurance Policy or Policies purchased by the Association and to execute and deliver releases in favor of such insurers upon the payment of claims.

14.2.10 Insurance Trustee. The Board of the Association shall have the option of appointing an Insurance Trustee hereunder, whose qualifications and terms of engagement shall be determined by the Board, in its sole discretion. If the Association fails or elects not to appoint such Insurance Trustee, the Association shall perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee not covered by available insurance proceeds shall be paid through Townhome Assessments.

14.2.11 Repair and Restoration. Subject to Section 14.2.12 below, in the event of damage to or destruction of a Townhome or Townhomes as a result of fire or other casualty, the Board shall arrange for the repair and restoration of the Townhome or Townhomes (as provided above) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Such repair and restoration shall be commenced as promptly as reasonably possible in consideration of availability of insurance proceeds and other required funds, if any, design and permitting requirements, necessary time for selection and engagement of the contractor and other factors which may or not be under the control of the Association or Insurance Trustee, if applicable.

14.2.12 Election Not to Repair or Restore. If seventy-five percent (75%) or more of the insured value of the Townhomes in any Townhome Block are substantially damaged or destroyed following any such loss (or such higher percentage, if required in

order for the extent of the damage or destruction to be deemed a constructive total loss under the terms of the Townhome Insurance Policy so as to obligate such insurer to pay the full amount covered for such Townhomes under such Townhome Insurance Policy), and if Owners owning an equivalent percentage (or more) (or such lesser or greater amount as may be required by applicable law) of the Townhomes in such Townhome Block consent not to proceed with the repair or restoration thereof, the Townhomes will not be repaired, in which event the net proceeds of insurance resulting from such damage or destruction, after disbursements for Townhome Demolition and Cleanup Expenses, shall be divided among all the affected Owners and their Mortgagees as provided in Section 14.2.8.2.3 above.

14.2.13 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Townhomes and then-applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Declarant prior to Turnover and, thereafter, by the ARC, and in accordance with then-applicable building and other codes.

14.2.14 Insufficient Funds. If the proceeds of the Townhome Insurance Policy are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Individual Assessments shall be made against the affected Owners and Lots in sufficient amounts to provide funds for the payment of such costs. The Board, in its discretion, may (i) elect to advance such additional funds as are required to complete such reconstruction or repair and (ii) allow for payment of any such Individual Assessments for same over a term of years.

14.2.15 Deductibles. Deductibles for fire, casualty or other losses covered by the Townhome Insurance Policy (or the cost of repairs not exceeding the deductibles) shall be payable as follows:

14.2.15.1 Each affected Owner shall be responsible for payment of the deductible allocable to their Townhome and shall be subject to an Individual Assessment for same.

14.2.15.2 The Board of the Association may establish, but shall not be obligated to establish, a Townhome Insurance Policy deductible reserve which is to be funded through Assessments. The amount set aside for the Townhome Insurance Policy deductible reserve, if any, shall be at the sole discretion of the Board.

14.2.16 Townhome Owners' Insurance. In the event the Association has obtained and maintains the Townhome Insurance Policy, in addition to, or as a supplement to, the other insurance requirements of each Owner set forth herein concerning said Owner's Lot and Home, each Owner shall obtain and maintain at all times property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot that are not covered by the Townhome Insurance Policy ("**Townhome Owner's Policy**"), and shall provide a

certificate evidencing such insurance coverage to the Association: (i) prior to or upon acquisition of record title to the Townhome Lot; (ii) on or about each anniversary of Owner having become the fee simple owner of said Townhome Lot; and (iii) at any other time, from time to time, upon request of the Board. It is the intent of this Declaration that each Townhome Owner's Policy, if required to be obtained, shall cover those portions of the Townhomes which would typically be required under Florida law to be insured (or which customarily are insured) by individual condominium unit owners if Townhomes within LIPSCOMB TOWNHOMES were a condominium. The Board may promulgate Rules and Regulations concerning the Townhome Owner's Policy requirements, coverage amounts, coverage types, deductibles, etc. The Townhome Owner's Policy, if required to be obtained, shall name the Association as an additional insured. In the event of any damage or casualty loss, the Association, at its sole option, may elect to file a claim on such Townhome Owner's Policy for the cost of any repair or replacement of the portion of the Townhome Lot, Townhome or other improvements covered thereby, and the subject Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association, at its option, may adjust with the insurance provider the amount of any proceeds payable to the Association and/or the Owner under such Townhome Owner's Policy, based upon the funds necessary to enable the Association to repair and replace those portions of the Townhome Lot, Townhome and other improvements thereon which are insured thereunder. In the event that an Owner fails to obtain and thereafter continuously maintain such Townhome Owner's Policy as required to be maintained hereunder, or allows or permits such Townhome Owner's Policy to lapse, the Association may, but shall not be obligated to, obtain such Townhome Owner's Policy on behalf of the Owner and/or the Association and assess the costs and expenses thereof to the Owner and the Owner's Lot as an Individual Assessment.

14.2.17 Townhome Insurance Policy Not in Effect. At any time and at all times a Townhome Insurance Policy obtained by the Association is not in effect, each Owner shall maintain in force insurance on their Townhome as required by Section 14.3 below.

14.3 Townhomes when Townhome Insurance Policy not in Effect.

14.3.1 Requirement to Maintain Insurance. Each Owner when the Townhome Insurance Policy is not in effect shall be required to obtain and maintain adequate insurance on his or her Townhome. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Townhome as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each such Owner shall be required to supply the Board with evidence of insurance coverage on their Townhome which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.3.2 Requirement to Reconstruct or Demolish. In the event that any Townhome not covered by a Townhome Insurance Policy is destroyed by fire or other casualty, the Owner of such Townhome shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Townhome ("**Required Repair**"), or (ii) the

Owner shall tear the Townhome down, remove all the debris, and re-sod and landscape the property comprising the Townhome as required by the ARC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Townhome and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be prosecuted in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, Association shall have a right to bring an action against any Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Townhome within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.3.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.3 shall be in accordance with the Architectural Guidelines and any other standards established by the Association with respect to any casualty that affects all or a portion of LIPSCOMB TOWNHOMES.

14.3.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Townhome. Association shall have the absolute right to perform the Required Demolition to a Townhome pursuant to this Section if any contractor certifies in writing to the Association that such Townhome cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.3.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section 14.3, Association, its directors and officers, shall not be liable to any Owner should such Owner fail for any reason whatsoever to obtain insurance coverage on a Townhome. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to the Association in this Section.

14.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims with respect to same.

14.5 Casualty to Common Areas and Townhomes. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In such event, the Association shall have full discretion to redesign or relocate any Common Area improvements (including Recreational Facilities) or allocate any insurance proceeds to construction, maintenance repair or replacement of other Common Area improvements (including Recreational Facilities) or to other reserves or Operating Expenses provided that the Association shall reconstruct or repair any Common Area improvements necessary to continue to provide access, utilities and drainage to all Lots and Homes in LIPSCOMB TOWNHOMES. In the event of damage to a Townhome, or any portion thereof, the Association or Owner (as applicable) shall be responsible for reconstruction after casualty in accordance with Section 14.2 and 14.3 above.

14.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s) or with respect to Common Area improvements as provided in Section 14.5 above.

14.7 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses, except for the premiums for the Townhome Insurance Policy, if any, maintained by the Association, which shall be paid by Townhome Insurance Assessments pursuant to Section 17.2.2 below.

14.8 Declarant has No Liability. Notwithstanding anything to the contrary in this Section, Declarant and its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner, Mortgagee, Lessee or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or any Townhome Insurance Policy or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Townhome.

14.9 Additional Insured. Prior to Turnover, Declarant shall be named as an additional insured on all policies obtained by the Association, as their interests may appear.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, Lessee, Immediate Family Member, guests and invitees, and every owner of an interest in LIPSCOMB TOWNHOMES shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

15.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.1.3 The right of the Association to suspend rights hereunder, including voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes.

15.1.4 The right of the Association to suspend use rights (except vehicular and pedestrian ingress and egress and necessary utilities) of all or a portion of the Common Areas for any period during which any Assessment remains unpaid.

15.1.5 The right of Declarant and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

15.1.6 The right of Declarant and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.7 The perpetual right of Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas.

15.1.8 The rights of Declarant and/or Association regarding LIPSCOMB TOWNHOMES as reserved in this Declaration, including the right to utilize the same and to grant use rights to others.

15.1.9 An Owner relinquishes use of the Common Areas and Recreational Facilities during the time a Home is leased to a Lessee.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across streets, alleyways, sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas for such pedestrian traffic and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across, and under LIPSCOMB TOWNHOMES as may be required in connection with the development of LIPSCOMB

TOWNHOMES, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes or any portion of LIPSCOMB TOWNHOMES, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within LIPSCOMB TOWNHOMES for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Expenses. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to the Association on account of Declarant's use of the Common Areas. Declarant may market other residences and commercial properties located outside of LIPSCOMB TOWNHOMES from Declarant's sales facilities located within LIPSCOMB TOWNHOMES. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 21 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within LIPSCOMB TOWNHOMES.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to Lessees or occupants of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through LIPSCOMB TOWNHOMES (including Lots, Parcels, Homes, and Common Areas) for Telecommunications Systems, utilities, the SWMS, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter,

Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across LIPSCOMB TOWNHOMES (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.A non-exclusive easement shall exist in favor of Declarant, Association, SJRWMD, the City and/or any federal agency having jurisdiction over LIPSCOMB TOWNHOMES over, across and upon LIPSCOMB TOWNHOMES, including all Private Drainage Easements, Drainage Swale Easements and all other areas containing the SWMS or drainage or stormwater management easements created on the Plat or by separate instrument for drainage, irrigation and water management purposes. Any such drainage easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, spas, hot tubs, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, (ii) landscaping of the Surface Water Management System, (iii) as required by the City or the Permit, and/or (iv) improvements approved by the ARC. A non-exclusive easement for ingress and egress and access exists for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, lakes, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of LIPSCOMB TOWNHOMES and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through LIPSCOMB TOWNHOMES and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Townhome Utility Facilities Easement. An easement is hereby created for extension of electrical services and Telecommunications Services to all Townhomes in each Townhome Block by installation, operation, repair and replacement of (i) Townhome Utility Facilities on the exterior wall of the residential dwelling or garage of an End Townhome or on a separate wall or structure installed on an End Townhome Lot or in a Common Area adjacent to the Townhome Block and (ii) Townhome Utility Lines running (a) through or across a right of way or a platted utility easement located within a Common Area or End Townhome Lot to the Townhome Utility Facilities and (b) from the Townhome Utility Facilities across the Common Areas and/or

End Townhome Lot and underneath the building slabs of some or all of the Townhomes within the Townhome Block. An easement is also hereby created in favor of (i) electric utility providers and Telecommunications Providers for the operation, inspection, repair and replacement of Townhome Utility Facilities and Townhome Utility Lines and (ii) each Owner or Lessee of a Townhome within a Townhome Block for operation, repair and replacement of the Townhome Utility Lines extending electrical service to their Townhome. Notwithstanding the foregoing, no Owner or Lessee of any Townhome on a Townhome Block may exercise any easement to inspect, repair or replace any Townhome Utility Facilities or Townhome Utility Line extending electrical service to their Townhome without (i) prior written approval of the Association or a property manager for LIPSCOMB TOWNHOMES designated by the Association and (ii) providing proof to the Association or such property manager that such access, inspection, repair or replacement will be conducted by a licensed electrical contractor with such qualifications, insurance and bonding capacity as are acceptable to the Association or such manager in their sole discretion. In addition, the Association, at its option, may elect to conduct (but shall not be obligated to conduct) or may elect to have the current electric utility provider or an electrical contractor engaged by the Association conduct such inspection, repair or replacement work with respect to such Townhome Utility Facilities or Townhome Utility Lines on behalf of such Owner or Lessee and shall be entitled to recover all costs of same incurred by the Association as an Individual Assessment against such Lot. Under no circumstances shall any Owner or Lessee have an easement or right to inspect, repair, replace or remove any portion of the Townhome Utility Facilities or Townhome Utility Lines extending Telecommunications Services to their Townhome.

15.11 Blanket Easement in favor of the Association. Association is hereby granted an easement over all of LIPSCOMB TOWNHOMES, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; (iii) taking such actions as the Association deems necessary or advisable in fulfilling its obligations and exercising its rights under this Declaration; and (iv) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

15.13 Townhome Air Conditioner Unit and Lines Easement. To the extent that a Townhome Air Conditioner Unit or Units installed by Declarant as part of the initial construction of Townhomes on a Townhome Block are located on an End Townhome Lot or Adjacent Common Area and service a Townhome on another Lot, an easement is hereby created for installation, operation, servicing, repair and replacement of (i) such Townhome Air Conditioner Units located on such End Townhome Lots and/or adjacent Common Areas as installed by Declarant as part of the initial construction of Townhomes on a Townhome Block and (ii) Townhome Air Conditioner Lines transmitting electrical service, chilled air and drainage to and from such Townhome Air Conditioner Unit and the Townhome or Internal Air Conditioner Unit serviced by same, with such Townhome Air Conditioner Lines running across the End Townhome Lot and/or adjacent Common Areas, other Townhome Lots within the Townhome Block and underneath the building slabs of or elsewhere within some or all of the Townhomes within the Townhome Block. An easement is also hereby created in favor of each Owner or Lessee of a Townhome within a Townhome Block for operation, repair and replacement of the Townhome Air Conditioner Units and Townhome Air

Conditioner Lines servicing their Townhome which are not located on their Lot. Notwithstanding the foregoing, no Owner or Lessee of any Townhome on a Townhome Block may exercise any easement to inspect, repair or replace any Townhome Air Conditioner Line servicing their Townhome which is located on another Townhome Lot or within an adjacent Common Area without (i) prior written approval of the Association or the property Manager for LIPSCOMB TOWNHOMES designated by the Association and (ii) providing proof to the Association or such property Manager that such access, inspection, repair or replacement will be conducted by a licensed air conditioning contractor or electrical contractor (as appropriate) with such qualifications, insurance and bonding capacity as are acceptable to the Association or such manager in their sole discretion. In addition, the Association, at its option, may elect to conduct (but shall not be obligated to conduct) such inspection, repair or replacement work with respect to such Townhome Air Conditioner Lines on behalf of such Owner or Lessee and shall be entitled to recover the cost of same as an Individual Assessment against such Townhome Lot. The easement granted for Townhome Air Conditioner Units herein includes the right to keep same free from obstructions interfering with access to, operation of and the free flow of air to and from same. The Association, as part of the Lot Landscape Maintenance, shall trim or remove any and all trees, hedges or other landscaping interfering with the access to, operation of and free flow of air to and from the Townhome Air Conditioner Units located on End Townhome Lots or within Common Area. Neither the Association nor the Owner of any Townhome Lot containing any Townhome Air Conditioner Units or Townhome Air Conditioner Lines shall have any responsibility for maintenance of same (other than the Townhome Air Conditioner Unit and Townhome Air Conditioner Lines servicing the Owner's Townhome) and shall not be liable for any injuries to persons, death or damage to property resulting from or incurred in connection with any location, operation, installation, servicing, repair or replacement of any Townhome Air Conditioner Units or Townhome Air Conditioner Lines located on any Townhome Lot pursuant to this easement unless same results from or is incurred in connection with actions undertaken by the Association or such Owner or any contractor, service provider, vendor, Immediate Family Member, Lessee, guest or invitee of the Association or such Owner. Notwithstanding the foregoing, all Townhome Air Conditioner Units installed by Declarant on the Townhome Lot for the Townhome being serviced by such Townhome Air Conditioner Unit shall remain on such Townhome Lot and nothing herein shall be deemed to create an easement for the relocation of same to any End Townhome Lot or any Common Areas.

15.14 Drainage Swale Easements. Declarant has constructed upon certain Lots, as part of the Surface Water Management System, drainage swales or slopes for the purpose of managing and containing flow of excess surface water, if any, found upon such Lots from time to time (each a "**Drainage Swale**"). The portion of the Lots containing any such Drainage Swales shall be designated on the Plat or by separately recorded instrument as a "Drainage Swale Easement", "Environmental Swale Easement" or a similar term (each a "**Drainage Swale Easement**"). All Environmental Swale Easements are hereby dedicated to the Association. Each Lot Owner, including Declarant and any builders, shall be responsible for the maintenance, operation and repair of the Drainage Swales on their Lot. Such maintenance, operation and repair shall mean the exercise of practices, such as moving, irrigation, maintenance and replacement of landscaping and erosion repair, which allow the Drainage Swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filing, excavation, construction of fences or otherwise obstructing the surface water flow in Drainage Swales is prohibited. No modification or alteration of any Drainage Swale, including alteration of the grade,

elevation or slope of same, is permitted without prior approval of the Association, the City, the SJRWMD and all other governmental agencies with jurisdiction over same. Any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner of the Lot upon which the Drainage Swale is located. The Association may, but shall not be obligated to, maintain all Drainage Swales within Drainage Swale Easements as an Operating Expense and is hereby granted an easement for same. The Association shall provide written notice to the Owners of Lots with Drainage Swales if the Association has elected to maintain such Drainage Swales. In such event, each Owner of such Lot shall still maintain and irrigate landscaping installed within any Drainage Swale Easement on their Lot. In the event the Association elects to maintain or repair any Drainage Swale as an Operating Expense, or in the event Lot Owners are responsible for maintenance and repair of Drainage Swales and fails to properly maintain and repair same, Owners of Lots shall be responsible for the cost of such maintenance restoration or repair of any damage to or alteration of any such Drainage Swale or Drainage Swale Easement by such Owner, their Lessee or any Immediate Family Member, guest or invitee of any Owner or Lessee and all costs incurred by the Association in connection with same shall be an Individual Assessment on such Owner's Lot. No Owner shall install any improvements or additional landscaping within any Drainage Swale Easement without the prior written approval of same by the ARC.

16. Intentionally Deleted.

17. Assessments.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "**Assessments**"). As Vacant Lots (as defined herein) and Spec Lots (as defined herein) are not improved or may not receive certain services, Declarant and any record title owner of a Vacant Lot or a Spec Lot shall not be assessed uniformly with Lots containing completed Homes which are not Spec Lots.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining LIPSCOMB TOWNHOMES, and in particular, without limitation, for (i) the improvement, maintenance, repair and replacement of the Common Area and Common Area improvements within LIPSCOMB TOWNHOMES, including without limitation the Surface Water Management System as well as any mitigation or preservation areas, including but not limited to work within Retention Areas, drainage structures and drainage easements, (ii) providing for Lot and Home maintenance to be conducted by the Association under Section 10.2 and (iii) providing for Lot Landscape Maintenance and operation and maintenance of the Lot Irrigation System under Section 10.3, (iv) maintaining and irrigating the entryways to LIPSCOMB TOWNHOMES, (v) operating and maintaining all Recreational Facilities and parks within LIPSCOMB TOWNHOMES. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation but excluding assessments for Reserves ("**Installment Assessments**");

17.2.2 Assessments against Townhome Lots for the premiums for the Townhome Insurance Policy, if obtained and maintained by the Association pursuant to Section 14.2 below ("**Townhome Insurance Assessments**"), which shall be Individual Assessments and an additional Installment Assessments applicable against the Townhome Lots. Townhome Insurance Assessments may vary based upon the costs and expenses of providing Townhome Insurance Policy coverage (if obtained) to individual Townhome Lots and Townhomes.

17.2.3 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System or nonrecurring expenses ("**Special Assessments**");

17.2.4 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**");

17.2.5 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "**Reserve for Replacement**" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"), including without limitation, Reserves for maintenance, repair and replacement of Recreational Facilities, Association Walls/Fences, Surface Water Management System, and any other Common Area improvements or infrastructure operated or maintained by the Association and Reserves for repainting Homes and maintenance and replacement of roofs for Homes. Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established;

17.2.6 Any specific assessment for costs incurred by the Association which amounts are by their nature applicable only to one or more Lots, but less than all Lots, ("**Individual Assessments**"). By way of example and not limitation, the cost of any Owner Landscape Maintenance conducted by the Association shall be an Individual Assessment against each Lot. In addition, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien

for an Individual Assessment may be foreclosed in the same manner as any other Assessment; and

17.2.7 Emergency Assessments. The Association may also levy an emergency assessment ("**Emergency Assessment**") at any time by a majority vote of the Board, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Areas, the Lots or Homes or Members of the Association, including but not limited to, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

17.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in LIPSCOMB TOWNHOMES conveyed to Owners or any greater number determined by Declarant from time to time. Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant (a "**Spec Lot**") also shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall Declarant pay Special Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been

made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover Date, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the Members.

17.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners or the Declarant of any sums due.

17.5 General Assessments Allocation. Installment Assessments shall be uniform for all Lots improved with a Home, except as provided in this Declaration. Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Installment Assessment amount reflects that such Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant to an Owner, then the Vacant Lot or Spec Lot, as applicable, shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments, including Individual Assessments against Lots for Owner Landscape Maintenance, shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A Members. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay

Assessments on Future Development Tracts, (ii) pay Installment Assessments if Declarant has elected to fund the Deficit instead of paying Installment Assessments on Homes or Lots owned by Declarant, (iii) pay Special Assessments, Emergency Assessments or Reserves, or (iv) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation or funding of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A Members. Declarant shall not be responsible for any Reserves or Special Assessments, even after the Turnover. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Association. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes. The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected on a monthly basis.

17.10.2 Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as

determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

17.10.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. The first purchaser of a Lot from the Declarant shall pay to the Association an initial contribution in an amount determined by the Board from time to time, subject to the prior written approval of such amount by the Declarant (the "**Initial Contribution**") at the time of closing of the conveyance. The funds derived from the Initial Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, existing and future Operating Expenses, capital improvements, support costs and start-up costs. The Initial Contribution payable to the Association hereunder shall be in addition to any similar contribution, fee or charge payable to the Master Association, if any, under the Master Declaration in connection with such conveyance.

17.12 Resale Contribution. After the conveyance of a Lot in which an Initial Contribution is paid or payable as provided in Section 17.11 above, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in an amount determined by the Board from time to time (the "**Resale Contribution**"). The Resale Contribution shall not be applicable to conveyances from or to Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs. The Resale Contribution payable to the Association hereunder shall be in addition to any similar contribution, fee or charge payable to the Master Association under the Master Declaration, if any, in connection with such conveyance.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) business days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association or the Manager (as defined below) engaged by the Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. Failure by a Lender to furnish a notice of default to the Association shall not result in liability of the Lender because such notice is given as a courtesy to the Association and the furnishing of such notice is not an obligation of any Lender to the Association. Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender with respect to such payment. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

17.17 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period. Each of such Assessments so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided however that if any such Assessments so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose Assessments were so accelerated shall continue to be liable

for the balance due by reason of such increase and Special Assessments against such Lot shall be levied by the Association for such purpose.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars ($25.00) per month or five percent of the delinquent installments whichever is greater (or such greater amount established by the Board and permitted by applicable law), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. Subject to providing any prior notice as may be required by law, if any, the Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, shall either (i) pay Installment Assessments on Lots and Homes owned by Declarant, including the applicable rate for Vacant Lots or Spec Lots, or (ii) fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of LIPSCOMB TOWNHOMES subject to this Declaration from the Assessments, provided that such part of LIPSCOMB TOWNHOMES exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

17.19.2 Any of LIPSCOMB TOWNHOMES exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be

entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. Association, Declarant and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. All such payments made by a Lessee to the Association shall be credited against rent and other sums due from such Lessee to such Owner. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders and Owners.

18.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Governing Documents.

18.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

19. Architectural Control.

19.1 Architectural Review Committee. The ARC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to LIPSCOMB TOWNHOMES. The ARC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ARC, and to appoint, remove, and replace all members of the ARC. Declarant shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ARC.

19.2 Membership. There is no requirement that any member of the ARC be a Member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of LIPSCOMB TOWNHOMES. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and improvements within LIPSCOMB TOWNHOMES by Owners. The ARC shall have the right to evaluate all plans and specifications as to consistency with Architectural Guidelines, harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ARC. The ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING LIPSCOMB TOWNHOMES. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW LIPSCOMB TOWNHOMES WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Architectural Guidelines. Each Owner and its contractors and employees shall observe, and comply with, and all construction or installation of landscaping or improvements within LIPSCOMB TOWNHOMES by such parties shall be consistent with the Architectural Guidelines which now or may hereafter be promulgated by the Declarant or the ARC, as same may be amended from time to time. The Architectural Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise: and shall have the effect of covenants as if set forth herein verbatim. The Architectural Guidelines shall not require any Owner to alter the improvements previously constructed in compliance with or exempt from compliance with Architectural Guidelines then in effect at the time of construction of same. Until the Community Completion Date, Declarant shall have the right to approve, adopt or amend the Architectural Guidelines in its sole discretion.

19.6 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In lieu of a meeting, the ARC may act in writing.

19.7 Power and Duties of the ARC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC.

19.8 Procedure. In order to obtain the approval of the ARC, each Owner shall observe the following:

19.8.1 Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ARC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, spa plans and specifications and the times scheduled for completion, all as reasonably specified by the ARC.

19.8.2 In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than forty-five (45) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property and the impact of same on the cost of Lot and Home maintenance to be conducted by the Association and Lot Landscape Maintenance and the Lot Irrigation System. In the event the ARC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ARC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC.

19.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ARC fails to provide such written decision within said forty-five (45) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

19.10 Variances. Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Architectural Guidelines, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict

compliance with the requirements set forth herein or in the Architectural Guidelines on any other occasion.

19.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ARC has been obtained:

19.12.1 Each Owner shall deliver to the ARC, if requested, copies of all construction and building permits as and when received by the Owner, as applicable. Each construction site in LIPSCOMB TOWNHOMES shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in LIPSCOMB TOWNHOMES shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in LIPSCOMB TOWNHOMES and no construction materials shall be stored in LIPSCOMB TOWNHOMES, subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Architectural Guidelines. If an Owner (or any of its contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ARC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ARC in its sole discretion.

19.12.2 There shall be provided to the ARC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. The ARC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Architectural Guidelines by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in LIPSCOMB TOWNHOMES.

19.12.4 The ARC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within LIPSCOMB TOWNHOMES. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within LIPSCOMB TOWNHOMES and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of LIPSCOMB TOWNHOMES at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Architectural Guidelines.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, as applicable, shall, upon demand of the Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Architectural Guidelines, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate of Non-Compliance. In the event that any Owner fails to comply with the provisions contained herein, the Architectural Guidelines, or other rules and regulations promulgated by the ARC, the Association and/or ARC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ARC, certifying that the Owner, as applicable, has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ARC's rights set forth in this Section 19. The issuance of a Certificate of Compliance by the ARC with respect to any improvements shall not be deemed a representation that such improvements comply with any or all applicable health, safety or building codes applicable to such improvements or representation

regarding the structural integrity, workmanship, materials, design, systems, safety or any other aspect or matter with respect to such improvements.

19.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Architectural Guidelines, any improvements of any nature made or to be made by Declarant, including without limitation, improvements made or to be made to the Common Areas or any Lot, shall not be subject to the review of the ARC, the Association, or the provisions of this Declaration or the Architectural Guidelines.

19.19 Exculpation. Declarant, Association, the directors or officers of the Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications or the issuance of a Certificate of Non-Compliance or a Certificate of Compliance with respect to such Owner's Lot or any improvements constructed thereon. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ARC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the ARC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ARC or their members, officers and directors. Declarant, Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency and compliance thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

20.1 Right to Cure. Should any Owner do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of this Declaration or Governing Documents including, without limitation, any provision herein benefiting SJRWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede Declarant or Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to a Lot or Common Areas; or

20.1.5 Impede Declarant from proceeding with or completing the development of LIPSCOMB TOWNHOMES, as the case may be;

Then Declarant and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner, as applicable, as an Individual Assessment.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner, as applicable, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief: and/or

20.2.2 Commence an action to recover damages: and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner, as applicable, as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Architectural Guidelines, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Architectural Guidelines may be enforced by Declarant, and/or, where applicable, Owners, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The

expense of any litigation to enforce this Declaration or Architectural Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Architectural Guidelines. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees and their respective Immediate Family Members, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes, against an Owner, Lessee, Immediate Family Member, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SJRWMD and the Rules and Regulations and Architectural Guidelines.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Compliance Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Compliance Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, Lessee, Immediate Family Member, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Compliance Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

20.6.3 The non-compliance shall be presented to the Compliance Committee acting as a tribunal, after which the Compliance Committee shall hear reasons why a fine or suspension should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Compliance Committee from time to time. A written decision of the Compliance Committee shall be submitted to the Owner, Lessee, Immediate Family Member, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Compliance Committee. The Owner, Lessee, Immediate Family Member, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Compliance Committee may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars ($100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated

as a separate violation and there is no cap on the aggregate amount the Compliance Committee may fine an Owner, Lessee, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors, including, without limitation, existing and future Operating Expenses, capital improvements, support costs and administrative costs. Any fine in excess of One Thousand Dollars ($1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

20.6.5 Notwithstanding the foregoing, the Compliance Committee may not suspend the right of any Owner, Lessee, Immediate Family Member, guest or invitee to use those portions of the Common Areas used to provide access or utility services to any Lot or Home or impose a suspension which impairs the right of any Owner, Lessee or Immediate Family Member to have vehicular and pedestrian ingress to and egress from their Lot or Home, including, but not limited to, the right to park vehicles as permitted in this Declaration.

21. Additional Rights of Declarant.

21.1 Sales and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of LIPSCOMB TOWNHOMES and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or others outside of LIPSCOMB TOWNHOMES. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of LIPSCOMB TOWNHOMES, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas, to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date

21.2 Modification. The development and marketing of LIPSCOMB TOWNHOMES will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Architectural Guidelines, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of LIPSCOMB TOWNHOMES to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within LIPSCOMB TOWNHOMES and/or on the Common Areas without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market LIPSCOMB TOWNHOMES in

advertisements and other media by making reference to LIPSCOMB TOWNHOMES, including, but not limited to, pictures or drawings of LIPSCOMB TOWNHOMES, Common Areas, Parcels and Homes constructed in LIPSCOMB TOWNHOMES. All logos, trademarks, and designs used in connection with LIPSCOMB TOWNHOMES are the property of Declarant, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant outside of LIPSCOMB TOWNHOMES.

21.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Declarant may contract with a third party licensed property manager ("**Manager**") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services and other purposes over, under, upon and across LIPSCOMB TOWNHOMES so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, as applicable, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

21.8 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Architectural Guidelines and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees and cost at all levels of proceeding, including before trial, in mediation, arbitration and other alternative dispute, resolution proceedings, at all trial levels and appeals, collections and bankruptcy. Such right shall include

the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.9 Additional Development. If Declarant withdraws portions of LIPSCOMB TOWNHOMES from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

21.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of LIPSCOMB TOWNHOMES including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on LIPSCOMB TOWNHOMES or adjacent to or near LIPSCOMB TOWNHOMES, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered regarding the Common Areas.

21.11 Intentionally Deleted.

21.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, THE DECLARANT, THE ASSOCIATION AND THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LIPSCOMB TOWNHOMES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.12.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LIPSCOMB TOWNHOMES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF LIPSCOMB TOWNHOMES AND THE VALUE THEREOF;

21.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR THE CITY OR PREVENTS TORTIOUS ACTIVITIES;

21.12.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

21.12.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF LIPSCOMB TOWNHOMES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION, DECLARANT AND INDEMNIFIED PARTIES ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION, DECLARANT AND INDEMNIFIED PARTIES HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE.

21.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN BREVARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BREVARD COUNTY, FLORIDA.

21.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OPPORTUNITY TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE,

SUCH RELIANCE IS DETRIMENTAL TO DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT LIPSCOMB TOWNHOMES TO THIS DECLARATION AND/OR SELL A LOT OR HOME TO SUCH OWNER, EACH OWNER, BY ACCEPTANCE OF A DEED WITH RESPECT TO THEIR LOT OR HOME, SHALL BE DEEMED TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT AND THE DECLARANT INDEMNIFIED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT AND THE DECLARANT INDEMNIFIED PARTIES, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.16 Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment by Declarant in an amendment to the Declaration recorded in the Public Records.

21.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of LIPSCOMB TOWNHOMES, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of LIPSCOMB TOWNHOMES without Declarant's prior review and prior written consent. Evidence of Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.18 Right to Approve Sales Materials. Prior to the Community Completion Date, all sales, promotional, and advertising materials for any sale of property in LIPSCOMB TOWNHOMES may be subject to the prior written approval of Declarant. Declarant shall deliver notice of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

21.19 Use Name of "LIPSCOMB TOWNHOMES. No person or entity shall use the name "LIPSCOMB TOWNHOMES," its logo, or any derivative of such name or logo in any printed or

promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of LIPSCOMB TOWNHOMES name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name LIPSCOMB TOWNHOMES in printed or promotional matter where such term is used solely to specify that particular property is located within LIPSCOMB TOWNHOMES.

21.20 Density Transfers. If any party shall develop any portion of LIPSCOMB TOWNHOMES so that the number of Lots contained in such portion of LIPSCOMB TOWNHOMES is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the such party (with respect to that Parcel) shall inure to the benefit of Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Association.

23. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Declarant, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Declarant's option, recorded in the Public Records.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the Membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. The Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Execution of Documents. Declarant's plan of development for the Property including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by the City or any other governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by the City or any other governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of LIPSCOMB TOWNHOMES, to execute

or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to LIPSCOMB TOWNHOMES or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event that Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Section, Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 8 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF LIPSCOMB TOWNHOMES ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO LIPSCOMB TOWNHOMES, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LIPSCOMB TOWNHOMES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO LIPSCOMB TOWNHOMES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR

DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF LIPSCOMB TOWNHOMES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records or issued by the City (collectively, the "Title Documents"). Declarant's plan of development for LIPSCOMB TOWNHOMES may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

24.9 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of LIPSCOMB TOWNHOMES. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider for such Telecommunications Services provided to all Homes shall be Operating Expenses and shall be included within the annual budget of the Association. Owners and Lessees may contract directly with such Telecommunications Provider for additional Telecommunications Services not provided for in contracts entered into by the Association and all such costs and expenses of same shall be the responsibility of such Owner or Lessee.

24.10 Notices and Disclaimers as to Telecommunications Systems. Declarant, the Association, or their successors, assigns or franchisees and any applicable DECLARANT Telecommunications Providers may enter into contracts for the provision of security services through any Telecommunications Systems. DECLARANT, THE ASSOCIATION,

TELECOMMUNICATIONS PROVIDERS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY. THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF A HOME SERVICED BY THE TELECOMMUNICATIONS SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF DECLARANT, THE ASSOCIATION OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of a Home receiving security services agrees that Declarant, the Association or any successor, assign or franchisee thereof and any Telecommunications Provider assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the Telecommunication Systems further agrees for himself, his grantees, Lessees and their respective Immediate Family Members, guests, invitees and licensees, that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of such system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Association or any other Indemnified Party for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/00 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by Declarant, the Association, the Telecommunications Provider or any Indemnified Party. Further, in no event will Declarant, the Association, any Indemnified Party, any Telecommunications Provider or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Telecommunication Services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Telecommunications Services shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Telecommunications Services, regardless of whether or not same is caused by reasons within the control of the Telecommunications Provider.

24.11 Enforcement of Governing Documents. Enforcement of the Governing Documents, including without limitation this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the

covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

24.12 Electronic or Video Communication. Wherever the Governing Documents require Members' attendance at a meeting either "in person or by proxy," Members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, Members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

24.13 Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

25. Surface Water Management System.

25.1 Surface Water Management System. The Association shall be responsible for the maintenance, operation and repair of the SWMS, ditches, canals, lakes, and Retention Areas in LIPSCOMB TOWNHOMES. Maintenance of the SWMS shall mean the exercise of practices which allow the SWMS to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the SWMS shall be as permitted, or if modified as approved by the SJRWMD. Operation and maintenance and any required reinspection of the SWMS shall be performed in accordance with the terms and conditions of the Permit. All portions of the SWMS within LIPSCOMB TOWNHOMES, excluding those areas (if any) normally maintained by the City or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Lots or Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. All private drainage easements specifically granted or dedicated to the Association on the Plat or by separate instrument, including Drainage Swale Easements, (the "**Private Drainage Easements**") shall be Common Areas. Such Private Drainage Easements will be regulated by the Association and maintained by the Owner of such Lot, including regular mowing, maintenance, replacement and irrigation of sod and landscaping to prevent erosion of slopes or swales. In the event any Owner fails to maintain any Private Drainage Easement on such Owner's Lot, the Association may maintain or restore same and the costs incurred in connection with such maintenance and restoration shall be an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below. The Declarant hereby grants the Association an easement of ingress and egress across all Lots containing Private Drainage Easements for the purpose of regulating and maintaining same.

25.1.1 Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the SWMS without the prior consent of the SJRWMD. 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. To the extent there exists within LIPSCOMB TOWNHOMES a wetland mitigation area or a detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SJRWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SJRWMD in the Permit may be conducted without specific written approval from SJRWMD.

25.1.2 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 therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any Retention Area lake, pond or other water retention~~,~~ or drainage areas which it abuts, and no portion of any Retention Area lake, pond or other water retention or drainage areas which is located on any Lot shall be filled. 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 the Declarant or the Association may draw water for irrigation or other purposes from any Retention Area lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed except as expressly permitted in this Declaration.

25.1.4 The maintenance of all SWMS and conservation areas, if any, excluding those areas (if any) maintained by the City or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 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 SJRWMD, the City, the Association and the Declarant.

25.1.6 SJRWMD and the City have 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 or in mitigation or conservation areas under the responsibility or control of the Association.

25.1.7 As more particularly set forth in Section 25.2 hereof, any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS and any proposed conveyance or abandonment of any Common Areas containing or affecting the SWMS shall have the prior written approval of SJRWMD and the City as appropriate.

25.1.8 No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in any wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in any Private Drainage Easement or Drainage Swale Easement, the Permit and Plat of LIPSCOMB TOWNHOMES, unless prior approval is received from the SJRWMD and the City, as appropriate.

25.1.9 Each Owner within LIPSCOMB TOWNHOMES at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SJRWMD and the City, as applicable.

25.1.10 Owners shall not remove native vegetation (including cattails) that becomes established within the Retention Areas, lakes, Private Drainage Easements, wetlands, preserves, upland buffers or similarly designated areas within or abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Retention Areas, ponds, lakes or such other areas to the SJRWMD and the City.

25.1.11 No Owner shall conduct any construction, clearing or grading-within any Private Drainage Easement or Drainage Swale Easement or otherwise improve or alter the character of any Private Drainage Easement or Drainage Swale Easement.

25.2 Proviso. Any proposed amendment to the Governing Documents that alters the SWMS, beyond maintenance in its original condition, including mitigation or preservation areas, conservation areas and/or the water management portions of the Common Areas, must have the prior approval of the SJRWMD. Notwithstanding any other provision in this Declaration, no amendment of the Governing 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 SJRWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to the SJRWMD for approval and for a determination of whether the amendment necessitates a modification of the Permit. Any amendment affecting the SWMS or conservation areas will not be finalized until any necessary modification of the Permit is approved by SJRWMD or the Association (or other permittee named in the Permit) is advised that a modification is not necessary.

25.3 Provision for Budget Expense. In the event LIPSCOMB TOWNHOMES has on site wetland mitigation (as defined in the regulations) that requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SJRWMD determines that the area(s) is successful in accordance with the Permit.

25.4 SJRWMD Enforcement. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the SWMS.

25.5 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the SWMS or drainage system within the LIPSCOMB TOWNHOMES under the plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall indemnify and hold Declarant and all Declarant Indemnified Parties harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the SWMS occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees. Upon completion of construction of the SWMS, Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall accept such assignment and shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant and all Declarant Indemnified Parties harmless therefrom.

26. Additional Disclosures and Restrictions.

26.1 Disclosure of Agricultural Operations Near Project. Each Owner, by accepting a deed to a Lot, acknowledges that: (a) LIPSCOMB TOWNHOMES may be located in the vicinity of agricultural properties; (b) Lots within LIPSCOMB TOWNHOMES may be subject to odors, fumes, smells and physically airborne particulates caused by the operation and maintenance of neighboring agricultural properties; and (c) pesticides, insecticides and fertilizers may drift over and disperse upon portions of LIPSCOMB TOWNHOMES from time to time as a result of crop dusting and other similar activities on neighboring agricultural properties involving the application of such substances.

26.2 Wild Animals. LIPSCOMB TOWNHOMES may be located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto LIPSCOMB TOWNHOMES, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Lot. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Property. Conduct that may attract wild creatures onto LIPSCOMB TOWNHOMES, and that may be restricted or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild creatures, or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators or freezers in garages or on porches or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) leaving birdfeeders out overnight; (iv) keeping bees; (v) not keeping garage doors closed in accordance with Section 12.16 hereof; and (vi) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate Rules and Regulations which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto LIPSCOMB TOWNHOMES. For purposes of illustration and not limitation of the foregoing sentence, the Board may promulgate Association Rules and Regulations mandating that Owners acquire, at their sole cost and expense, and use so called "Bear Resistant Trash Containers" for the disposition of food waste. Any such Bear Resistant Trash Containers shall be a type or types that are acceptable to the Association and that are capable of pick-up by any trash hauler(s) servicing the Project.

26.3 Street Lighting Agreement. The Association may enter into an agreement to provide street lighting throughout LIPSCOMB TOWNHOMES with a utility provider or company on such terms as are acceptable to the Association in its sole discretion (the "**Street Lighting Agreement**"). The cost of providing street lighting to LIPSCOMB TOWNHOMES pursuant to the Street Lighting Agreement shall be an Operating Expense of the Association.

26.4 Association and Declarant Not Insurers of Safety or Security. The Association may, but shall not be obligated to, maintain or support various activities within LIPSCOMB TOWNHOMES which are intended to foster or promote safety or security. In no event shall the Association, the Declarant or Indemnified Parties in any way be considered insurers or guarantors of safety or security within LIPSCOMB TOWNHOMES, nor shall any of them be held liable for any loss or damage by reason of the lack of adequate security or safety measures or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about LIPSCOMB TOWNHOMES cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended. Each Owner therefore acknowledges, understands and agrees that the Declarant, the Association, and the Indemnified Parties are not insurers or guarantors of safety or security within LIPSCOMB TOWNHOMES and that each person entering upon LIPSCOMB TOWNHOMES assumes all risks of loss or damage to persons and property resulting from the acts of third parties.

27. Intentionally Deleted.

28. Dispute Resolution. This Section 28 is intended to encourage the resolution of certain disputes that may involve or affect the Association, its Members and/or LIPSCOMB TOWNHOMES. Such disputes may create significant financial exposure for the Association and its Members, affect each Member's use and enjoyment of their Lot and the Common Areas, interfere with the resale and refinancing of Lots, and cause strife and tension among Members, the Board and the Association's management. Accordingly, this Section 28 requires transparency and, in certain circumstances, Owner participation. Transparency means that inspection reports concerning Common Areas related to a dispute are prepared by an independent, professional engineer free from improper influence, and Owners are informed in advance about certain disputes and proposed arrangements between the Association and a law firm or attorney who may represent the Association in the dispute. Owner participation means that in certain situations Owners will have an opportunity to participate in the decision-making process regarding whether the Association should pursue a claim and engage an attorney or law firm for that purpose.

28.1 Agreement to Resolve Disputes; Application; Definitions. The Association, Owners, the Declarant, all persons subject to this Declaration, and each person not otherwise subject to this Declaration who agrees to submit to this Section 28 by written instrument delivered to a Claimant (defined below), which may include, but is not limited to, a Builder, a general contractor, sub-contractor, or design professional (individually, a "**Party**" and collectively, the "**Parties**"), agree to encourage the amicable resolution of disputes covered by this Section 28 to avoid the costs of litigation and arbitration if at all possible. Accordingly, each Party, including, without limitation, each Owner by acceptance of a deed or other conveyance or ownership interest in their Lot, agrees to be subject to the requirements of this Section 28 and agrees that this Section

28 applies to all Claims (as defined below). The following words, when capitalized, have the following meanings:

"**Claim**" means any claim, cause of action, grievance or dispute:

(i) arising out of or in any way relating to the rights and/or duties of the Association, the Board, the ARC, any other committee of the Association, or the Declarant under the Governing Documents;

(ii) arising out of or in any way relating to the acts or omissions of the Association, the Board, any Board member, any officer of the Association, or any committee of the Association, including the ARC; any acts or omissions of the Declarant during the Declarant's control and administration of the Board or the ARC; or any exercise by Declarant of any rights of Declarant under the Governing Documents, including but not limited to any such claim, cause of action, grievance or dispute relating to budgets, Reserves, Assessments, contributions, funding of the Deficit, expenditures, claims of financial guarantees and other financial and accounting matters; or

(iii) arising out of or in any way relating to the design, construction, operation, repair, alteration or maintenance, or warranty with respect thereto, of the Common Area or any improvements located thereon (a "**Common Area Claim**").

"**Claimant**" means any Party having a Claim under this Section 28 or a Home Construction Claim under Section 29 below against any other Party.

"**Respondent**" means any Party against which a Claim or Home Construction Claim has been or may be asserted by a Claimant.

Notwithstanding the foregoing, a Claim does not include and this Section 28 does not apply to (i) a claim by the Association for Assessments pursuant to Section 17 or imposition of fines by the Association pursuant to Section 20.6 or any action by the Association to collect such Assessments or fines, including interest, attorneys fees and costs, (ii) any action to enforce the easements, architectural control provisions, maintenance provisions, Architectural Guidelines, Use Restrictions or Rules and Regulations contained in this Declaration, the other Governing Documents or otherwise established by the Declarant, the Association, the Board, the ARC or any other committee of the Association, (iii) a claim for or related to injuries to or the death of a person, (iv) any election or recall dispute subject to mandatory binding arbitration by the Department of Business Regulation pursuant to Florida Statutes Section 720.311(1). Notwithstanding anything contained in this Section 28, any claim brought by an Owner related to the design or construction of a Home, a Lot or an improvement on a Lot will not be subject to this Section 28, but will be governed exclusively by the express or implied warranty provided by the Builder or contractor which constructed such Home or improvement and any other agreements between the Owner of such Lot (or its predecessor in title) and such Builder or contractor as well as Section 29 below and all applicable law, including Florida Statutes Section 558.

Notwithstanding any provision of this Section 28 to the contrary, Claims which are subject to presuit mediation pursuant to Florida Statutes Section 720.311(2)(a), including, without

limitation, disputes between the Association and an Owner regarding use of or changes to a Lot, Tract, Parcel or Common Area, covenant enforcement disputes, disputes regarding amendments to the Governing Documents, disputes regarding meetings of the Board and committees appointed by the Board, Membership meetings (not including election meetings) and access to official records of the Association, shall comply with the procedures and requirements for such presuit mediation set forth in Florida Statutes Section 720.311, including requirements for notice, designation and selection of the mediator and mediation procedures. If a Claimant sends a demand for presuit mediation pursuant to Florida Statutes Section 720.311 and a Respondent agrees to such presuit mediation, such mediation shall be conducted in accordance with the requirements of Florida Statutes Section 720.311 and shall be lieu of the mediation to be conducted pursuant to Section 28.5 below. If the Respondent does not agree to presuit mediation pursuant to Florida Statutes Section 720.311, such claim shall be subject to mandatory mediation pursuant to Section 28.5 below.

Notwithstanding any provision of this Section 28 to the contrary, with respect to any Claim by a Claimant that is subject to the requirements of Florida Statutes Chapter 558 applicable to "construction defects" as that term is defined in Florida Statutes Section 558.002(5), the Claimant and Respondent will comply with the requirements of Florida Statutes Chapter 558. Without limiting the generality of the foregoing, the Claimant and Respondents will comply with the provisions of Florida Statutes Chapter 558 regarding (i) notice of such Claim from Claimant to Respondent, (ii) Respondent's notice of such Claim to contractors, subcontractors, suppliers and design professionals who, in the opinion of Respondent, may be responsible for such construction defects, (iii) inspection and testing of the property and improvements that are subject to such Claim, (iv) response of the Respondent to Claimant with respect to such Claim, including any offer to remedy the construction defects or to compromise and settle such Claim or a response disputing such Claim. The Parties' compliance with the requirements of Florida Statutes Chapter 558 shall be in lieu of the otherwise applicable provisions of this Section 28 requiring notice of such Claim pursuant to Section 28.3 below, negotiation of such Claim pursuant to Section 28.4 below and mediation of such Claim pursuant to Section 28.5 below. In the event any Claim subject to Florida Statutes Chapter 558 is not resolved by the Parties pursuant to the procedures set forth in Florida Statutes Chapter 558, the Parties shall proceed to arbitration of such Claim pursuant to Section 28.6 below.

28.2 Mandatory Procedures. **A Claimant may not initiate, participate in or maintain any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress or resolution of a Claim until the Claimant has complied with the applicable procedures of this Section 28. As provided in Section 28.5 below, all Claims not resolved through negotiation must be submitted to mediation. As provided in Section 28.6 below, all Claims not resolved through negotiation or mediation must be resolved by binding arbitration.**

Informal Resolution of Claims

The Parties are encouraged to informally communicate to amicably and efficiently resolve disputes. A Claimant is not required to follow the mandatory procedures in this Section 28 unless a Claim is not resolved and the Claimant desires to pursue a Claim and initiate a proceeding described in Section 28.2 above.

Common Areas
Prior to pursuing a Common Area Claim, the Association (or an Owner if allowed by the jurisdiction) must comply with the requirements of Section 28.9 below.

28.3 Notice of Claim. To pursue a Claim, a Claimant must send each Respondent written notice of the Claim (the "**Notice**") stating plainly: (i) the nature of the Claim, including date, time, location, persons involved and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Governing Documents or other authority from which the Claim arises or which supports the Claim); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to Section 28.3 of this Declaration. If the Claim is a Common Area Claim, the Notice must also include a signed resolution of the Board confirming that Members holding a majority of the Voting Interests in the Association approved pursuing the Claim in accordance with Section 28.9.3 below. The Notice must be sent to each Respondent via certified mail, return receipt requested.

28.4 Negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time in an effort to resolve the Claim by good faith negotiation. If the Claim involves or may affect any portion of LIPSCOMB TOWNHOMES, then at such meeting or another mutually-agreeable time, Respondent and its representatives will be given access to, and the opportunity to inspect, such portions of LIPSCOMB TOWNHOMES.

28.5 Mediation. If the Parties do not resolve the Claim through negotiation within one-hundred twenty (120) days after the date of the Notice (or within such other period as may be agreed on by the Parties), either Claimant or a Respondent may (i) with respect to any such Claim which is subject to mediation pursuant to Florida Statutes Section 720.311, demand mediation of such Claim pursuant to such Florida Statutes Section 720.311 or (ii) may submit the Claim to mediation pursuant to this Section 28.5 with the assistance of a mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and with expertise appropriate to the subject matter of the Claim. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, either Respondent or Claimant may initiate arbitration proceedings in accordance with Section 28.6.

28.6 Arbitration. All Claims not resolved through negotiation and mediation or the Chapter 558 statutory process must be resolved by binding arbitration as provided below. However, Claimant or Respondent may bring an action in court seeking injunctive relief to preserve the status quo and prevent irreparable harm, seeking relief that would otherwise be unavailable in arbitration, or to compel arbitration of any Claim not referred to arbitration as required by this Section 28.6. The parties acknowledge that Florida Statutes Section 720.311(2)(c) provides that the parties to dispute subject to presuit mediation under Florida Statutes Section 720.311 may elect to enter into binding or non-binding arbitration pursuant to the procedures set forth in Florida Statutes Section 718.1255, and that the parties may elect to proceed or not proceed with such arbitration in their sole discretion. If the Claimant and Respondent elect to enter into binding or non-binding arbitration pursuant to Florida Statutes Sections 720.311(2)(c) and 718.1255 with respect to any

Claim, such arbitration will be conducted pursuant to such statutes in lieu of the arbitration to be conducted pursuant to this Section 28.6. If the Claimant and Respondent do not elect to enter into arbitration pursuant to Florida Statutes Sections 720.311(2)(c) and 718.1255 with respect to their Claim, such Claim shall be resolved pursuant to arbitration as provided in this Section 28.6.

28.6.1 Governing Rules. If a Claim has not been resolved after mediation in accordance with Section 28.5 and is not submitted to arbitration by the parties pursuant to Florida Statutes Sections 720.311(2)(c) and 718.1255, the Claim will be resolved by binding arbitration pursuant to the Federal Arbitration Act ("**FAA**") conducted in accordance with the applicable rules of the American Arbitration Association ("**AAA**"). If the Claim is a Common Area Claim, then those rules shall be the AAA's Construction Industry Arbitration Rules and Mediation Procedures. The periods of limitation under applicable law shall apply to any Claim and arbitration proceeding under this Section 28. In the event of any inconsistency between the applicable AAA rules and this Section 28.6, this Section 28.6 will control. The decision rendered by the arbitrator shall be binding and, except as provided below, not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction.

28.6.2 Award. To resolve Claims, the arbitrator may grant any remedy or relief the arbitrator deems just and equitable; provided, however, the arbitrator's decision and award must be in accordance with applicable law and may not violate this Section 28.6 or Section 28.7 below. In each proceeding, the arbitrator shall make specific, written findings of fact and conclusions of law. IN NO EVENT MAY AN ARBITRATOR AWARD SPECULATIVE, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES FOR ANY CLAIM. In addition to any right of appeal or review under the FAA or applicable AAA rules, any Party may appeal or seek vacation or modification of an award that is based in whole or in part on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined under applicable law; (ii) conclusions of law that are erroneous; (iii) an error of applicable law; or (iv) a cause of action or remedy not expressly provided under applicable law.

28.6.3 Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days after the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in the County. Any Party to a Claim shall have the right to join in the proceedings any contractor, subcontractor, supplier or design professional involved in the design or construction of improvements that are the subject of the Claim. Except as otherwise provided by this Section 28.6 or in Section 28.7, the arbitrator may impose sanctions and take other actions as the arbitrator deems necessary to the same extent a judge could do so pursuant to applicable law. Claimant and each Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law. Any such Claim involving the Association as a Party shall be deemed pending litigation which the Board and counsel representing the Association may discuss at meetings that are not open to Members pursuant to Florida Statutes 720.303(2)(a) and records relating to any such Claim may not be accessible to Members under Florida Statutes Section 720.303(5)(c)(1). In no

event shall a Party discuss a Claim with the news media or issue a press release regarding a Claim without the written consent of all other Parties to the Claim.

28.7 Costs. Except as provided in the following sentence, each Party shall bear all of its own costs incurred in bringing or responding to a Claim or otherwise complying with the dispute resolution process contained in this Section 28, including without limitation its attorney's fees and costs, and none of such costs may be allocated or awarded to either Party by an arbitrator. If Claimant files an action in a court of law prior to complying with the applicable dispute resolution procedures in this Section 28, then Claimant shall reimburse the other Parties for the costs, including attorneys' fees, of dismissing or staying such action. Claimant and each Respondent will equally divide all expenses and fees charged by the mediator and arbitrator.

28.8 Funding Association Claims. If the Association intends to pursue a Claim and a reasonable estimate of the attorneys' fees, inspection costs, consultant and expert fees, arbitration fees and other costs that may be incurred as a result of prosecuting the Claim (whether incurred by the Association directly or for which the Association may be liable) exceeds $10,000, then the Association must levy a Special Assessment to fund the estimated costs to pursue and resolve such Claim in accordance with this Section 28. The Association may not use its annual operating income or Reserves to fund the costs to pursue and resolve a Claim, but the Association may use a previously established and funded dispute resolution fund.

28.9 Claims Relating to Common Areas. As stated in Section 11 of the Articles, the Association does not have the power or right to institute, pursue, join, defend, intervene in or settle litigation, arbitration or other proceedings (i) in the name of or on behalf of an Owner (whether one or more) or (ii) pertaining to a claim relating to the design or construction of a Home, a Lot, or any improvements on a Lot (other than a Claim relating to portions of Lots constituting Common Areas). Each Owner, by accepting a deed, conveyance or other interest in or title to a Lot, irrevocably grants and assigns to the Association the exclusive right to institute, pursue, join, defend, intervene in and settle litigation, arbitration or other proceedings relating Common Area Claims. IF THE ASSOCIATION DESIRES TO ASSERT A COMMON AREA CLAIM, AS A PRECONDITION TO PROVIDING THE NOTICE REQUIRED BY SECTION 28.3 AND INITIATING THE MANDATORY DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS SECTION 28, THE ASSOCIATION MUST COMPLY WITH SECTIONS 28.9.1, 28.9.2 AND 28.9.3 BELOW:

28.9.1 Obtain a Common Area Report. The Association must obtain a written report (the **"Common Area Report"**) prepared by an independent professional engineer licensed by the State in which LIPSCOMB TOWNHOMES is located with an office located in the County (the "**Inspection Company**") assessing the condition of the Common Areas which are the subject of the Claim. ***The requirements for the Common Area Report are intended to provide assurance to the Association, Owners and Respondents that such report was prepared by an independent professional and the substance, conclusions and recommendations contained in such report have not been affected by improper influences or influences that could have compromised the professional judgment of the party preparing such report.*** The Common Area Report must include: (i) a description and photographs of the Common Area that is the subject of the Claim and its present condition; (ii) a description of any modifications, maintenance, or repairs to same performed by any

party; and (iii) if the Common Area Report identifies deficient or defective conditions, a detailed description of any recommended corrective action, including modifications, maintenance, repairs, or replacement of any such Common Areas, including the specific processes, procedures and materials required to correct such deficient or defective conditions, and the estimated costs to effect such corrective action. Such estimated corrective action costs shall be obtained from independent, third-party contractors, each with an office located in the County and holding all licenses required by applicable law to perform the recommended corrective action. The Common Area Report must be an "independent" report obtained directly by the Association, which means: (i) the Inspection Company may not have an arrangement or agreement to provide consulting and/or engineering services with a law firm or attorney that presently represents or proposes to represent the Association; (ii) the costs to prepare the Common Area Report must be paid directly by the Association to the Inspection Company at the time the Common Area Report is completed and delivered to the Association; and (iii) a law firm or attorney that presently represents or proposes to represent the Association may not have agreed, conditionally or unconditionally, to advance or reimburse the Association for the cost of the Common Area Report.

28.9.2 Provide Notice of the Defective Condition and Opportunity to Inspect and Repair or Correct. Within thirty (30) days after the Association receives the Common Area Report, the Association must send each Respondent a written notice of the Common Area Claim identifying in reasonable detail each deficient or defective condition in the Common Area that is the subject of the Claim, together with a complete copy of the Common Area Report and any other report, study, analysis and recommendation obtained by the Association relating to the Common Areas that are the subject of the Claim. Such notice must be sent to each Respondent via certified mail, return receipt requested, or via overnight delivery service with proof of delivery. From the date of receipt of such notice and for ninety (90) days thereafter, each Respondent shall have the right to: (a) inspect any condition identified in the Common Area Report as defective or deficient; (b) contact the Inspection Company for additional information needed to clarify any finding or statement in the Common Area Report; and (c) repair or correct any one or more of the conditions identified as being defective or deficient (if a Respondent commences the repair or correction of one or more conditions identified as being defective or deficient, the Respondent shall have the time reasonably necessary to complete such repair or correction). As provided in Section 10.7 above, the Declarant has an easement and right of entry throughout LIPSCOMB TOWNHOMES for itself, its successors, assigns, architects, engineers, design professionals, each Builder and their contractors, subcontractors and suppliers that may be utilized to correct any such conditions identified in the Common Area Report. For Claims governed by Florida Statutes Section 558, the Claimant and each Respondent shall comply with the notice, inspection, testing, opportunity to remedy, repair or replace, settlement and other requirements of such Section 558 during the time from and after each Respondent's receipt of the notice described in this Section 28.9.2. Nothing in this Section 28 shall be construed to modify or extend the time periods set forth in Section 558 of the Florida Statutes.

28.9.3 Obtain Approval of Owners to Pursue Claim. The requirements related to Owner approval set forth herein are intended to ensure that Owners are fully informed

of and approve the potential costs the Association and Owners may incur in prosecuting a Common Area Claim, the time that prosecuting such a Claim may take, and the financial and other effects that prosecuting such a Claim may have on the Association and its Owners. Accordingly, the Association must obtain the approval of Members holding a majority of the Voting Interests entitled to be cast by all Members of the Association at a meeting of the Members called in accordance with the Bylaws to provide the Notice described in Section 28.3 above, initiate the mandatory dispute resolution procedures set forth in this Section 28, or take any other action to prosecute a Common Area Claim. The notice of such meeting must include (in addition to any requirements set forth in the Bylaws): (i) a description of the Common Area Claim, the relief sought, an estimate of the time it will take to prosecute the Claim and the likelihood of success; (ii) a copy of the Common Area Report; (iii) an estimate of the attorney fees, consultant fees, expert fees, arbitration fees and other costs that may be incurred as a result of prosecuting the Claim, whether incurred by the Association directly or for which the Association may be liable; (iv) a summary of the steps previously taken by the Association to resolve the Claim; (v) a statement that initiating arbitration or any legal action to resolve the Claim may affect the market value, marketability, or refinancing of a Lot while the Claim is being prosecuted; and (vi) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this Section 28.9.3 must be prepared and signed by a person who is not the attorney or member of the law firm who represents or is proposed to represent the Association with respect to the Claim, or retained or employed by or otherwise affiliated with the law firm of the attorney who represents or is proposed to represent the Association with respect to the Claim. If the Members so approve pursuing the Common Area Claim at such meeting, Members holding a majority of the Voting Interest in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue pursuit of such Claim. The Membership approval requirements of this Section 28.9.3 are in addition to the Membership approval requirements for Association Claims or litigation involving amounts in excess of $100,000 required by Florida Statutes Section 720.303(1).

If the Association desires to engage or execute an agreement with a law firm or attorney to investigate or prosecute a Common Area Claim, then the Members should be informed of, and have the opportunity to approve, the financial arrangements between the Association and the law firm or attorney proposed to be engaged for such Claim. Among other financial arrangements, the engagement agreement between the Association and the law firm or attorney could require the Association to pay fees and expenses to the law firm or attorney which will be paid through Assessments levied against Owners, or may require the Association to pay fees and expenses if the relationship between the Association and the law firm or attorney is terminated, if the Association elects not to engage the law firm or attorney to prosecute the Claim, or if the Association agrees to settle the Claim. Such financial obligations could have a significant effect on the Association and its Members. Accordingly, before the Association engages or executes an agreement with a law firm or attorney to investigate or prosecute a Common Area Claim, the law firm or attorney and the financial arrangements and agreements between the Association and the law firm or attorney (collectively, an "**Engagement Agreement**") must be approved by Members holding a majority of the Voting

Interests entitled to be cast by all Members of the Association at the meeting of the Members described in the preceding paragraph. In that case, the meeting notice to the Members must also include: (a) the name of the law firm and attorney; (b) a copy of the Engagement Agreement; (c) an estimate of the fees and expenses that may be required to be paid by the Association under the Engagement Agreement; (d) the conditions upon which such fees and expenses may be required to be paid by the Association; and (e) a description of the process the law firm or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of portions of the Common Area or improvements in LIPSCOMB TOWNHOMES). If destructive testing will be required or is likely to occur, the notice shall contain (i) a description of the destructive testing, (ii) the likely locations of the destructive testing, (iii) whether the Owners' use of their Lots or any Common Area will be interrupted or affected by such testing, (iv) the means or methods the Association will use to repair the Common Area or improvements affected by such testing, and (v) the estimated costs for such testing and repairs, along with an estimate of the Assessments that may be levied against the Owners to pay for the costs of such testing and repairs. Unless approved by the Members as provided above, the Association shall not have the authority to enter into, and shall not enter into, an Engagement Agreement with a law firm or attorney to investigate or prosecute a Common Area Claim. All Engagement Agreements must be in writing. Neither the Board nor any officer of the Association shall have the authority to pay any fees, expenses or other charges to a law firm or attorney relating to evaluating, investigating or asserting a Common Area Claim unless same is pursuant to a written Engagement Agreement approved by the Owners in accordance with this Section 28.9.

28.10 Claims by Owner(s) Relating to Common Areas. Pursuant to Section 28.9 above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Areas. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Areas, since a Claim affecting the Common Areas could affect all Owners, such Owner shall be required, as a precondition to providing the Notice defined in Section 28.3, initiating the mandatory dispute resolution procedures set forth in this Section 28, or taking any other action to prosecute such a Claim, to comply with the requirements of Sections 28.9.1, 28.9.2 and 28.9.3. Additionally, class action proceedings are prohibited, and no Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this Declaration. Each Owner, by accepting a deed or conveyance of or other interest in any Lot thereby irrevocably waives any and all rights to prosecute, participate, initiate or join in any such class action proceedings.

28.11 Limitation on Amendment. Notwithstanding any provision of this Declaration to the contrary, this Section 28 may not be amended without the prior written consent of Declarant, which can be withheld in Declarant's sole discretion.

29. Home Construction Claims.

29.1 Claims Relating to Homes and Lots. **EACH OWNER (WHICH INCLUDES WITHOUT LIMITATION EACH SUBSEQUENT PURCHASER OF A LOT OR HOME), BY ACCEPTING AN INTEREST IN OR TITLE TO A LOT OR HOME, AGREES THAT ALL CLAIMS AND CAUSES OF ACTION THAT SUCH OWNER MAY HAVE RELATING TO THE ORIGINAL DESIGN OR CONSTRUCTION OF SUCH OWNER'S HOME, LOT, OR ANY IMPROVEMENT ON SUCH OWNER'S LOT (OTHER THAN COMMON AREAS ON ONE OR MORE LOTS), INCLUDING WITHOUT LIMITATION CLAIMS BASED ON ANY EXPRESS OR IMPLIED WARRANTIES (COLLECTIVELY, "HOME CONSTRUCTION CLAIMS"), WILL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF THE EXPRESS OR IMPLIED WARRANTY PROVIDED BY DECLARANT, THE BUILDER OR CONTRACTOR (AS APPLICABLE) WHICH CONSTRUCTED SUCH HOME OR IMPROVEMENT AND ANY OTHER AGREEMENTS BETWEEN THE INITIAL PURCHASER OF SUCH HOME AND DECLARANT OR SUCH BUILDER OR CONTRACTOR (AS APPLICABLE), INCLUDING WITHOUT LIMITATION ALL PROCEDURES AND AGREEMENTS CONTAINED THEREIN PERTAINING TO THE RESOLUTION OF DISPUTES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OWNER (WHICH INCLUDES WITHOUT LIMITATION EACH SUBSEQUENT PURCHASER OF A LOT OR HOME), BY ACCEPTING AN INTEREST IN OR TITLE TO A LOT OR HOME, ASSUMES THE TERMS AND CONDITIONS OF THE EXPRESS OR IMPLIED WARRANTY PROVIDED BY DECLARANT OR THE BUILDER OR CONTRACTOR WHICH CONSTRUCTED THE HOME OR IMPROVEMENT, AND, UNLESS THE EXPRESS WARRANTY OR CONTRACT PROVIDED BY DECLARANT OR SUCH BUILDER OR CONTRACTOR CONTAINS OTHER PROCEDURES TO RESOLVE HOME CONSTRUCTION CLAIMS, SPECIFICALLY AGREES TO THE FOLLOWING:**

29.1.1 Compliance with Florida Statutes Section 558. Notwithstanding any provision of this Section 29 to the contrary, with respect to any Home Construction Claim that is subject to the requirements of Florida Statutes Section 558 applicable to "construction defects" as that term is defined in Florida Statutes Section 558.002(5), the parties to such Home Construction Claim will comply with the requirements of Florida Statutes Section 558 before proceeding to arbitration in accordance with this Section 29. Without limiting the generality of the foregoing, such parties will comply with the provisions of Florida Statutes Section 558 regarding (i) notice of such Claim from Claimant to Respondent, (ii) Respondent's notice of such Claim to contractors, subcontractors, suppliers and design professionals who, in the opinion of Respondent, may be responsible for such construction defects, (iii) inspection and testing of the property and improvements that are subject to such Claim, (iv) response of the Respondent to Claimant with respect to such Claim, including any offer to remedy the construction defects or to compromise and settle such Claim or a response disputing such Claim. The Parties' compliance with the requirements of Florida Statutes Section 558 shall be in addition to the application provisions of this Section 29 requiring mandatory arbitration of such Home Construction Claim pursuant to this Section 29. In the event any Home Construction Claim subject to Florida Statutes Section 558 is not resolved by the Parties pursuant to the procedures set forth in Florida Statutes Section 558, the Parties shall proceed to arbitration of such Claim pursuant to this Section 29.

29.1.2 Agreement to Arbitrate Home Construction Claims. **ALL HOME CONSTRUCTION CLAIMS THAT ARE NOT RESOLVED PURSUANT TO THE PROCEDURES OUTLINED IN FLORIDA STATUTES SECTION 558 SHALL BE RESOLVED BY BINDING ARBITRATION.** This means each Owner (which includes without limitation each subsequent purchaser of a Lot or Home) and the other parties involved in the Home Construction Claim GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY to assert or defend Home Construction Claims (EXCEPT for matters that may be taken to SMALL CLAIMS COURT as provided below). Home Construction Claims will be determined by a NEUTRAL ARBITRATOR and NOT by a judge or jury. The parties to each Home Construction Claim will be entitled to a FAIR HEARING, but the arbitration procedures are simpler and more limited than the rules applicable in a court. The arbitrator's decision will be final and binding, subject to appeal as described below. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court. For more information, read the provisions regarding arbitration below, review the American Arbitration Association's Home Construction Arbitration Rules and related information at www.adr.org, call the American Arbitration Association at 1-800-778-7879, and consult an attorney if you so choose. Alternatively, if the Home Construction Claim does not exceed the maximum jurisdictional amount for a small claims court in the State where the Lot or Home is located, a party involved in a Home Construction Claim may elect to have the claim resolved in a small claims court rather than by binding arbitration (however, any appeal of a small claims court judgment must be resolved through arbitration in accordance with this Section 29).

29.1.3 Applicable Law. The original construction and sale of each Home was a transaction involving interstate commerce. The Federal Arbitration Act (the **"FAA"**) shall govern the interpretation and enforcement of this agreement to arbitrate Home Construction Claims. Even if a part or parts of these arbitration provisions is/are determined to be unenforceable under applicable law, the remainder shall survive, and the parties shall remain obligated to resolve Home Construction Claims through binding arbitration as set forth herein.

29.1.4 Arbitrator – American Arbitration Association. The arbitration shall be conducted before an arbitrator appointed by the American Arbitration Association (the **"AAA"**). If the AAA declines to arbitrate a Home Construction Claim, or if the AAA is not available, the parties will agree to an alternative arbitrator, or have a court appoint a new arbitrator who meets the qualification criteria of an AAA-trained arbitrator and has at least ten years of construction arbitration experience.

29.1.5 Arbitration Rules. The arbitration shall proceed in accordance with the AAA's Home Construction Arbitration Rules. If those rules have been repealed or replaced at the time the arbitration claim is filed, the AAA's rules then most applicable to residential construction shall apply. However, each Builder or contractor will be entitled to visually inspect and perform testing as to any component claimed to have a construction defect and no AAA rule shall apply if it is inconsistent with the provisions of this agreement.

29.1.6 Additional Parties or Claims. Each party to a Home Construction Claim may join as a party to the arbitration any third party consultant, contractor, supplier,

manufacturer, engineer, architect or other professional involved in the manufacture, design or construction of any part of the Home, Lot or improvement on the Lot. Except as provided above, each Home Construction Claim shall be between only the then Owner of a Home or Lot and the Declarant, Builder, contractor and other parties involved in manufacture, design or construction of any part of such Home or improvements on such Lot and shall not be joined or consolidated with the claims or arbitration of any other party, and the arbitrator is not authorized to permit any consolidation or joinder with any other party. Each Owner and subsequent purchaser of a Lot or Home, by acceptance of a deed or conveyance of or interest in such Lot or Home, irrevocably waives the right to institute or participate in a class or any other type of representative arbitration or any type of legal action as a member or representative of a class for any Home Construction Claim and agrees the arbitrator is not authorized to permit any class or representative arbitration.

29.1.7 Arbitration Process. A party seeking to resolve a Home Construction Claim shall begin the arbitration process by filing a demand for arbitration with the AAA and serving a copy of the demand on the other party. The failure to initiate arbitration at any particular time shall not be considered a waiver of the right to compel arbitration of a Home Construction Claim. The only way this right to arbitrate claims may be waived is by a written agreement among the parties. To the extent not inconsistent with the FAA, all provisions of this paragraph are subject to the general qualification that state laws, requirements and rules, including, but not limited to, state filing limitations (such as statute of limitations and statutes of repose), may affect how and when arbitration may be initiated and administered. The following is a brief description of the steps to initiate arbitration and the arbitration process:

29.1.7.1 Step 1 – Filing a Request. The party initiating arbitration must notify the AAA in writing of the request for arbitration under the terms of this Agreement. If a Builder or contractor initiates arbitration, such Builder or contractor will pay the AAA's filing fee. If an Owner (including a subsequent purchaser of a Lot) initiates arbitration, such Owner will pay the lesser of 1/2 of the AAA filing fee or the amount provided by the AAA rules and the Builder or contractor will pay the other 1/2 or remainder. All other AAA arbitration fees and costs shall be paid in accordance with the applicable AAA fee schedule.

29.1.7.2 Step 2 - Hearing. The arbitration will be held at a location agreed to by the parties, usually in the metropolitan area where LIPSCOMB TOWNHOMES is located. The hearing typically will be scheduled by the arbitrator at a time mutually agreeable to all parties. At the hearing, the arbitrator will hear and consider evidence presented by all parties. If a party timely notifies the AAA of a request for a record of the hearing prior to the earlier of the hearing date or the date in the AAA's rules, if specified, the arbitrator will preserve all evidence presented at the arbitration. Oral evidence will be preserved in a manner that it can be converted into a written transcript. The costs of the record will be paid by the party requesting the record or shared equally among the parties requesting a copy.

29.1.7.3 Step 3 - Award. The arbitrator's award will decide the relief to be awarded and, if requested by a party, the scope and manner of correction. The arbitrator's award shall be consistent with this agreement, based on applicable law (except to the extent the FAA overrides and preempts state, local or other law), and shall include findings of fact and conclusions of law. If permitted by the AAA rules, either party may request a written explanation of the award. Each party shall bear its own attorney's fees and expenses (including without limitation the costs and fees of any expert witnesses) in the arbitration, any confirmation proceeding and any appeal. Arbitrator compensation, expenses, and administrative fees (which include filing and hearing fees) shall not be subject to reallocation.

29.1.7.4 Appeal. Each party shall have the right to appeal the arbitrator's award to the AAA by filing a written notice with the AAA (with a copy to the other party) within 30 days of the date of the arbitrator's award. The party appealing the award shall pay the fees necessary to initiate the appeal. If both sides appeal, the fees shall be split 50/50. The notice of appeal must include the specific items the party seeks to change in the award and the supporting facts and law. The appeal shall be heard by a panel of three arbitrators from the AAA. The appeal shall be conducted in accordance with the applicable rules of the AAA and this agreement as if the claim was being initially filed with the AAA, except that: (i) the only issues to be determined on appeal are the issues described in the notice of appeal and any issues raised by the non-appealing party in response to the issues in the notice of appeal, (ii) the arbitrators' award on appeal shall be final, binding and non-appealable, and (iii) no new evidence shall be accepted or considered by the arbitrators.

29.1.7.5 Award after Appeal. The award of the arbitrator shall be final, subject to appeal as provided above. If a notice of appeal from the initial hearing is not received by the AAA within 30 days after the date of the initial award, then the initial award shall be final. Once the award is final, it will be binding on and enforceable against the parties, except as modified, corrected, or vacated according to the applicable arbitration rules and procedures or to the extent not inconsistent with the FAA or applicable state law. Either party may present the final award to any court having jurisdiction over the Home Construction Claim to enter that award as a judgment of the court.

29.1.7.6 Step 4 - Repairs. Unless designated otherwise in the award (and unless appealed), any party ordered to perform a correction to the Home or Lot will, within 10 days after a final award, elect to either perform the correction awarded by the arbitrator or, at such party's option, pay the Owner of the Home or Lot the reasonable cost of such correction. If such party elects to perform a correction under an award, such party will complete the correction within 60 days after a final award or as may be specified by the arbitrator. If the correction cannot be completed in that time, the arbitrator must grant reasonable additional time to make the correction. If the Owner believes that the correction was not performed satisfactorily or in a timely manner, such Owner may have those issues determined in a later arbitration. If the cost of correction is not specified in the award and party

ordered to perform a correction elects to pay the Owner the reasonable cost of the correction, such Owner may have the amount of that payment reviewed in a later arbitration.

29.1.7.7 Expenses. Except as stated above, each party shall bear its own attorney's fees and other expenses incurred in connection with a Home Construction Claim. However, if a party to such a claim files a court action in violation of this Section 29 and the other party is required to compel arbitration by filing a motion with the court, the court shall award the moving party its court costs and reasonable attorneys' fees incurred in connection with the motion.

29.2 Limitation on Amendment. Notwithstanding any provision of this Declaration to the contrary, this Section 29 may not be amended without the prior written consent of Declarant, which can be withheld in Declarant's sole discretion.

LIKE ALL COVENANTS CONTAINED IN THIS DECLARATION, THE AGREEMENTS CONTAINED IN THIS SECTION 29 ARE COVENANTS RUNNING WITH TITLE TO EACH LOT, CONCERN EACH LOT AND THE HOME AND OTHER IMPROVEMENTS ON SUCH LOT, AND SHALL BE BINDING UPON EACH SUCCESSIVE OWNER OF A LOT OR HOME (WHICH INCLUDES WITHOUT LIMITATION EACH SUBSEQUENT PURCHASER OF A LOT OR HOME).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this _____ day of _____, 2022.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

"DECLARANT"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2022

Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of PULTE HOME COMPANY, LLC, a Michigan limited liability company. He [is personally known to me] [has produced _____ as identification].

_____
NOTARY PUBLIC, State of Florida at Large
Print Name: _____
My commission expires:

JOINDER

LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this COMMUNITY DECLARATION FOR LIPSCOMB TOWNHOMES (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 2022.

WITNESSES:

LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

_____

Print Name: _____

_____

Print Name: _____

By: _____

Name: _____

Title: _____

{CORPORATE SEAL}

Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC, State of Florida at Large
Print Name: _____
My commission expires:

EXHIBIT 1

LEGAL DESCRIPTION

[Insert Legal Description]

Also Described as:

LIPSCOMB TOWNHOMES, according to the plat thereof, as recording in Plat Book ____, Page ____, Public Records of Brevard County, Florida.

LESS AND EXCEPT, all rights of way dedicated to the City of Palm Bay or Brevard County and Tract _____, LIPSCOMB TOWNHOMES, according to the plat thereof, as recorded in Plat Book ____, Page _____, Public Records of Brevard County, Florida.

EXHIBIT 2

ARTICLES OF INCORPORATION
OF
LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)

ARTICLES OF INCORPORATION
OF
LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is **LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "**Association**").

2. Principal Office. The principal office of the Association is 4901 Vineland Road, Suite 500, Orlando, FL 32811.

3. Registered Office - Registered Agent. The Association hereby appoints the Registered Agent to accept service of process within the State of Florida and to maintain all records relating to permitting actions by the St. Johns River Water Management District ("**SJRWMD**"). The street address of the Registered Office of Association is 215 North Eola Drive, Orlando, FL 32801. The name of the Registered Agent of the Association is:

JAMES G. KATTELMANN

4. Definitions. The COMMUNITY DECLARATION FOR LIPSCOMB TOWNHOMES (the "**Declaration**") will be recorded in the Public Records of Brevard County, Florida, and shall govern all of the operations of a community to be known as LIPSCOMB TOWNHOMES. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the interests of the Association and the Owners. The Association shall operate, maintain and manage the SWMS in a manner consistent with the requirements of the Permit and applicable SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein or in the Declaration, including all such restrictions and covenants which relate to the SWMS.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Governing Documents, including, without limitation, the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and LIPSCOMB TOWNHOMES;

7.3 To operate, maintain, including without limitation the performance of routine custodial maintenance, and manage or contract for services to operate, maintain and manage the Surface Water Management System in all phases of LIPSCOMB TOWNHOMES in a manner consistent with the Permit issued by the SJRWMD as amended or modified, requirements and applicable SJRWMD rules, and as exempted or permitted by SJRWMD, and shall assist in the enforcement of the provisions of the Declaration which relate to the Surface Water Management System.

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws. The Association shall levy and collect adequate Assessments against Members of the Association for the costs of maintenance and operation of the SWMS. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining LIPSCOMB TOWNHOMES, and in particular, without limitation, for the operation, improvement, repair and maintenance of the Common Areas, including without limitation the Surface Water Management System as well as any mitigation or preservation areas, including but not limited to work within Retention Areas, drainage structures, Private Drainage Easements, Drainage Swale Easements and such other purposes as provided in this Declaration;

7.5 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon (a) the approval of a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of LIPSCOMB TOWNHOMES to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.10 To adopt, establish, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Membership in the Association, LIPSCOMB TOWNHOMES, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized;

7.11 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise, including, without limitation, the right to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;

7.12 To employ personnel and retain independent contractors to contract for management of the Association, LIPSCOMB TOWNHOMES, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.13 To contract for services, including, without limitation, operation and maintenance services, to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and LIPSCOMB TOWNHOMES as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, utility services and operation and maintenance of the Surface Water Management System;

7.14 To establish committees and delegate certain of its functions to those committees; and

7.15 To require all the Owners to be Members of the Association; and

7.16 To demonstrate that the portions of LIPSCOMB TOWNHOMES on which the Surface Water Management System is located are owned or otherwise controlled by the Association to the extent necessary to operate and maintain the Surface Water Management System or convey operation and maintenance responsibility to another entity; and

7.17 To take any other action necessary in furtherance of the purposes for which the Association is organized.

8. Voting Rights. Owners and Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows: are as follows:

NAME	**ADDRESS**
Mary Burns	4901 Vineland Road, Suite 500 Orlando, FL 32811

Eric Baker	4901 Vineland Road, Suite 500 Orlando, FL 32811
Aaron Struckmeyer	4901 Vineland Road, Suite 500 Orlando, FL 32811

10. Duration; Dissolution. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. However, should the Association dissolve, prior to its dissolution the SWMS shall be transferred to and maintained by one of the entities identified in sections 12.3.1(a) through (f), who has the powers listed in section 12.3.4(b)1. through 8., the covenants and restrictions required in section 12.3.4(c)1. through 9., and the ability to accept responsibility for the operation and maintenance of the SWMS described in section 12.3.4(d)1. or 2., all of SJRWMD's Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental). In addition to and not in place of the preceding sentence, in the event of the dissolution of the Association other than incident to a merger or consolidation, any Member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Right of Action. The Association shall not have the power to institute, pursue, join, intervene in, settle or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design, construction or repair of a Home, a Lot or any improvements on a Lot (other than a Common Area Claim relating to Common Areas on one or more Lots). This Section may not be amended or modified without Declarant's written and acknowledged consent and the consent of Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, both of which must be part of the Recorded amendment instrument.

12. Amendment.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant, unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain Declarant's prior written consent to any

proposed amendment. An amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the Members.

12.4 Compliance with HUD, FHA, VA, FNMA. GNMA and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant, unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows: follows:

President:	Eric Baker
Vice President:	Mary Burns

Secretary	Aaron Struckmeyer
Treasurer:	Aaron Struckmeyer

15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable attorneys' fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this _____ day of _____, 2022.

_____
James G. Kattelmann, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

ACCEPTANCE BY REGISTERED AGENT

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

Dated this _____ day of _____, 2022.

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.

By:_____
James G. Kattelmann

Registered Office:

215 North Eola Drive
Orlando, FL 32801

Principal Corporate Office:

4901 Vineland Road, Suite 500
Orlando, FL 32811

EXHIBIT 3

BYLAWS

OF

LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

BYLAWS
OF
LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION INC.

1. Name and Location. The name of the corporation is LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 2662 S. Falkenburg Road, Riverview, FL 33578, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the COMMUNITY DECLARATION FOR LIPSCOMB TOWNHOMES (the "**Declaration**") relating to the residential community known as LIPSCOMB TOWNHOMES, recorded, or to be recorded, in the Public Records of Brevard County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"**Minutes**" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

3. Members.

3.1 Voting Interests. Each Owner and the Declarant shall be a Member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to ten (10) votes per Lot owned, provided, however, as to land which is annexed or added pursuant to the terms of this Declaration or any Parcel designated as a Future Development Tract (or similar term) or set aside for future development under the Plat, Declarant shall be entitled to fifteen (15) votes per acre or fraction thereof contained within such Parcel owned by Declarant until such time as the Parcel is platted into Lots, whereupon Declarant shall be entitled to ten (10) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall have Voting Interest equal to one (1) vote for each Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot for all Association

purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Lot.

3.1.4 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.5 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.6 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "**Special Members Meeting**") may be called by a majority of the Board, or upon written request of thirty

percent (30%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association in any manner permitted by the Florida Statutes applicable to same. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than fourteen (14) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. The notice shall be addressed to the Member's address last appearing on the books of the Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. From and after the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the Members entitled to cast ten percent (10%) of the total Voting Interests, subject to reduction as provided in Section 3.6 below. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Member meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date. If any such meeting is adjourned and rescheduled for failure to meet quorum requirements, the quorum requirement for the rescheduled meeting shall be one-half (1/2) of the quorum requirement for the adjourned meeting.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

3.9 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Members meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by Declarant need not be Members of the Association. Board members elected by Owners must be Members of the Association.

4.2 Pre-Turnover Director. Pursuant to Section 720.307(2), Florida Statutes Owners are entitled to elect one (1) member of the Board (the "**Pre-Turnover Director**") when fifty percent (50%) of all the Lots ultimately planned for LIPSCOMB TOWNHOMES are conveyed to Owners. At such time as the Owners are entitled to elect a Pre-Turnover Director, the Association shall send a written notice to all Owners requesting nominations for same. If more than one nomination is received, the Association shall schedule a Special Members Meeting for the election of the Pre-Turnover Director in accordance with these Bylaws. If no Owners are willing to serve as a Pre-Turnover Director, a replacement Director shall be selected pursuant to Section 4.4 hereof to serve until the next Annual Members Meeting, at which time nominations will again be solicited for a Pre-Turnover Director to be elected in conjunction with the Annual Members Meeting. The term of the Pre-Turnover Director shall expire at the second (2nd) Annual Members Meeting after the election of the Pre-Turnover Director.

4.3 Term of Office. The term of office for the Pre-Turnover Director shall end on the Turnover Date. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the Members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidate receiving the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the Members shall elect the appropriate number of Directors for a term of three (3) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by Declarant shall extend until the date designated by Declarant, or until the Turnover Date).

4.4 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Declarant may be replaced by Declarant. Declarant may replace or remove any Board member appointed by Declarant in Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.5 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.6 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the

required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.7 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. From and after the Turnover, or such earlier date determined by Declarant in its sole and absolute discretion, the Members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting. Notwithstanding the foregoing, from and after Turnover, for so long as Declarant holds at least five percent (5%) of the total number of Lots planned for LIPSCOMB TOWNHOMES out for sale, Declarant, at Declarant's sole option, may elect one (1) member of the Board. Nothing herein shall require Declarant to elect or place any members on the Board after Turnover.

4.8 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the most votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board. Directors may attend meetings telephonically. When some or all Directors meet by telephone conference, those Directors attending by telephone conference shall be counted toward obtaining a quorum and may vote by telephone. A telephone speaker shall be utilized at the noticed location of the meeting so that the conversation of those Directors may be heard by the Board, as well as any Member present at the meeting. Members may not attend Board meetings telephonically.

5.5 Open Meetings. Meetings of the Board shall be open to all Members except that meetings between the Board or a committee established by the Board and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to Members other than the Directors.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which annual budget of the Association will be approved or at which an Assessment will be levied must be provided to all Members at least fourteen (14) days before the meeting, which notice shall include a copy of the proposed budget and a statement that Assessments will be considered at the meeting and the nature of the Assessments.

5.8 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Board meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of LIPSCOMB TOWNHOMES by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its Members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the Members.

6.3 Limitations. Until the Turnover, Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ARC, any committee of the Association, or the vote of the Members. This right may be exercised by Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ARC or any committee of the Association.

6.4 Elected Director Certification.

6.4.1 Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Association's declaration of covenants, articles of incorporation, bylaws, and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's Members. Within 90 days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile homes in the Department of Business and Professional Regulations within 1 year before or 90 days after the date of election or appointment.

6.4.2 The written certification or educational certificate provided pursuant to Section 6.4.1 hereof shall be valid for the uninterrupted tenure of the Director on the Board. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.

6.4.3 The Association shall retain each Director's written certification or educational certificate for inspection by the Members for 5 years after the Director's election. However, the failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

7. Obligations of the Association. Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records;

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the Members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. After the Turnover, and except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the Members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ARC. Declarant shall have the sole right to appoint the members of the ARC until the Community Completion Date. Upon expiration of the right of Declarant to appoint members of the ARC, the Board shall appoint the members of the ARC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ARC.

10. Records. The official records of the Association shall be available for inspection by any Member at the principal office of the Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law. Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the Members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of directors on the Board and their respective terms. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA AND SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SJRWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board.

13. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these Bylaws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these Bylaws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

CERTIFICATION

I, Mary Burns, do hereby certify that:

I am the duly elected and acting President of LIPSCOMB TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit; and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2022.

_____
Eric Baker, President

(CORPORATE SEAL)

EXHIBIT 4

PERMIT

October 2, 2023

Addressee:

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of: Lipscomb Townhomes

In accordance with Section 177.041, Florida Statutes this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of Brevard County, Florida, through September 18, 2023 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Paul R. Daly and Don L. Ballew, tenants in common

by virtue of Warranty Deed recorded in Official Records Book 5464 page 6091

The search has revealed the following:

A. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Palm Bay Colony Section One, Palm Bay Colony Section Two, Palm Bay Colony Section Three and Palm Bay Colony Section Four according to the Plat thereof as recorded in Plat Book 24 pages 37 - 40, Inclusive

B. Phosphate, Minerals, Metals and Petroleum Reservations and Reservation of Road Rights of Way in favor of the State of Florida, through the Trustees of the Internal Improvement Fund, as set forth in that certain Deed recorded May 14, 1945 in Deed Book 262, Page 473. (Note: As to said reservation, the reservation for mining and exploration have been modified by the release of the right of entry into the insured premises, as contained in Section 270.11 of the Florida Statutes)

C. Easement by and between Palm Bay Colony, Inc, Grantor, and City of Palm Bay, Grantee, recorded May 9, 1980, in Official Records Book 2233, Page 2179, as to Tract 6 only.

D. Resolution No. 82-7 recorded November 9, 1983, in Official Records Book 2467, Page 1598, as affected by Assignment and Assumption Agreement recorded in Official Records Book 9582 page 392.

NOTE: 2022 Real Property Taxes in the gross amount of $2,012.19 are paid, under Tax I.D. No. 28-37-14-52-3/2826635.

NOTE: 2022 Real Property Taxes in the gross amount of $2,583.35 are paid, under Tax I.D. No. 28-37-14-52-4/2826682.

NOTE: 2022 Real Property Taxes in the gross amount of $2,516.16 are paid, under Tax I.D. No. 28-37-14-53-5/2826744.

NOTE: 2022 Real Property Taxes in the gross amount of $2,075.65 are paid, under Tax I.D. No. 28-37-14-53-6/2826745.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 11375044

By: _____

Authorized Signature

Exhibit "A"

Tract 3 and Tract 4, Palm Bay Colony Section Two, according to the plat thereof, as recorded in Plat Book 24, Page(s) 37 - 40, inclusive, of the Public Records of Brevard County, Florida.

and

Tract 5 and Tract 6, Palm Bay Colony Section Three, according to the plat thereof, as recorded in Plat Book 24, Page(s) 37 - 40, inclusive, of the Public Records of Brevard County, Florida.

DocuSign Envelope ID: 5A1ACDC4-EA37-4128-93F1-D53BF6652350

DEAN|MEAD

Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 South Orange Avenue, Suite 700
P.O. Box 2346
Orlando, FL 32801

Attorneys and Counselors at Law
Orlando
Fort Pierce
Naples
Tallahassee
Viera/Melbourne
Vero Beach

(407) 841-1200
(407) 423-1831 Fax
www.deanmead.com

DAVID P. BARKER
407-428-5118
dbarker@deanmead.com

October 3, 2023

City of Palm Bay
120 Malabar Road
Palm Bay, Florida 32907

Re: Lipscomb Townhomes

To Whom It May Concern:

This certification of ownership is being issued to the City of Palm Bay, Florida in accordance with the Uniform Title Standards of the Real Property and Trust Law Section of the Florida Bar, and Chapter 177.041, Florida Statutes and it is not to be relied upon by any other group or person for any other purpose. I certify based upon review of that certain Plat Property Information Report, prepared by Fidelity National Title Insurance Company under File Number 11375044 (the "Title Report") that through September 18, 2023 @ 5:00 p.m., and the Public Records of Brevard County, Florida, that the fee simple title to the land subject to the above captioned plat is more particularly described as:

Property Description:

Tract 3 and Tract 4, Palm Bay Colony Section Two, according to the plat thereof, as recorded in Plat Book 24, Page(s) 37 - 40, inclusive, of the Public Records of Brevard County, Florida.

and

Tract 5 and Tract 6, Palm Bay Colony Section Three, according to the plat thereof, as recorded in Plat Book 24, Page(s) 37 - 40, inclusive, of the Public Records of Brevard County, Florida.

is vested in the following:

A. Paul R. Daly and Don L. Ballew, tenants in common, by virtue of Official Records Book 5464, Page 691, of the Public Records of Brevard County, Florida

DocuSign Envelope ID: 5A1ACDC4-EA37-4128-93F1-D53BF6652350

B. The name(s) of the record title holders does not coincides with the name(s) shown as owner(s) on the unrecorded plat of Lipscomb Townhomes.

and that the Property is subject to the following:

C. Mortgages or liens encumbering said property are as follows:

NONE

D. Underlying rights of way, easements or plats affecting said property are as follows:

1. Easement by and between Palm Bay Colony, Inc, Grantor, and City of Palm Bay, Grantee, recorded May 9, 1980, in Official Records Book 2233, Page 2179, Public Records of Brevard County, Florida (as to Tract 6 only).

E. Other information regarding said property includes:

2. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Palm Bay Colony Section One, Palm Bay Colony Section Two, Palm Bay Colony Section Three and Palm Bay Colony Section Four according to the Plat thereof as recorded in Plat Book 24 pages 37 - 40, Inclusive, of the Public Records of Brevard County, Florida.

3. Phosphate, Minerals, Metals and Petroleum Reservations and Reservation of Road Rights of Way in favor of the State of Florida, through the Trustees of the Internal Improvement Fund, as set forth in that certain Deed recorded May 14, 1945 in Deed Book 262, Page 473, Public Records of Brevard County, Florida. (Note: As to said reservation, the reservation for mining and exploration have been modified by the release of the right of entry into the insured premises, as contained in Section 270.11 of the Florida Statutes)

4. Resolution No. 82-7 recorded November 9, 1983, in Official Records Book 2467, Page 1598, as affected by Assignment and Assumption Agreement recorded in Official Records Book 9582 page 392, of the Public Records of Brevard County, Florida.

F. 2022 Ad valorem taxes on said property are PAID for Tax Parcel I. D. Number 28-37-14-52-3/2826635, 28-37-14-52-4/2826682, 28-37-14-53-5/2826744, 28-37-14-53-6/2826745.

This title opinion letter is made for the express purpose of furnishing title information to Brevard County, Florida with recordation of the Plat.

Sincerely,

DocuSigned by:

EA4LF9D3D9E04EE...

David P. Barker

DPB:ch

Project Details: FS23-00011

Project Type: **Subdivisions & Plats Final Plat**

Project Location:	**UNKNOWN # 2700 ANNELEIGH CIR Palm Bay, FL**
Milestone:	**Submitted**
Created:	**10/9/2023**
Description:	**Lipscomb Street Townhomes**
Assigned Planner:	**Kimberly Haigler**

Contacts

Contact	Information
Owner/Applicant	DALY, PAUL R PO BOX 321395 COCOA BCH, FL 32932 (321) 795-8831 prdaly34@aol.com
Legal Representative	KIMBERLY REZANKA 1290 US HIGHWAY 1 ROCKLEDGE, FL 32955 (321) 608-0892 krezanka@llr.law
Owner/Applicant (2)	Don Ballew 1835 S. Atlantic Avenue Cocoa Beach, FL 32931 (321) 591-0339 sballew123@gmail.com
Legal Representative (2)	Chris Ossa 7341 Office Park Place Melbourne, FL 32940 (321) 222-6925 chris.ossa@kimley-horn.com
Legal Representative (3)	Kinan Husainy, P.E. 7341 Office Park Place Melbourne, FL 32940 (321) 222-6925 Kinan.Husainy@kimley-horn.com
Legal Representative (4)	AARON STRUCKMEYER 4901 VINELAND RD ORLANDO, FL 32811 (407) 661-2201 aaron.struckmeyer@pultegroup.com
Submitter	Christopher Peterson 7341 Office Park Place, Ste 102 Melbourne, FL 32940 christopher.peterson@kimley-horn.com

Project Details: FS23-00011

Assigned Planner	Kimberly Haigler 120 Malabar Rd SE Palm Bay, FL 32907 kimberly.haigler@palmbayflorida.org

Fields

Field Label	Value
Block	5
Lot	
Township Range Section	28-37-14
Subdivision	53
Year Built	
Use Code	0010
Use Code Desc	VACANT RESIDENTIAL LAND (SINGLE FAMILY, PLATTED)
LotSize	
Building SqFt	
Homestead Exemption	
Taxable Value Exemption	
Assessed Value	
Market Value	
Land Value	
Tax ID	2826744
Flu Description	High Density Residential
Flu Code	HDR
Zoning Description	Single-, Two-, Multi-Family Residential
Zoning Code	RM-10
Total Lots Proposed by Use	202 Townhome Lots
Intended Use of Property	Residential Townhomes
Proposed Subdivision Name	Lipscomb St. Townhome Subdivision
Submitted Preliminary Subdivision?	Yes

Project Details: FS23-00011

Size of Area Covered (acres)	
Is Submitter the Representative?	False
Tax Account Numbers	2826745, 2826744, 2826682, 2826635
Parcel Number	28-37-14-53-6, 28-37-14-53-5, 28-37-14-52-4, 28-37-14-52-3
Action Letter Date	
Action Letter Status	

August 10, 2022

Re: Letter of Authorization

As the property owner of the site legally described as:

SEE ATTACHED

I, Owner Name: DON BALLEW

Address: 1835 S ATLANTIC AVE #704, COCOA BEACH, FL 32931

Telephone: 321-591-0339

Email: SBALLEW123@GMAIL.COM

hereby authorize:

Representative: KIMBERLY REZANKA

Address: 1290 US HIGHWAY 1 STE 201, ROCKLEDGE, FL 32955

Telephone: (321) 608-0892

Email: KREZANKA@LLR.LAW

to represent the request(s) for:

PRELIMINARY DEVELOPMENT PLAN & REZONING & FINAL DEVELOPMENT PLAN

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevar

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of August, 20 22 by Don Ballew, property owner.

VICTORIA S. WELDON
Commission # GG 940357
Expires December 16, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Victoria S. Weldon, Notary Public

☐ Personally Known or ☑ Produced the Following Type of Identification:

FL DL

EXHIBIT A

LEGAL DESCRIPTION

TRACTS 3 AND 4, PALM BAY COLONY SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE(S) 37-40, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

TRACTS 5 AND 6, PALM BAY COLONY SECTION THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE(S) 37-40, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

TRACTS F, G, H, AND J, A REPLAT OF PORTIONS OF PALM BAY COLONY SECTION ONE, TWO, THREE, AND FOUR, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE(S) 107, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 27.43 ACRES, MORE OR LESS (TOTAL)

August 11, 20 22

Re: Letter of Authorization

As the property owner of the site legally described as:

SEE ATTACHED

I, Owner Name: DON BALLEW

Address: 1835 S ATLANTIC AVE #704, COCOA BEACH, FL 32931

Telephone: 321-591-0339

Email: SBALLEW123@GMAIL.COM

hereby authorize:

Representative: CHRIS OSSA, P.E. - KINAN HUSAINY, P.E.

Address: 7341 OFFICE PARK PLACE, STE 102, MELBOURNE, FL 32940

Telephone: 321-222-6925

Email: CHRIS.OSSA@KIMLEY-HORN.COM - KINAN.HUSAINY@KIMLEY-HORN.COM

to represent the request(s) for:

PRELIMINARY DEVELOPMENT PLAN & REZONING & FINAL DEVELOPMENT PLAN

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

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VICTORIA S. WELDON
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I, Owner Name: DON BALLEW

Address: 1835 S ATLANTIC AVE #704, COCOA BEACH, FL 32931

Telephone: 321-591-0339

Email: SBALLEW123@GMAIL.COM

hereby authorize:

Representative: AARON STRUCKMEYER, P.E. - PULTE HOME COMPANY, LLC

Address: 4901 Vineland Road, Suite 460, Orlando, FL 32811

Telephone: (407) 661-2201

Email: aaron.struckmeyer@pultegroup.com

to represent the request(s) for:

ALL LAND DEVELOPMENT, PLANNING, AND ZONING SUBMITTALS

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28th day of October, 20 22 by Don Ballew, property owner.

VICTORIA S. WELDON
Commission # GG 940357
Expires December 16, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Victoria S. Weldon, Notary Public

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CONTAINING 27.43 ACRES, MORE OR LESS (TOTAL)

August 11, 20 22

Re: Letter of Authorization

As the property owner of the site legally described as:

SEE ATTACHED

I, Owner Name: PAUL DALY

Address: 4100 OCEAN BEACH BLVD #114, COCOA BEACH, FL 32931

Telephone: 321-795-8831

Email: PRDALY34@AOL.COM

hereby authorize:

Representative: KIMBERLY REZANKA

Address: 1290 US HIGHWAY 1 STE 201, ROCKLEDGE, FL 32955

Telephone: (321) 608-0892

Email: KREZANKA@LLR.LAW

to represent the request(s) for:

PRELIMINARY DEVELOPMENT PLAN & REZONING & FINAL DEVELOPMENT PLAN

Paul Daly
(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of August, 20 22 by Paul Daly, property owner.

VICTORIA S. WELDON
Commission # GG 940357
Expires December 16, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Victoria S. Weldon
Victoria S. Weldon, Notary Public

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CONTAINING 27.43 ACRES, MORE OR LESS (TOTAL)

August 10, 2022

Re: Letter of Authorization

As the property owner of the site legally described as:

SEE ATTACHED

I, Owner Name: PAUL DALY

Address: 4100 OCEAN BEACH BLVD #114, COCOA BEACH, FL 32931

Telephone: 321-795-8831

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Telephone: 321-222-6925

Email: CHRIS.OSSA@KIMLEY-HORN.COM - KINAN.HUSAINY@KIMLEY-HORN.COM

to represent the request(s) for:

PRELIMINARY DEVELOPMENT PLAN & REZONING & FINAL DEVELOPMENT PLAN

Paul Daly

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of August, 2022 by Paul Daly, property owner.

VICTORIA S. WELDON
Commission # GG 940357
Expires December 16, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Victoria S. Weldon

Victoria S. Weldon, Notary Public

☐ Personally Known or ☑ Produced the Following Type of Identification:

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CONTAINING 27.43 ACRES, MORE OR LESS (TOTAL)

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Re: Letter of Authorization

As the property owner of the site legally described as:

SEE EXHIBIT A

I, Owner Name: PAUL DALY

Address: 4100 OCEAN BEACH BLVD #114, COCOA BEACH, FL 32931

Telephone: 321-795-8831

Email: PRDALY34@AOL.COM

hereby authorize:

Representative: AARON STRUCKMEYER, P.E. - PULTE HOME COMPANY, LLC

Address: 4901 Vineland Road, Suite 460, Orlando, FL 32811

Telephone: (407) 661-2201

Email: aaron.struckmeyer@pultegroup.com

to represent the request(s) for:

ALL LAND DEVELOPMENT, PLANNING, AND ZONING SUBMITTALS

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th day of October, 20 22 by Paul Daly, property owner.

Victoria S. Weldon, Notary Public

☐ Personally Known or ☑ Produced the Following Type of Identification: FL DL

EXHIBIT A

LEGAL DESCRIPTION

TRACTS 3 AND 4, PALM BAY COLONY SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE(S) 37-40, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

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CONTAINING 27.43 ACRES, MORE OR LESS (TOTAL)

Acknowledgement Log

FS23-00011 | ***Subdivisions & Plats*** | ***Final Plat***

Header: Legal Acknowledgement

Text: I, the submitter, understand that this application must be complete and accurate before consideration by the City of Palm Bay and certify that all the answers to the questions in said application, and all data and matter attached to and made part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Accepted By: Christopher Peterson

On: 10/9/2023 1:12:22 PM

FS23-00011

© 2023 - Intuitive Municipal Solutions, LLC

Ad Preview

AD# 9648315 12/21/2023

CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Planning and Zoning Board/Local Planning Agency on January 3, 2024, and by the City Council on January 18, 2024, both to be held at 6:00 p.m., in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, for the purpose of considering the following case(s):

1. ****FS23-00011 - Paul Daly and Don Ballew (reps. Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / Aaron Struckmeyer, Pulte Home Company, LLC / Chris Ossa, P.E. and Kinan Husainy, P.E., Kimley Horn & Associates, Inc.)**

A Final Subdivision Plat to allow for a proposed 202-unit townhome development to be known as Lipscomb Street Townhomes.

Tracts 6 and 5 of Palm Bay Colony Section 3 and Tracts 4 and 3 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. Located east of and adjacent to Lipscomb Street NE; in the vicinity west of Robert J. Conlan Boulevard NE

2. ****PD23-00008 - James Garbarsky, Palm Bay Development Group, LLC (Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / James P. McKnight, Reps.)**

A Preliminary Development Plan for a proposed PUD to allow for a mixed-use subdivision containing a 100-room hotel and 294 multi-family units to be known as Palm Bay Suites & Residences.

Tracts 1 and 8 of Palm Bay Colony Section 4 and Tracts 1 and 2 of Palm Bay Colony Section 1, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 26.5 acres. Located west of and adjacent to Robert J. Conlan Boulevard NE

3. ****PD23-00005 - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.)**

A Preliminary Development Plan for a proposed PUD to allow for a commercial and multi-family subdivision to be known as Palm Bay Pointe West.

Tax Parcels 1, 500, 4, 750, 751, and 5, along with Tracts SM-2 and OS1 of Waterstone Plat One P.U.D., all in Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 84.75 acres. Located west of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway

4. ****PD23-00007 - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.)**

A Preliminary Development Plan for a proposed PUD to allow for a commercial subdivision to be known as Palm Bay Pointe East.

Portions of Lots 12 through 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with portions of Tracts 500, 501, and 752, Section 3, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. Johns Heritage Parkway SE

5. **T23-00030 – City of Palm Bay (Growth Management Department)**

A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.042, 185.043, 185.044, 185.045, and 185.054 to permit fitness centers and other indoor and outdoor health, recreational, and similar facilities for exercise, sports, and other physical activities within the Neighborhood Commercial (NC), Community Commercial (CC), Highway Commercial (HC), Light Industrial (LI), and General Commercial (GC) zoning districts.

**Indicates quasi-judicial request(s).

If an individual decides to appeal any decision made by the Planning and Zoning Board/Local Planning Agency or the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Please contact the Palm Bay Land Development Division at (321) 733-3041 should you have any questions regarding the referenced cases.

Chandra Powell
Planning Specialist

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Lisa Frazier, AICP, Growth Management Director

DATE: January 3, 2024

SUBJECT: CP23-00020 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Suites & Residences - James Garbarsky, Palm Bay Development Group, LLC (Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / James P. McKnight, Reps.) - A Small-Scale Comprehensive Plan Future Land Use Map Amendment from Commercial to Neighborhood Center. Tracts 1 and 8 of Palm Bay Colony Section 4 and Tracts 1 and 2 of Palm Bay Colony Section 1, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 26.5 acres. Located west of and adjacent to Robert J. Conlan Boulevard NE

A request to continue Case CP23-00020 to the February 7, 2024 Planning and Zoning Board Meeting.

Board Action is required to continue the case.

City Council will hear the request on March 7, 2024.

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Lisa Frazier, AICP, Growth Management Director

DATE: January 3, 2024

SUBJECT: **PD23-00008 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Suites & Residences - James Garbarsky, Palm Bay Development Group, LLC (Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / James P. McKnight, Reps.) - A Preliminary Development Plan for a proposed PUD to allow for a mixed-use subdivision containing a 100-room hotel and 294 multi-family units to be known as Palm Bay Suites & Residences. Tracts 1 and 8 of Palm Bay Colony Section 4 and Tracts 1 and 2 of Palm Bay Colony Section 1, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 26.5 acres. Located west of and adjacent to Robert J. Conlan Boulevard NE

A request to continue Case PD23-00008 to the February 7, 2024 Planning and Zoning Board Meeting.

Board Action is required to continue the case.

City Council will hear the request on March 7, 2024.

**Quasi-judicial proceeding.

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Kimberly Haigler, GIS Planner

DATE: January 3, 2024

SUBJECT: **PD23-00005 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe West - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Preliminary Development Plan for a proposed PUD to allow for a commercial and multi-family subdivision to be known as Palm Bay Pointe West. Tax Parcels 1, 500, 4, 750, 751, and 5, along with Tracts SM-2 and OS1 of Waterstone Plat One P.U.D., all in Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 84.75 acres. Located west of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway

A request to continue Case PD23-00005 to the February 7, 2024 Planning and Zoning Board Meeting.

Board Action is required to continue the case.

City Council will hear the request on March 7, 2024.

**Quasi-Judicial Proceeding.

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Kimberly Haigler, GIS Planner

DATE: January 3, 2024

SUBJECT: **FD23-00012 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe West - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Final Development Plan for a proposed PUD to allow for a commercial and multi-family subdivision to be known as Palm Bay Pointe West. Tax Parcels 1, 500, 4, 750, 751, and 5, along with Tracts SM-2 and OS1 of Waterstone Plat One P.U.D., all in Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 84.75 acres. Located west of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway

A request to continue Case FD23-00012 to the February 7, 2024 Planning and Zoning Board Meeting.

Board Action is required to continue the case.

City Council will hear the request on March 7, 2024.

**Quasi-judicial proceeding.

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Kimberly Haigler, GIS Planner

DATE: January 3, 2024

SUBJECT: CP23-00012 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe West - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Small-Scale Comprehensive Plan Future Land Use Map Amendment from Commercial to Neighborhood Center. Tax Parcels 751 and 1 of Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 28 acres. Located at the northwest corner of Babcock Street SE and St. Johns Heritage Parkway SE

A request to continue Case CP23-00012 to the February 7, 2024 Planning and Zoning Board Meeting.

Board Action is required to continue the case.

City Council will hear the request on March 7, 2024.

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Tania Ramos, Senior Planner

DATE: January 3, 2024

SUBJECT: **PD23-00007 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe East - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Preliminary Development Plan for a proposed PUD to allow for a commercial subdivision to be known as Palm Bay Pointe East. Portions of Lots 12 through 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with portions of Tracts 500, 501, and 752, Section 3, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. Johns Heritage Parkway SE

A request to continue Case PD23-00007 to the February 7, 2024 Planning and Zoning Board Meeting.

Board Action is required to continue the case.

City Council will hear the request on March 7, 2024.

**Quasi-Judicial Proceeding.

ATTACHMENTS:

Description

- PD23-00007 Staff Report
- PD23-00007 Preliminary Development Plan
- PD23-00007 Survey
- PD23-00007 Traffic Memo
- PD23-00007 Citizen Participation Plan & Report
- PD23-00007 Narrative
- PD23-00007 Development Schedule
- PD23-00007 Declaration of Covenants
- PD23-00007 Title Opinion
- PD23-00007 Application
- PD23-00007 Letter of Authorization
- PD23-00007 Legal Acknowledgement
- PD23-00007 Legal Ad
- PD23-00007 Correspondence

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

Prepared by
Tania Ramos, Senior Planner

CASE NUMBER	**PLANNING & ZONING BOARD HEARING DATE**
PD23-00007	January 3, 2024

PROPERTY OWNER & APPLICANT	**PROPERTY LOCATION/ADDRESS**
Kimaya, LLC. (Jake Wise, P.E., Construction Engineering Group, LLC., Rep.)	A portion of Lots 12 - 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with a portion of Tracts 500, 501, 504, and 752, Section 03, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway; Tax Accounts 3000210, 3000211, 3000212, 3009330, 3029897.

SUMMARY OF REQUEST	A **Preliminary Development Plan** approval for a commercial subdivision to be called Palm Bay Pointe East.
Existing Zoning	PUD, Planned Unit Development
Existing Land Use	COM, Commercial
Site Improvements	Undeveloped land
Site Acreage	Approximately 42.95 acres

SURROUNDING ZONING & USE OF LAND

North	PUD, Planned Unit Development – Single-Family Residences
East	PUD, Planned Unit Development – Single-Family Residences
South	PUD, Planned Unit Development (Palm Bay), GU, General Use (Brevard County) and AU, Agricultural Residential (Brevard County) – Undeveloped land
West	PUD, Planned Unit Development – Undeveloped land

COMPREHENSIVE PLAN COMPATIBILITY Yes, the proposed project location currently has a Future Land Use designation of Commercial.

BACKGROUND:

The subject property is comprised of five parcels located east of and adjacent to Babcock Street SE, along the north and south sides of St. John's Heritage Parkway containing approximately 42.95 acres. The property was designated as commercial in the Cypress Bay Master Plan. The applicant is now seeking Preliminary Development Plan (PDP) approval for a commercial subdivision to be called Palm Bay Pointe East.

ANALYSIS:

The planned unit development (PUD) is a concept which encourages variation in residential developments by allowing deviation in lot size, type of dwellings, density, lot coverage, setbacks, and open space, from those elements required in any singular zoning classification. The purpose of a planned unit development is to encourage the development of planned residential neighborhoods and communities that provide a full range of residence types, as well as commercial uses designed to serve the inhabitants of the proposed community.

Palm Bay Pointe East consists of approximately 42.95 acres designated as commercial within the Cypress Bay Preserve Master Plan. Substantial infrastructure has already been constructed to serve the project including master stormwater retention (ponds, structures, and piping), offsite roadway improvements (curb cuts, median cuts, and turn lanes), water and wastewater infrastructure, and a substantial amount of earthwork and grading.

Cypress Bay Preserve appears substantially the same today as it was within the original master plan. Under Ordinance 2022-104, a future land use amendment was approved to designate an additional 6.49 acres of land within Palm Bay Pointe East as commercial. This change provides the opportunity for the existing stormwater ponds to be relocated in the future, creating additional developable commercial frontage along St. Johns Heritage Parkway.

Palm Bay Pointe East already has a PUD zoning classification with the Commercial future land use designation, so the Planning and Zoning Board Factors of Analysis were not applicable. The proposed PDP is necessary to establish development standards and delineate commercial lots for platting so end-users may begin submitting for site plan approval and building permits. A mix of neighborhood commercial uses is anticipated.

CONDITIONS:

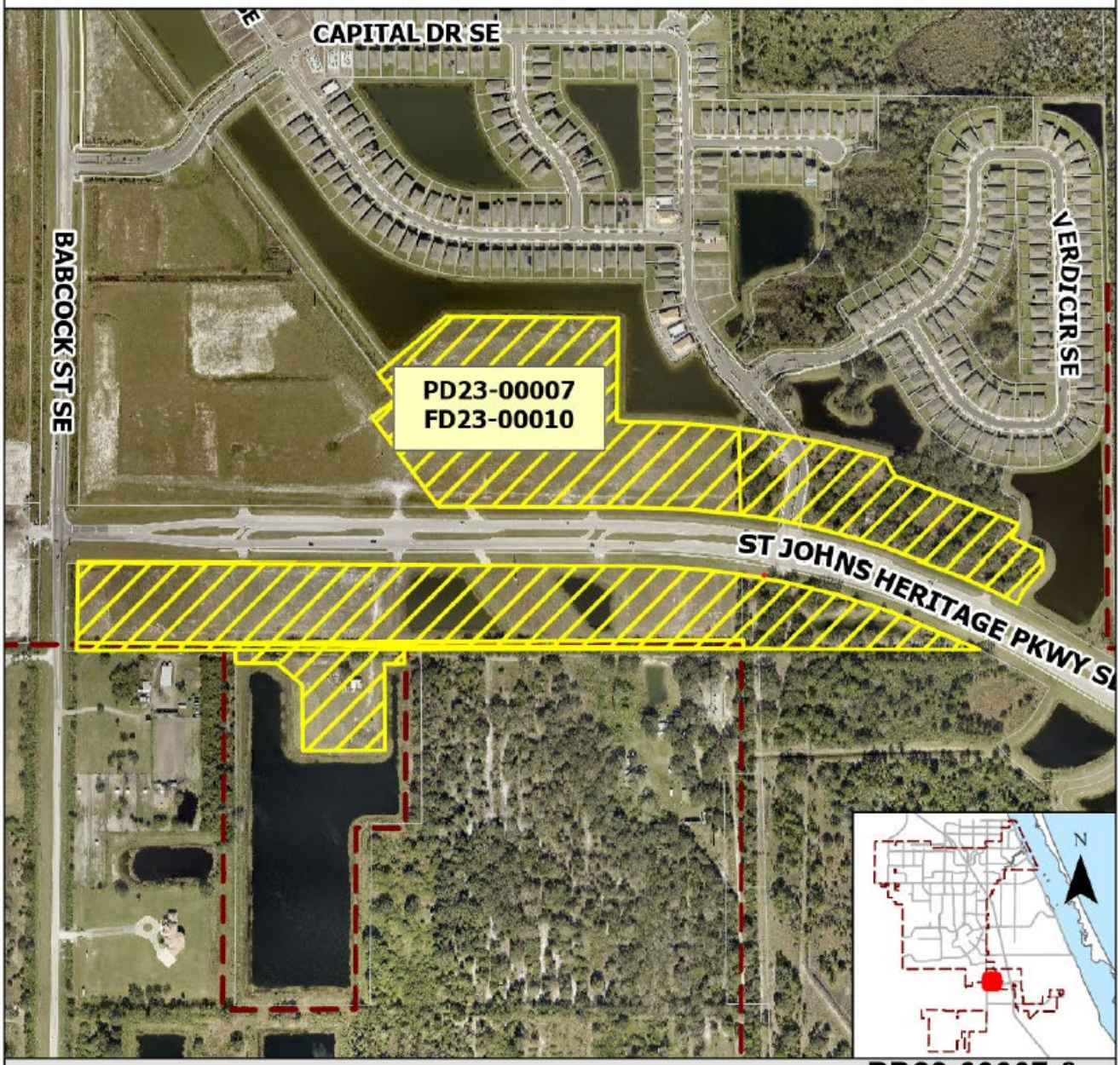
To receive Preliminary Planned Unit Development approval, the proposal must meet the requirements of Section 185.066 of the City of Palm Bay's Code of Ordinances. Upon review,

it appears that the request is in conformance with the applicable requirements of this section. All technical staff review comments have been addressed.

STAFF RECOMMENDATION:
Case PD23-00007 meets the minimum requirements of a Preliminary Development Plan amendment request and is recommended for approval.

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



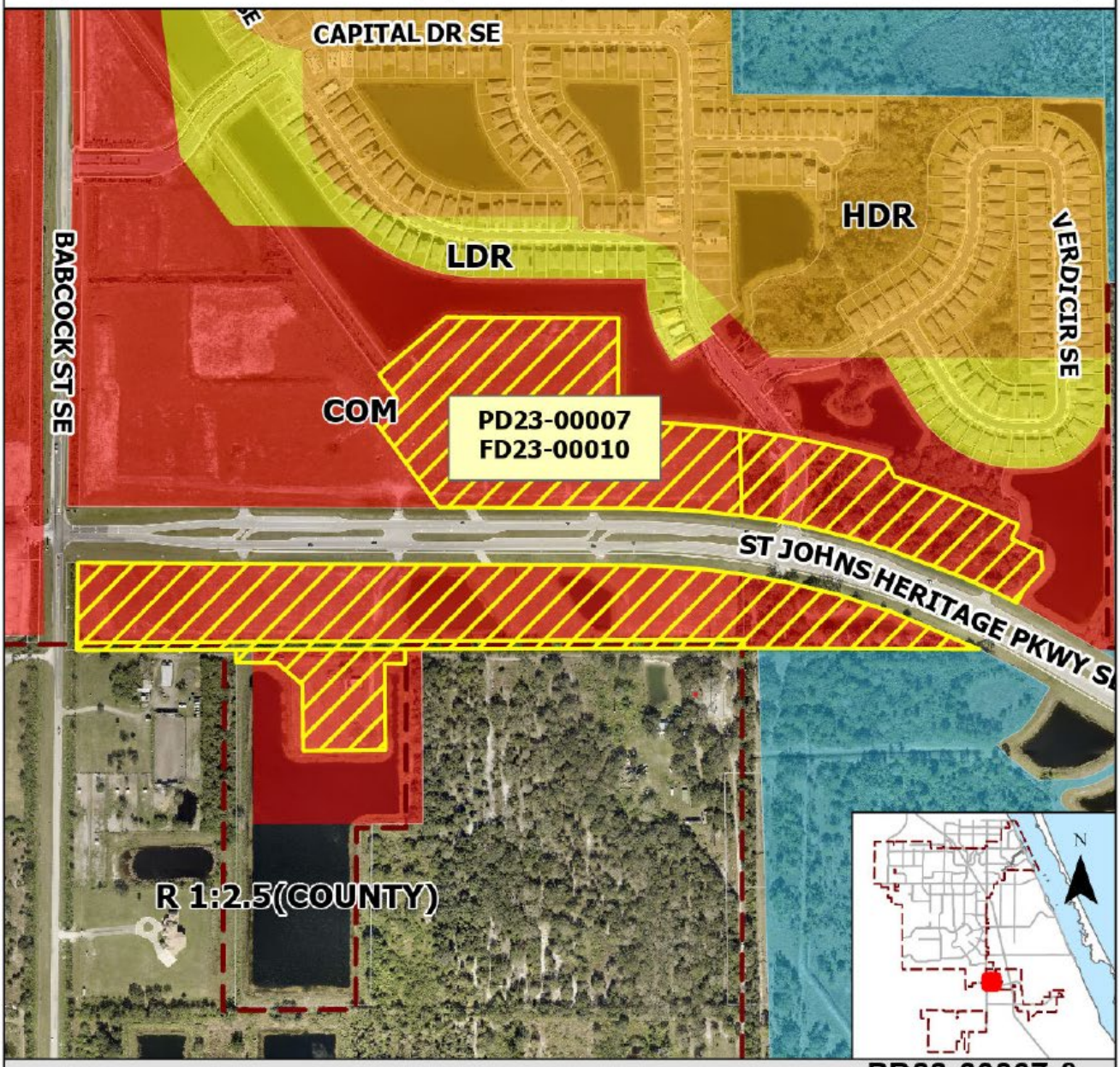
AERIAL LOCATION MAP **CASE: PD23-00007 & FD23-00010**

Subject Property

North and south of St Johns Heritage Parkway SE, in the vicinity east of the intersection of Babcock Street SE and St Johns Heritage Parkway SE

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



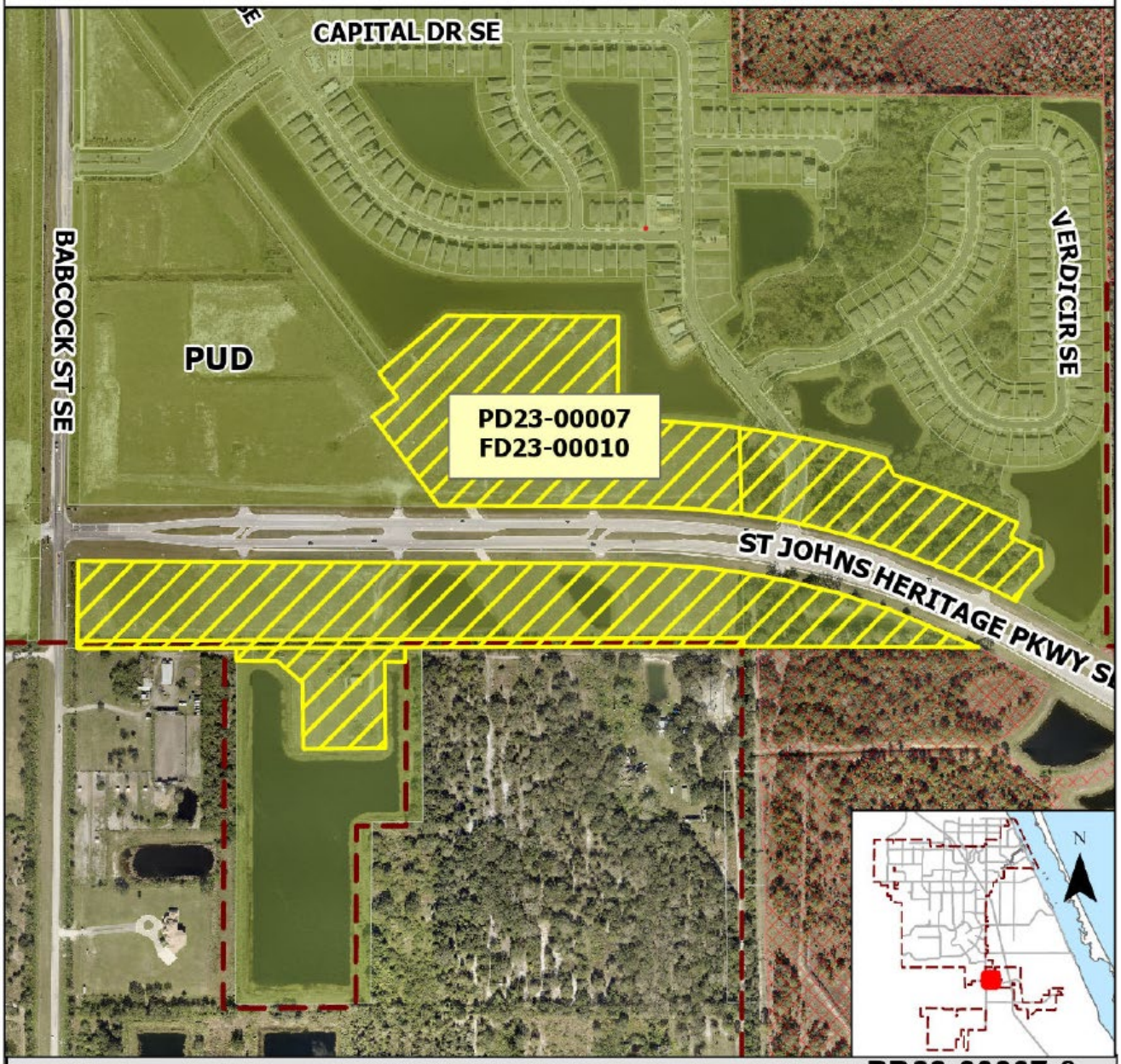
FUTURE LAND USE MAP **CASE: PD23-00007 & FD23-00010**

Subject Property
North and south of St Johns Heritage Parkway SE, in the vicinity east of the intersection of Babcock Street SE and St Johns Heritage Parkway SE

Future Land Use Classification
COM – Commercial

The City of Palm Bay Florida

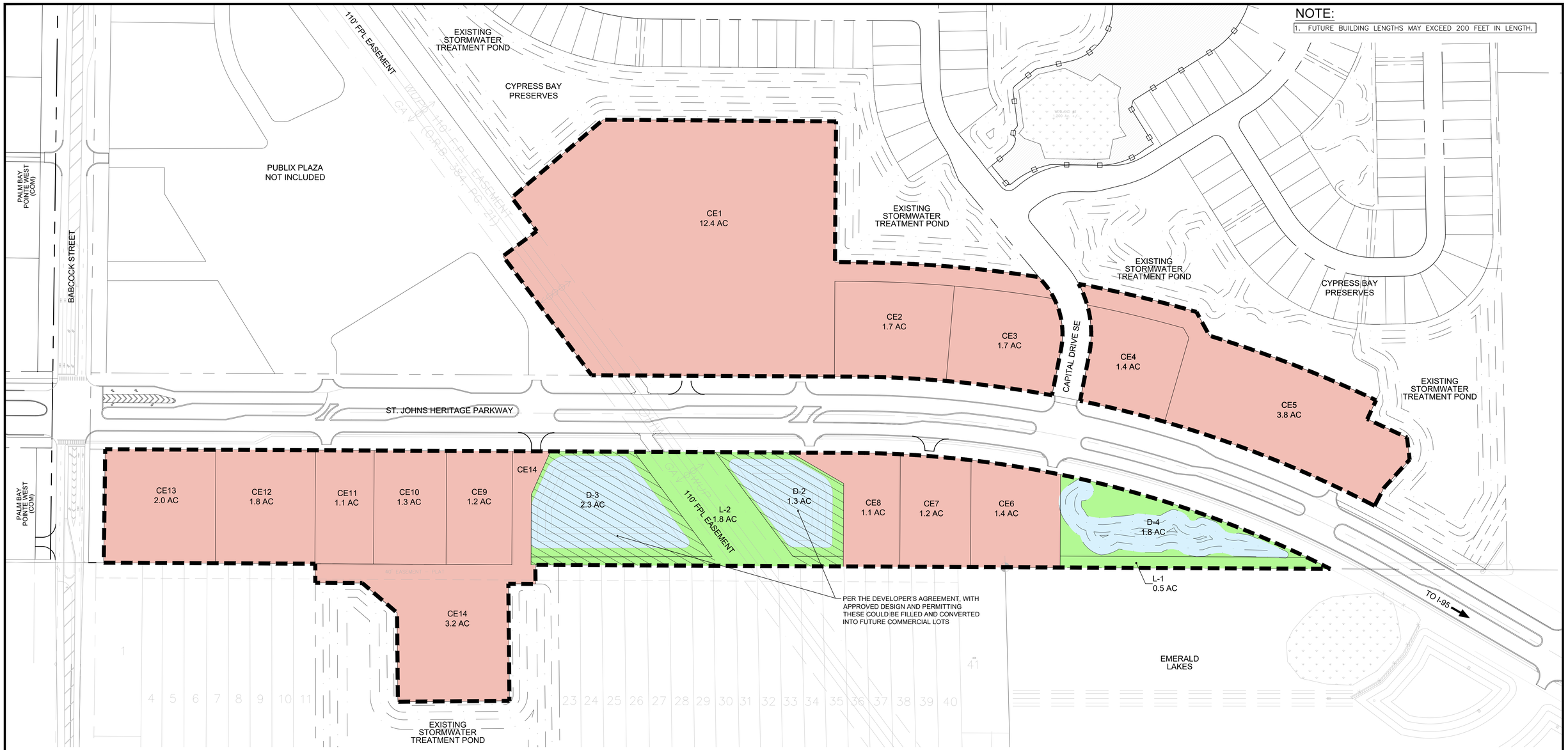
Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP **CASE: PD23-00007 & FD23-00010**

Subject Property
North and south of St Johns Heritage Parkway SE, in the vicinity east of the intersection of Babcock Street SE and St Johns Heritage Parkway SE

Current Zoning Classification
PUD - Planned Unit Development



PALM BAY POINTE EAST
FINAL DEVELOPMENT PLAN

1"=120'

PROPOSED ZONING GUIDELINES:

1. MINIMUM LOT AREA: 15,000 SF
2. MINIMUM LOT WIDTH: 40 FEET
3. MINIMUM LOT DEPTH: 120 FEET
4. MAXIMUM BUILDING COVERAGE: 60%
5. MAXIMUM HEIGHT: 60 FEET
   ADDITIONAL BUILDING HEIGHT MAY BE PERMITTED, SUBJECT TO THE FOLLOWING PROVISIONS:
   A. PROVIDING PUBLIC A SPACE OR PUBLIC AMENITY TOTALING 10% OF THE SITE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   B. PROVIDING UNDERSTORY PARKING TO REDUCE REQUIRED SURFACE PARKING, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   C. PROVIDE A MIXTURE OF USES, SUCH AS RESTAURANT WITH RESIDENTIAL USES ABOVE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   D. PROVIDING SHARED STORMWATER OR SHARED PARKING WITH NEIGHBORING PROPERTIES, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT. UPON APPROVAL BY THE CITY, THE SHARED AMENITY SHALL BE RECORDED AS AN EASEMENT OR AGREEMENT, IN THE PUBLIC RECORDS OF BREVARD COUNTY.
6. MINIMUM FLOOR AREA (COMMERCIAL): 300 SF
7. BUILDING SETBACK (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 15 FOOT MINIMUM
   B. SIDE INTERIOR: 15 FOOT MINIMUM
   C. SIDE CORNER: 15 FOOT MINIMUM
   D. REAR: 15 FOOT MINIMUM
   E. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
8. LANDSCAPE BUFFER/PARKING SETBACK REQUIREMENTS (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 10 FOOT MINIMUM
   B. SIDE INTERIOR: 5 FOOT MINIMUM
   C. SIDE CORNER: 10 FOOT MINIMUM
   D. REAR: 10 FOOT MINIMUM
   E. NOTWITHSTANDING, IF A SHARED DRIVE AISLE OR SHARED DRIVEWAY EXISTS ALONG A PROPERTY BOUNDARY BETWEEN TWO PARCELS, THEN IN SUCH CASE, NO SIDE SETBACK SHALL BE REQUIRED.
   F. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
9. PARKING – MINIMUM PARKING REQUIREMENTS SHALL MEET CITY CODE REQUIREMENTS OR BE ESTABLISHED BY A PARKING ANALYSIS AND/OR PARKING STUDY ON A PROJECT-BY-PROJECT BASIS.
10. ARCHITECTURAL STANDARDS SHALL BE PER PALM BAY CITY CODE SECTION 185.184, ARCHITECTURAL STYLE REQUIREMENTS.

SETBACKS:

BUILDING:	REQUIRED:
FRONT:	15'
SIDE CORNER:	15'
SIDE:	15'
REAR:	15'

PARKING:	REQUIRED:
FRONT:	10'
SIDE CORNER:	10'
SIDE:	5'
REAR:	10'

SITE INFORMATION:

GENERAL STATEMENT:

CYPRESS BAY PRESERVES (CBP) IS LOCATED EAST OF BABCOCK STREET AND NORTH AND SOUTH OF THE ST. JOHNS HERITAGE PARKWAY CONSISTING OF A PREVIOUSLY APPROVED MASTER PLAN WITH A MIX OF SINGLE FAMILY RESIDENTIAL THAT IS CURRENTLY COMPLETED OR UNDER CONSTRUCTION AND VACANT COMMERCIALLY ZONED PROPERTIES. A PORTION OF IT INCLUDES A FUTURE PUBLIX PLAZA AND ADJACENT FUTURE COMMERCIAL PARCELS. PALM BAY POINTE EAST CONSISTS OF ALL OF THE COMMERCIAL PROPERTY ALONG THE ST. JOHNS HERITAGE PARKWAY WITHIN CPB EXCEPT FOR THE PUBLIX PLAZA. IT INCLUDES APPROXIMATELY 43 ACRES, WHICH IS A MIX OF MOSTLY VACANT FUTURE COMMERCIAL PARCELS AND EXISTING STORMWATER TREATMENT PONDS/OPEN SPACE. PALM BAY POINTE EAST IS A MASTER PLANNED COMMERCIAL DEVELOPMENT ON BOTH SIDES OF THE PARKWAY AND IS BEING PRELIMINARY PLATTED FOR 14 COMMERCIAL LOTS LABELED CE1 THROUGH CE14. PLEASE NOTE BOTH D-2 AND D-3 COULD BE MODIFIED TO BE COMMERCIAL LOTS IN THE FUTURE.

DEVELOPER:
JEREMY GOROVITZ
KIMAYA, LLC
5200 VINELAND ROAD SUITE 200
ORLANDO, FL 32811
TEL: (407) 619-1096

SURVEYOR:
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL ROAD, UNIT 101
ROCKLEDGE, FL 32955
TEL: (321) 8064171
EMAIL: BOB@HORIZONSURVEYORS.COM

CIVIL ENGINEER:
JAKE T. WISE, P.E.
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FLORIDA 32935
TEL: (321) 610-1760
E-MAIL: JWISE@CEGENGINEERING.COM

SITE DATA:
ZONING CLASSIFICATION: PUD
FUTURE LAND USE: COM (COMMERCIAL)
FLOOD ZONE: X & A PER MAP 12009C0670G AND 12009C0690G DATED 3/17/14
TAX ID: 3000210, 3000211, 3000212, 3009330

CALCULATED STORMWATER BASIN COVERAGE (PERMITTED):

	SF	ACRE	PERCENT
TOTAL IMPERVIOUS:	1,496,526	34.37	80
TOTAL PERVIOUS:	374,131	8.58	20
TOTAL:	1,870,657	42.95	100

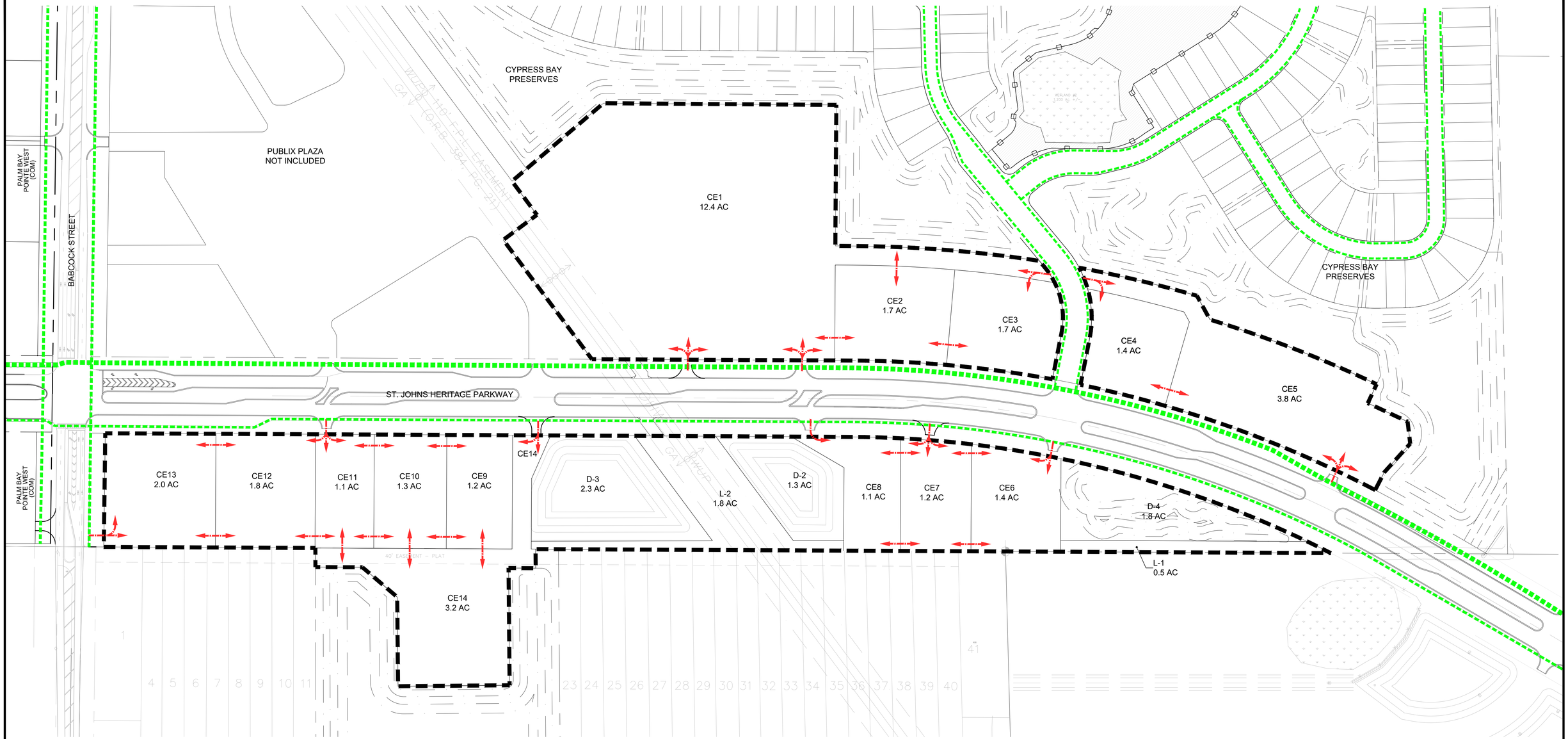
LEGEND:

- COMMERCIAL
- EXISTING STORMWATER TREATMENT POND
- EXISTING OPEN SPACE
- EXISTING STORM POND THAT CAN BE FUTURE COMMERCIAL LOT
- PROJECT BOUNDARY

120' 0' 120' 240'

PALM BAY POINTE EAST	11/01/23	PBP-E1

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel. 321.253.1221
www.cegengineering.com
COA #0008097



VEHICULAR AND PEDESTRIAN ACCESS PLAN

1"=120'

LEGEND:

- PROJECT BOUNDARY
- PEDESTRIAN ACCESS
- VEHICULAR ACCESS

NOTES:

1. THE LOCATIONS OF CROSS–ACCESS POINTS BETWEEN PARCELS ARE ESTIMATED AND CANNOT BE FINALIZED UNTIL SUCH TIME AS END–USERS ARE IDENTIFIED AND KNOWN. LOCATIONS OF CROSS–ACCESS BETWEEN PARCELS MAY CHANGE SUBJECT TO END–USER DESIGN AND REQUIREMENTS. A MINIMUM OF ONE CROSS–ACCESS POINT WILL EXIST BETWEEN OUT–PARCELS THAT DO NOT HAVE ACCESS TO A PUBLIC RIGHT–OF–WAY.
2. THE LOCATION OF PEDESTRIAN PATHWAYS ARE CONCEPTUAL UNTIL SUCH TIME AS FINAL SITE ENGINEERING IS COMPLETED.
3. ADDITIONAL ACCESS POINTS MAY BE PROVIDED SUBJECT TO GOVERNMENTAL REVIEW AND APPROVAL.

120' 0' 120' 240'

PALM BAY POINTE EAST	9/18/23	PBP-E2

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel. 321.253.1221
www.cegengineering.com
COA #0008097

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

NOTES:

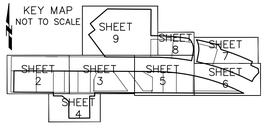
1. THE BEARING BASIS FOR THIS SURVEY IS THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, WHICH BEARS S01°11'38"E AS SHOWN HEREON.
2. THE PARCEL DESCRIBED HEREIN IS IN ZONE "X" & "A" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM. FLOOD INSURANCE RATE MAP #12009C 0690 G DATED 3-17-2014, COMMUNITY #120404.
3. THE LEGAL DESCRIPTION SHOWN HEREON IS AS PER TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO.: 2037-5979833, ISSUING OFFICE FILE NO. 0038106-194879, ATTN: JENNIFER ARANZA, REVISION NUMBER: ONE, COMMITMENT DATE: DECEMBER 22, 2022 @ 8:00AM AND HAS NOT BEEN ABSTRACTED BY THE UNDERSIGNED FOR EASEMENTS, RIGHTS OF WAY OR RESERVATIONS OF RECORD.
4. BOUNDARY DIMENSIONS SHOWN HEREON ARE PER PLAT/DEED AND MEASURED UNLESS OTHERWISE NOTED.
5. ABOVE OR BELOW GROUND IMPROVEMENTS HAVE NOT BEEN DEPICTED ON THIS MAP OF SURVEY.
6. "THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS-OF-WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD."
7. "THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS."
8. "THERE IS NO OBSERVABLE EVIDENCE NOR INFORMATION PROVIDED INDICATING CHANGES IN STREET RIGHT OF WAY LINES"
9. "THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS"
10. "THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY."
11. "ACCESS TO THE SUBJECT PROPERTY IS BY PUBLIC RIGHT-OF-WAY VIA BABCOCK STREET AND ST JOHNS HERITAGE PARKWAY"
12. "THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THIS SURVEY AND THE LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT."
13. "THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT NUMBER 2037-5979833, DATED APRIL 21, 2022 @ 8:00AM, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY."
14. "THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICALLY CLOSED FIGURE WITHIN +/- 0.1 FOOT."
15. "THE SUBJECT PROPERTY DOES NOT APPEAR TO SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES STRUCTURAL SUPPORT, INGRESS OR EGRESS."
16. TOPOGRAPHY AND TREE LOCATIONS ARE NOT COMPLETE AT THIS TIME; THIS DRAFT COPY IS TO SHOW PROGRESS AS OF 10-12-23.

PRIMARY BENCHMARK USED: "E 508 2001" (PID DE5448) NGS SURVEY MARKER ON THE EAST SIDE OF "I-95 NORTH OF THE SOTTILE CANAL. ELEVATION= 24.79 FEET, NAVD 1988; PROJECT BENCHMARKS ARE AS SHOWN ON THIS MAP OF SURVEY.

CORNER NOTES:

1. *DENOTES 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360"*
2. *DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.*

KEY MAP
NOT TO SCALE

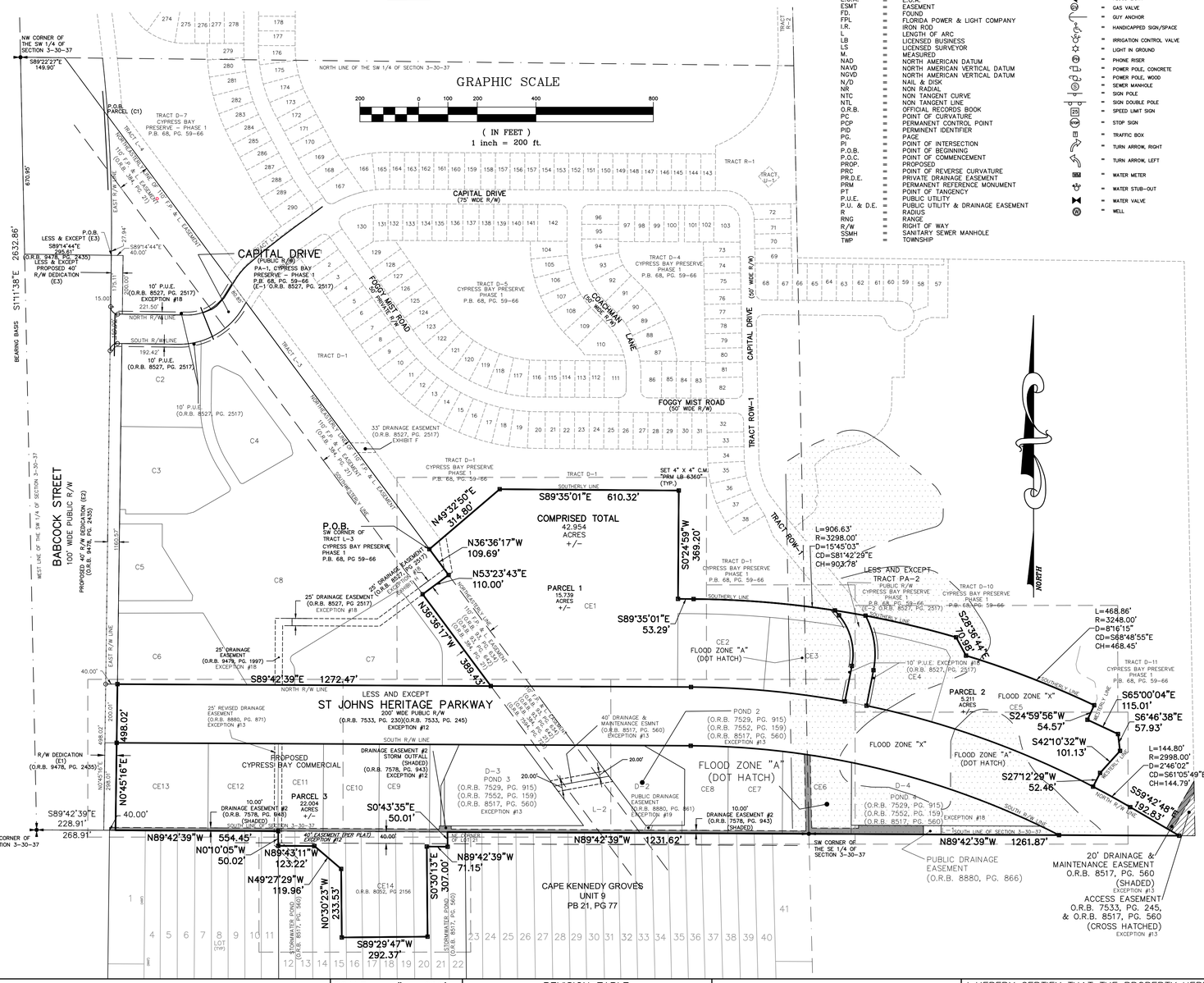


LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CBRG	=	CHORD BEARING
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
D.	=	DEED
Δ	=	DELTA (CENTRAL ANGLE)
E.O.A.	=	E.O.A.
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
LS	=	LICENSED SURVEYOR
M.	=	MEASURED
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NORTH AMERICAN VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
NTL	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
PC	=	POINT OF CURVATURE
PCP	=	PERMANENT CONTROL POINT
PID	=	PERMINENT IDENTIFIER
PG.	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
PRC	=	POINT OF REVERSE CURVATURE
PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP

UTILITY LEGEND

	=	COMMUNICATIONS MANHOLE
	=	CABLE TV RISER
	=	CLEAN OUT
	=	DRAINAGE MANHOLE
	=	ELECTRICAL BOX
	=	FIRE HYDRANT
	=	FLOOD LIGHT
	=	GAS VALVE
	=	GUY ANCHOR
	=	HANDICAPPED SIGN/SPACE
	=	IRRIGATION CONTROL VALVE
	=	LIGHT IN GROUND
	=	PHONE RISER
	=	POWER POLE, CONCRETE
	=	POWER POLE, WOOD
	=	SEWER MANHOLE
	=	SIGN POLE
	=	SIGN DOUBLE POLE
	=	SPEED LIMIT SIGN
	=	STOP SIGN
	=	TRAFFIC BOX
	=	TURN ARROW, RIGHT
	=	TURN ARROW, LEFT
	=	WATER METER
	=	WATER STUB-OUT
	=	WATER VALVE
	=	WELL



DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING A PORTION OF LOTS 12 THROUGH 21, CAPE KENNEDY GROVES, UNIT 9, AS RECORDED IN PLAT BOOK 21, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT L-3, CYPRESS BAY PRESERVE PHASE 1, AS RECORDED IN PLAT BOOK 68, PAGES 59 THROUGH 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 49° 32' 50" E ALONG THE SOUTHERLY LINE OF TRACT L-3 AND TRACT D-1 OF SAID CYPRESS BAY PRESERVE PHASE 1 FOR A DISTANCE OF 314.80 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT D-1; THENCE RUN THE FOLLOWING 6 COURSES, CURVES AND DISTANCES ALONG THE SOUTHERLY LINES OF TRACTS D-1, ROW-1 AND TRACT D-10 OF SAID CYPRESS BAY PRESERVE PHASE 1; (1) THENCE RUN S 89° 35' 01" E FOR A DISTANCE OF 610.32 FEET; (2) THENCE RUN S 00° 24' 59" W FOR A DISTANCE OF 369.20 FEET; (3) THENCE RUN S 89° 35' 01" E FOR A DISTANCE OF 53.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 3298.00 FEET, AND WHOSE CHORD BEARS S 81° 42' 29" E FOR A DISTANCE OF 903.78 FEET; (4) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 45' 03", FOR A DISTANCE OF 906.63 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; (5) THENCE RUN S 28° 36' 44" E FOR A DISTANCE OF 70.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 3248.00 FEET, AND WHOSE CHORD BEARS S 68° 48' 55" E FOR A DISTANCE OF 468.45 FEET; (6) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 16' 15", FOR A DISTANCE OF 468.86 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, ALSO BEING A POINT ON THE WESTERLY LINE OF TRACT D-11 OF SAID CYPRESS BAY PRESERVE PHASE 1; THENCE RUN THE FOLLOWING (5) COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID TRACT D-11; (1) THENCE RUN S 24° 59' 56" W FOR A DISTANCE OF 54.57 FEET; (2) THENCE RUN S 65° 00' 04" E FOR A DISTANCE OF 115.01 FEET; (3) THENCE RUN S 06° 46' 38" E FOR A DISTANCE OF 57.93 FEET; (4) THENCE RUN S 42° 10' 32" W FOR A DISTANCE OF 101.13 FEET; (5) THENCE RUN S 27° 12' 29" W FOR A DISTANCE OF 52.46 FEET TO THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2998.00 FEET, AND WHOSE CHORD BEARS S 61° 05' 49" E FOR A DISTANCE OF 144.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE SAID CURVE AND NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02° 46' 02", FOR A DISTANCE OF 144.80 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 59° 42' 48" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 192.83 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1261.87 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1231.62 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CAPE KENNEDY GROVE UNIT 9; THENCE RUN S 00° 43' 35" E FOR A DISTANCE OF 50.01 FEET; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 71.15 FEET; THENCE RUN S 00° 30' 13" E FOR A DISTANCE OF 307.00 FEET; THENCE RUN S 89° 29' 47" W FOR A DISTANCE OF 292.37 FEET; THENCE RUN N 00° 30' 23" W FOR A DISTANCE OF 233.53 FEET; THENCE RUN N 49° 27' 29" W FOR A DISTANCE OF 119.96 FEET; THENCE RUN N 89° 43' 11" W FOR A DISTANCE OF 123.22 FEET; THENCE RUN N 00° 10' 05" W FOR A DISTANCE OF 50.02 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 554.45 FEET TO A POINT LYING 40.00 FEET EAST, AS MEASURED BY PERPENDICULAR, OF THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E PARALLEL WITH SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 498.02 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE RUN S 89° 42' 39" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1272.47 FEET TO THE SOUTHWESTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 384 PAGE 21 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 36° 36' 17" W ALONG SAID SOUTHWESTERLY LINE FOR A DISTANCE OF 389.43 FEET; THENCE RUN N 53° 23' 43" E FOR A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY LINE OF SAID 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE N 36° 36' 17" W ALONG SAID NORTHEASTERLY LINE FOR A DISTANCE OF 109.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

TRACT PA-2, CYPRESS BAY PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 59 THROUGH 66, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RIGHT OF WAY FOR ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH Owner's real property right, title and interest in that certain Reciprocal Easement Agreement recorded August 30, 2019 in Official Records Book 8527, Page 2517, Public Records of Brevard County, Florida affected by Amendment and Partial Termination to Reciprocal Easement Agreement recorded April 19, 2022 in Official Records Book 9479, Page 1997, Public Records of Brevard County, Florida.

CONTAINING 42.954 ACRES, MORE OR LESS.

SCHEDULE B-II EXCEPTIONS AS PER TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO.: 2037-5979833, ISSUING OFFICE FILE NO. 0038106-194879, ATTN: JENNIFER ARANZA, REVISION NUMBER: ONE, COMMITMENT DATE: DECEMBER 22, 2022 @ 8:00AM:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. NOT A SURVEY MATTER
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land. NONE KNOWN TO SURVEYOR
3. Ad valorem and non-ad valorem taxes for the year 2022 and subsequent years, which are not yet due and payable. NOT A SURVEY MATTER
4. Reservation shall run with the land as contained in Warranty Deed from Florida Indian River Land Company recorded July 18, 1913 in Deed Book 58, Page 519. (as to C1, Parcels 1 and 3 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) BLANKET IN NATURE AS TO C1, PARCEL 1 AND PARCEL 3
5. Right-Of-Way Agreement for easement granted to Florida Power & Light Company recorded April 8, 1958 in Book 93, Page 634 as affected by Supplement to Right-Of-Way Agreement recorded May 18t 1961 in Book 384, Page 21 and Subordination of Utility Interests and Agreement for Reimbursement for Additional Facility Relocation by and between the City of Palm Bay and Florida Power & Light Company recorded April 18, 2016 in Book 7594, Page 723. (as to C1, Parcels 1 and 3 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS C1, C9 , PARCEL 1 AND PARCEL 3, PLOTTED
6. Right-Of-Way Agreement for easement granted to Florida Power & Light Company recorded April 8, 1958 in Book 93, Page 642. (as to C9, and portions of parcel 3 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS C1, PARCEL 1 AND PARCEL 3, PLOTTED
7. Agricultural Plat restricted to agriculture use only, including 40 foot easement over the North property lines shown on the plat of CAPE KENNEDY GROVES UNIT 9, as recorded November 15, 1967 in Plat Book 21, Page(s) 77. (as to Parcel C20 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS C20, PLOTTED
8. Terms and conditions for Resolution for Cape Kennedy Groves recorded January 24, 1977 in Book 1704, Page 222. (as to Parcel C20 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS AND BLANKET IN NATURE AS TO C20 AFFECTS, BLANKET IN NATURE
9. INTENTIONALLY DELETED
10. Terms and conditions for Resolution by Board of Supervisors of San Sebastian Drainage District recorded March 14, 2006 in Book 5616, Page 7231 and New Boundary for San Sebastian Drainage District recorded March 14, 2006 in Book 5616, Page 7224. (as to all parcels) AFFECTS ALL PARCELS, BLANKET IN NATURE
11. Plan of Reclamation of San Sebastian Drainage District recorded March 14, 2006 in Book 5616, Page 7319. (as to all parcels) AFFECTS ALL PARCELS, BLANKET IN NATURE
12. Terms and conditions for Resolution No. 2015-61 by City of Palm Bay recorded January 12, 2016 in Book 7529, Page 915. (as to D-2, D-3; and D-4 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS, BLANKET IN NATURE
13. Terms and conditions for Drainage Easement by and between Cypress Bay Farms, LLC, a Florida limited liability company and the City of Palm Bay recorded January 20, 2016 in Book 7533, Page 233 as affected by First Amendment to Drainage Easement recorded March 28, 2016 in Book 7578, Page 943 and Second Amendment and Restatement of Drainage Easement recorded August 19, 2019 in Book 8517, Page 560 and Revised Stormwater Facility and Drainage Easement No. 4 recorded October 8, 2020 in Book 8880, Page 871. (as to portions of Parcel 3; C17; C18; D-2; D-3; D-4 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS, BLANKET IN NATURE AS TO PORTIONS OF PARCEL 3, C17, C18, D-2, D-3 & D-4
14. Right-Of-Way Contribution Agreement by and between Cypress Bay Farms, a Florida limited partnership and the City of Palm Bay recorded February 18, 2016 in Book 7552, Page 159. (as to all parcels) AFFECTS, BLANKET IN NATURE AS TO ALL PARCELS
15. Transportation Impact Fee Application-For-Credit Agreement by and between the City of Palm Bay, Florida and Cypress Bay Farms, LLC, a Florida limited liability company, its successors and assigns recorded February 18, 2016 in Book 7552, Page 193. (as to all parcels) AFFECTS, BLANKET IN NATURE AS TO ALL PARCELS
16. Terms and conditions for Resolution No. 2017-36 by the City of Palm Bay granting Cypress Bay Farms, LLC conditional use approval for mining/excavation recorded December 20, 2017 in Book 8052, Page 2156. (as to Parcel C20 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS, BLANKET TO "C20" IN NATURE
17. Terms and conditions for City of Palm Bay-Brevard County Joint Planning Interlocal Agreement recorded August 15, 2019 in Book 8514, Page 1709 as affected by Interlocal Agreement for St. Johns Heritage Parkway Intersection and Babcock Street recorded April 30, 2020 in Book 8730, Page 998 and second amendment to Interlocal Agreement Regarding St Johns Heritage Parkway Intersection and Babcock Street recorded July 26, 2022 in Book 9588, Page 2659.(as to all parcels) AFFECTS, BLANKET IN NATURE AS TO ALL PARCELS
18. Reciprocal Easement Agreement by and between Cypress Bay Farms, LLC, a Florida limited liability company and Forestar (USA) Real Estate Group Inc., a Delaware corporation recorded August 30, 2019 in Book 8527, Page 2517 as affected by Amendment and Partial Termination to Reciprocal Easement Agreement by and between Cypress Bay Farms, LLC, a Florida limited liability company, its successors and assigns and Forestar (USA) Real Estate Group Inc., a Delaware corporation, its successors and assigns and Cypress Bay Preserve Homeowners Association, Inc., a Florida not for profit corporation recorded April 19, 2022 in Book 9479, Page 1997. (as to C1; C9; and C12 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS, PLOTTED, BLANKET IN NATURE AS TO C1, C9, AND C12
19. Stormwater Facility and Access Easement South of Pond 2 by and between Cypress Bay Farms LLC, a Florida limited liability company and the City of Palm Bay recorded October 8, 2020 in Book 8880, Page 861. (as to portions of Parcel 3 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS PARCEL 3, PLOTTED
20. Terms and conditions for Ordinance 2022-34 of the City of Palm Bay approving Final Development Plan known as "Cypress Bay Commercial Center" recorded April 1, 2022 in Book 9463, Page 2455. (as to C) AFFECTS BLANKET IN NATURE AS TO PARCEL 1 AND C1
21. Declaration of Restrictive Covenants between from Cypress Bay Farms, LLC, a Florida limited liavility company, and Kimya, LLC, a Delaware limited liability company recorded in Book_____Page_____
22. Utilities and Drainage Easement Agreement between from Cypress Bay Farms, LLC, a Florida limited liability company, and Kimaya, LLC, a Delaware limited liability company recorded _____in Book_____Page_____.

TREE LEGEND

SYMBOL	DESCRIPTION
	PALM TREE
	PINE TREE
	OAK TREE
	CYPRESS TREE

SHEET 1 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
E-MAIL: INFO@HORIZONSURVEYORS.COM
PHONE : (321) 254-8133

SCALE	1" = 200'
DATE	10-31-23
FIELD BOOK & PAGE	261 / 20
FIELD DATE	10-23-23

REVISION TABLE

DATE	DESCRIPTION	BY	APVD

PREPARED FOR THE EXCLUSIVE USE OF:

KIMAYA, LLC

I HEREBY CERTIFY THAT THE PROPERTY HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT THIS MAP OF SURVEY IS ACCURATE AND CORRECT. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ROBERT R. DOERRER, JR.
PROFESSIONAL LAND SURVEYOR #3982

NOTE: THIS SKETCH IS NOT VALID UNLESS IT BEARS A SIGNATURE AND A SURVEYOR'S SEAL.

ROBERT R. DOERRER, JR. License Number 3982 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

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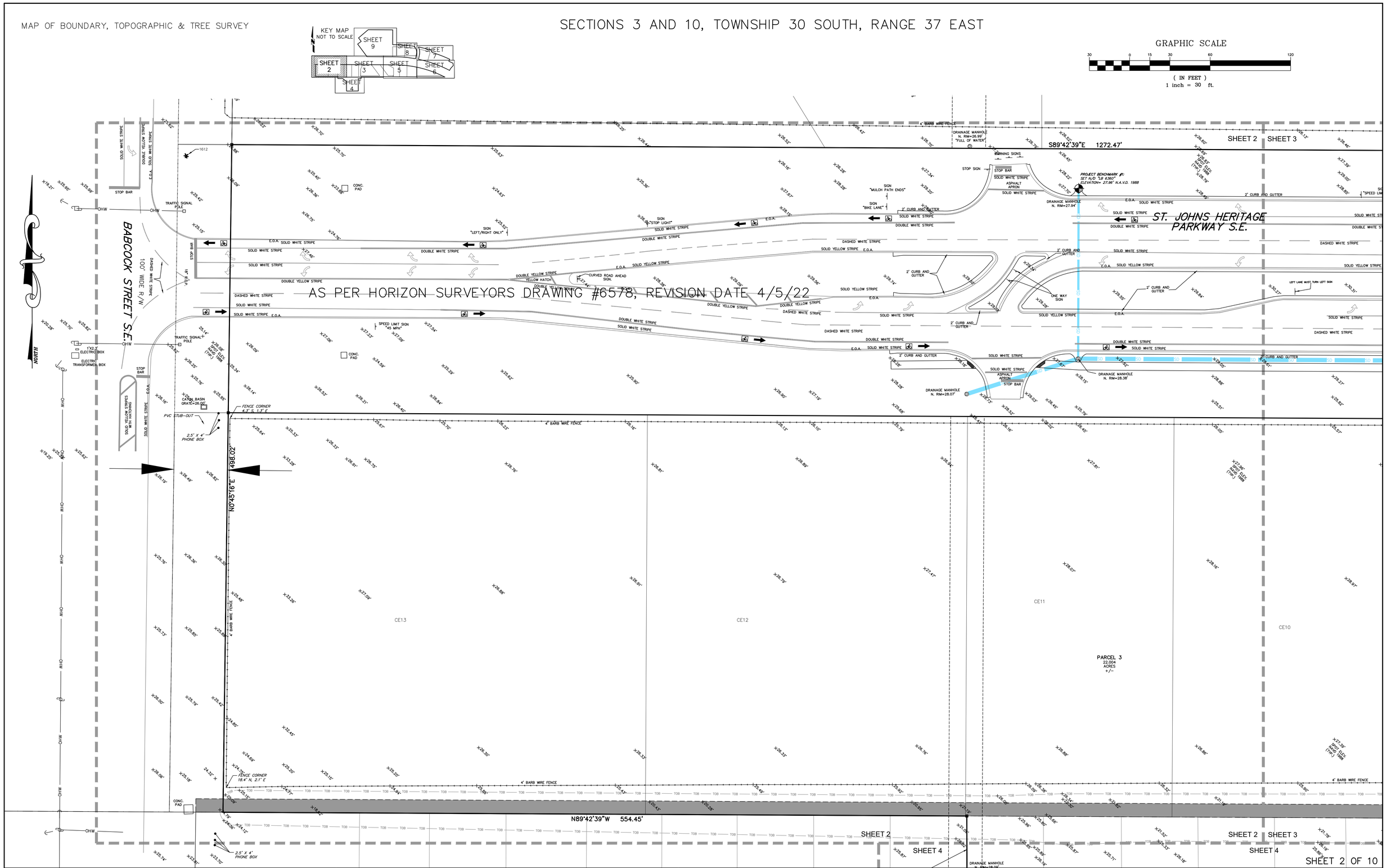
MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST



HORIZON SURVEYORS	SCALE 1" = 30'	REVISION TABLE				REVISION TABLE				SURVEY FOR:
OF CENTRAL FLORIDA, INC. LB 6360	DATE 10-31-23	DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD	PALM BAY POINTE EAST
390 POINCIANA DR., MELBOURNE, FL 32935	FIELD BOOK 261 & PAGE 20									DRAWING NUMBER:
E-MAIL: INFO@HORIZONSURVEYORS.COM	FIELD DATE 10-23-23									6617-23-1005
PHONE : (321) 254-8133										

SHEET 2 OF 10

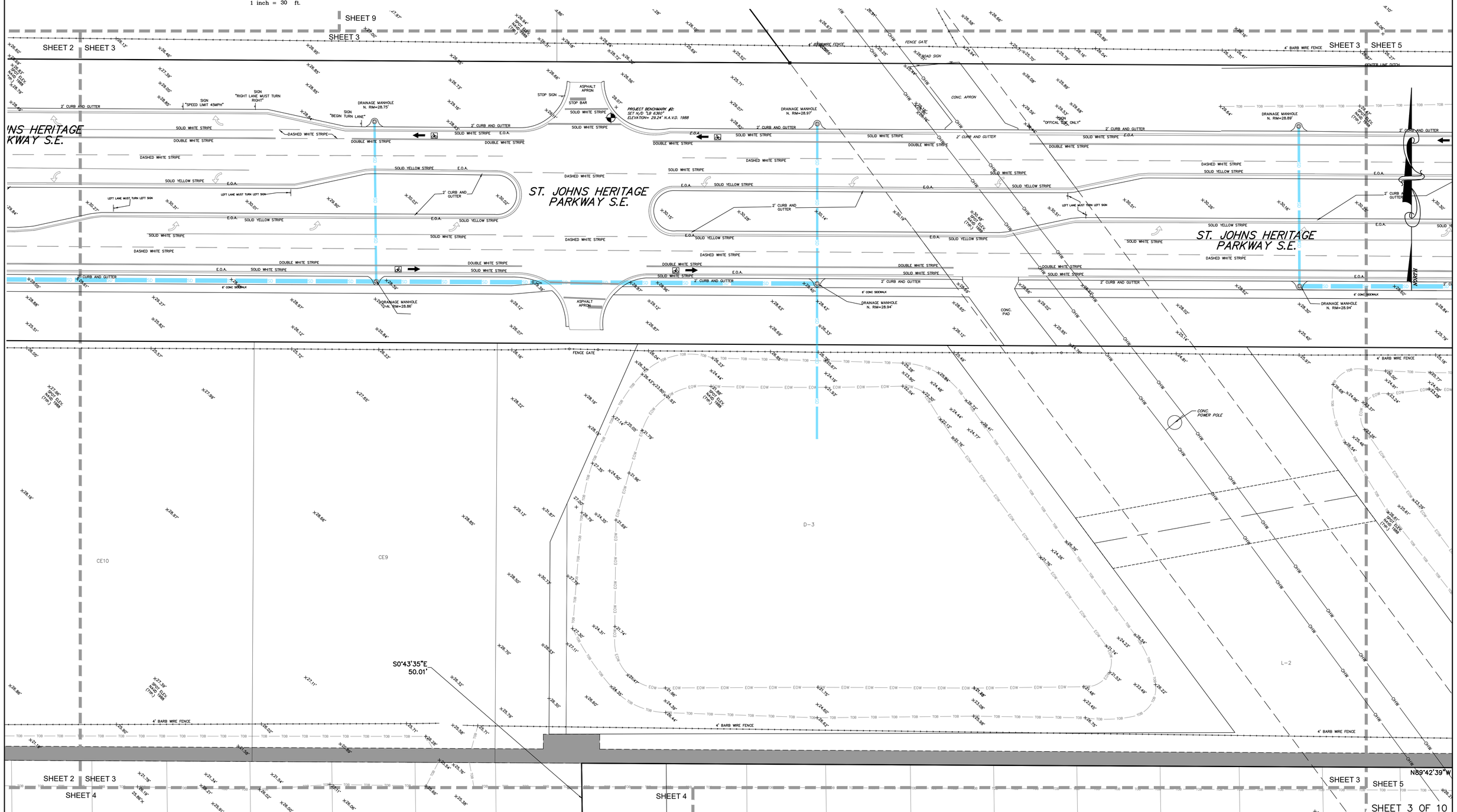
MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



SHEET 3 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
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PHONE : (321) 254-8133

SCALE	1" = 30'
DATE	10-31-23
FIELD BOOK & PAGE	261 20
FIELD DATE	10-23-23

REVISION TABLE

DATE	DESCRIPTION	BY	APVD

REVISION TABLE

DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

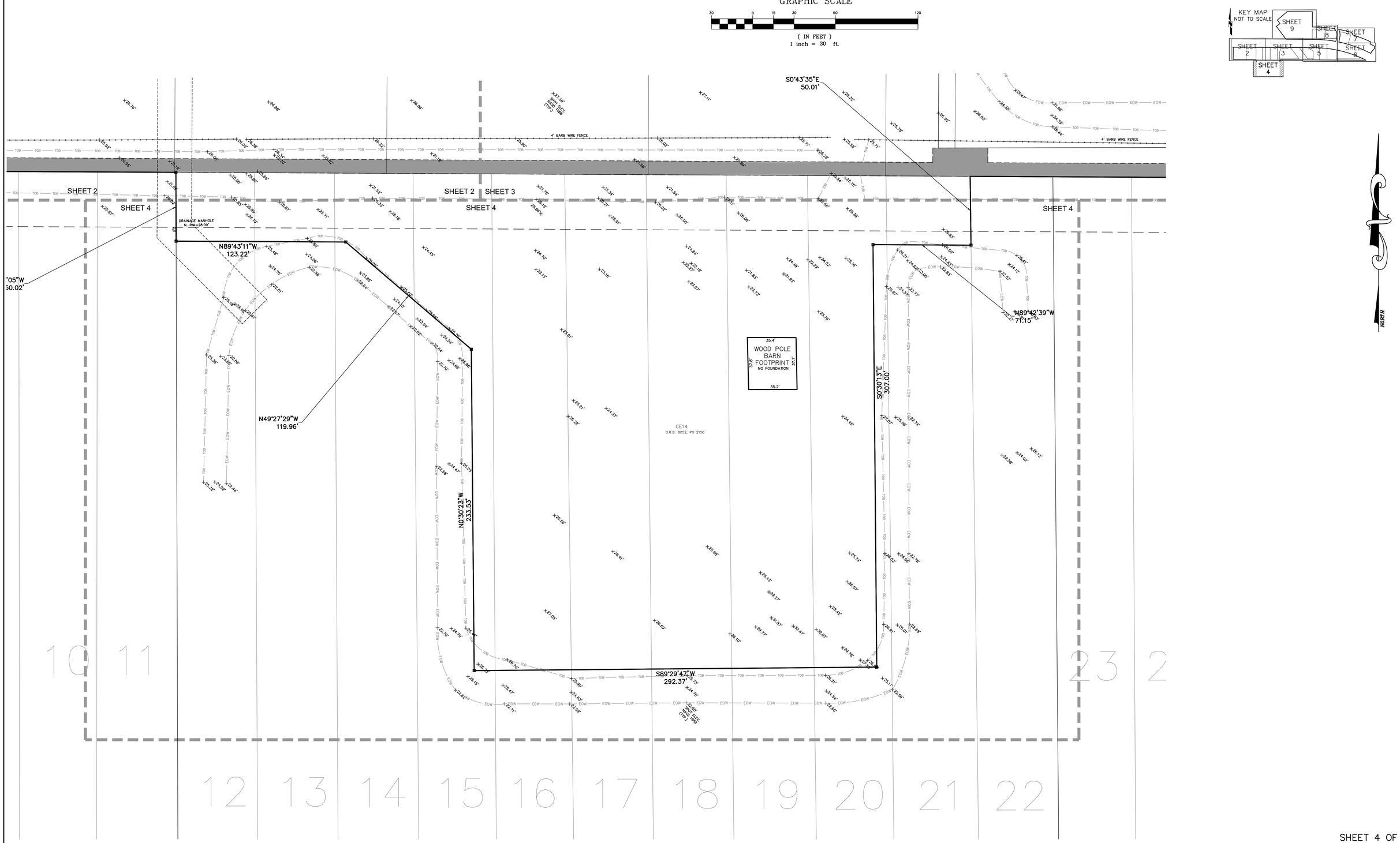
MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



SHEET 4 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
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SCALE	1" = 30'
DATE	10-31-23
FIELD BOOK & PAGE	261 & 20
FIELD DATE	10-23-23

REVISION TABLE				REVISION TABLE			
DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

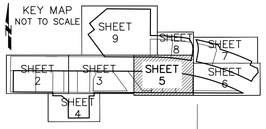
SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

KEY MAP
NOT TO SCALE



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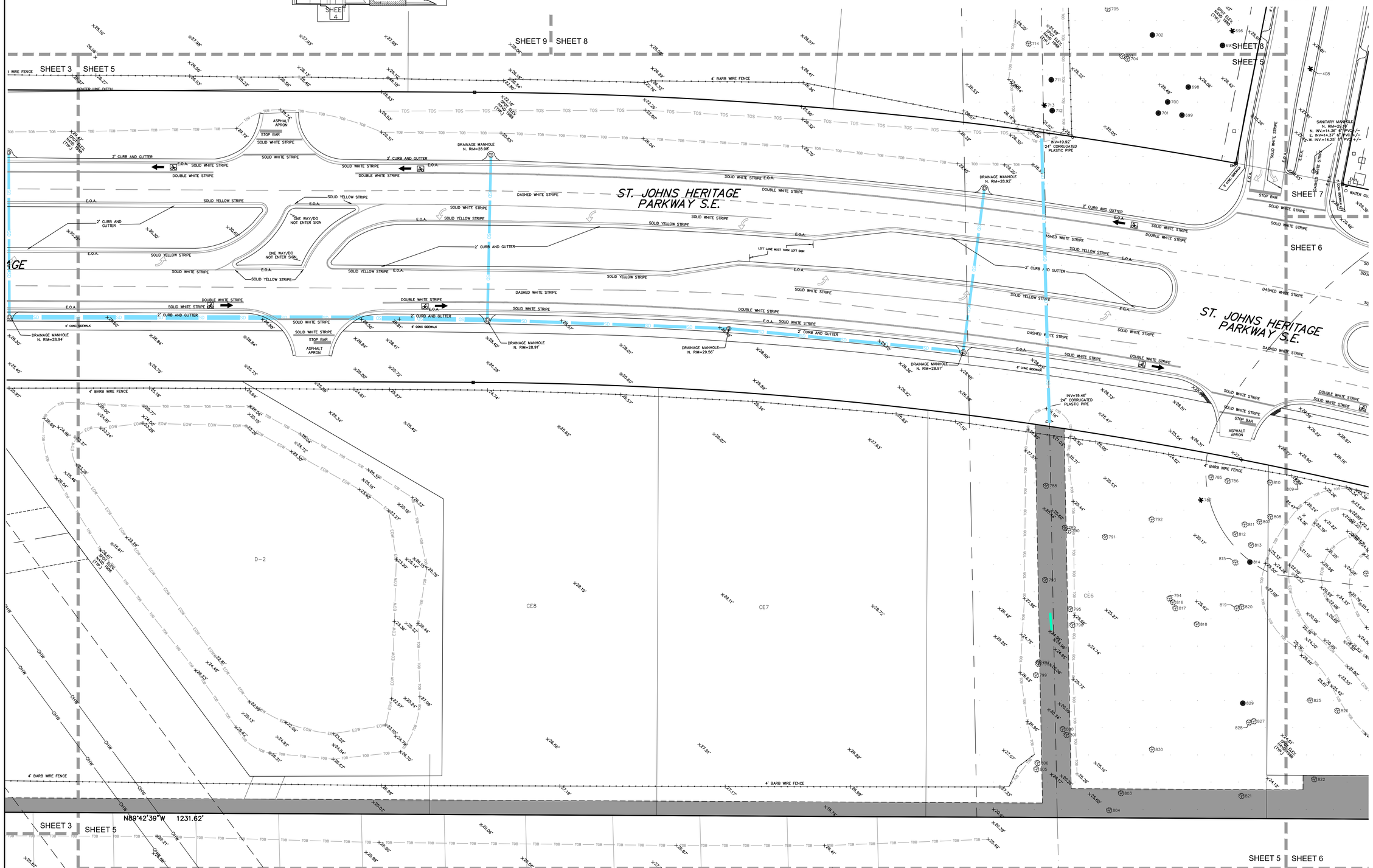

HORIZON

TREE LEGEND	
SYMBOL	DESCRIPTION
✱	PALM TREE
●	PINE TREE
	OAK TREE
	CYPRESS TREE

SHEET 5 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
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REVISION TABLE

DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

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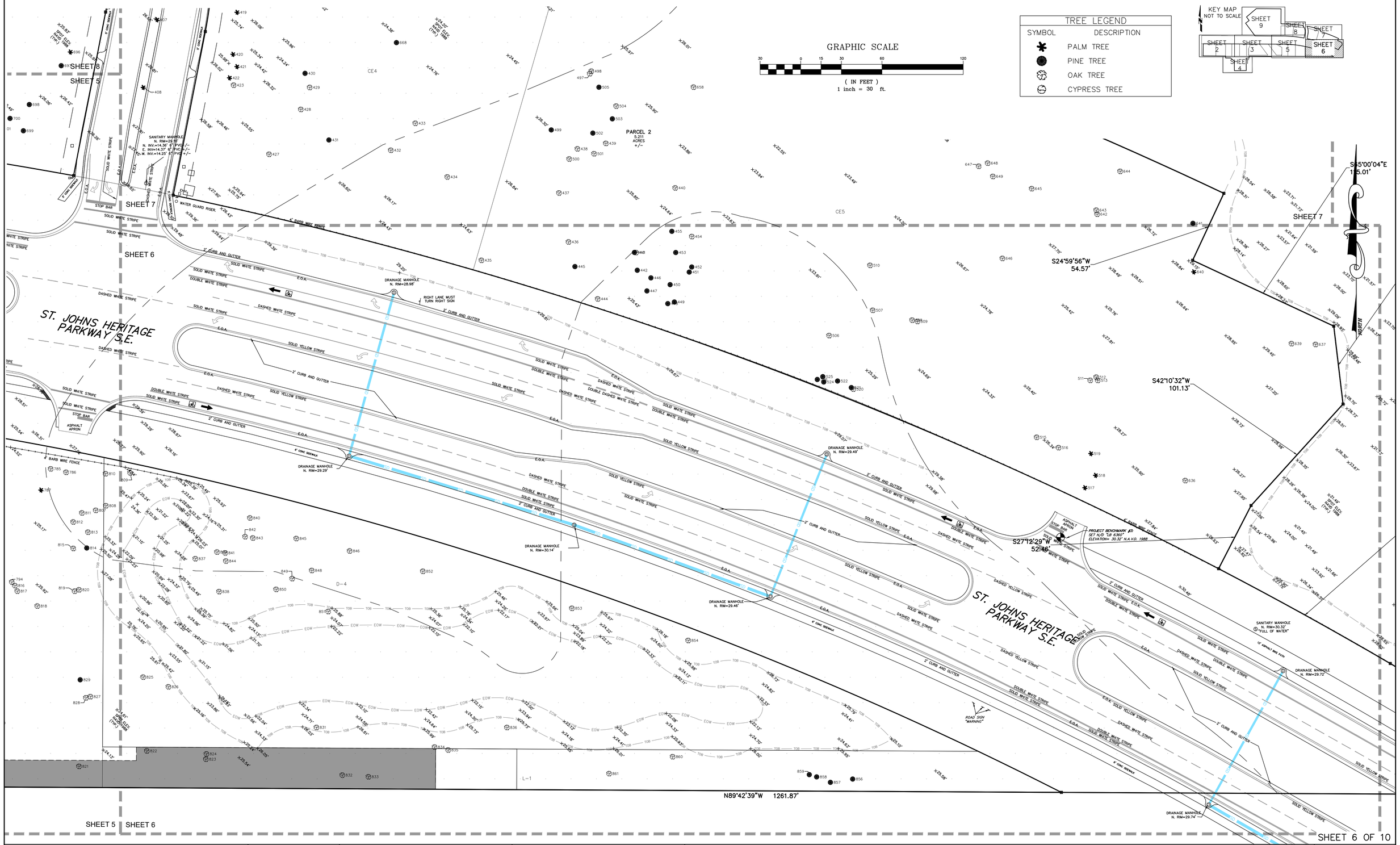
MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST



SHEET 6 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
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FIELD DATE	10-23-23

REVISION TABLE				REVISION TABLE			
DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

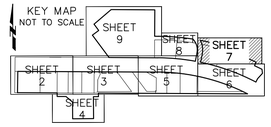
DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

TREE LEGEND	
SYMBOL	DESCRIPTION
✱	PALM TREE
●	PINE TREE
	OAK TREE
	CYPRESS TREE

KEY MAP
NOT TO SCALE



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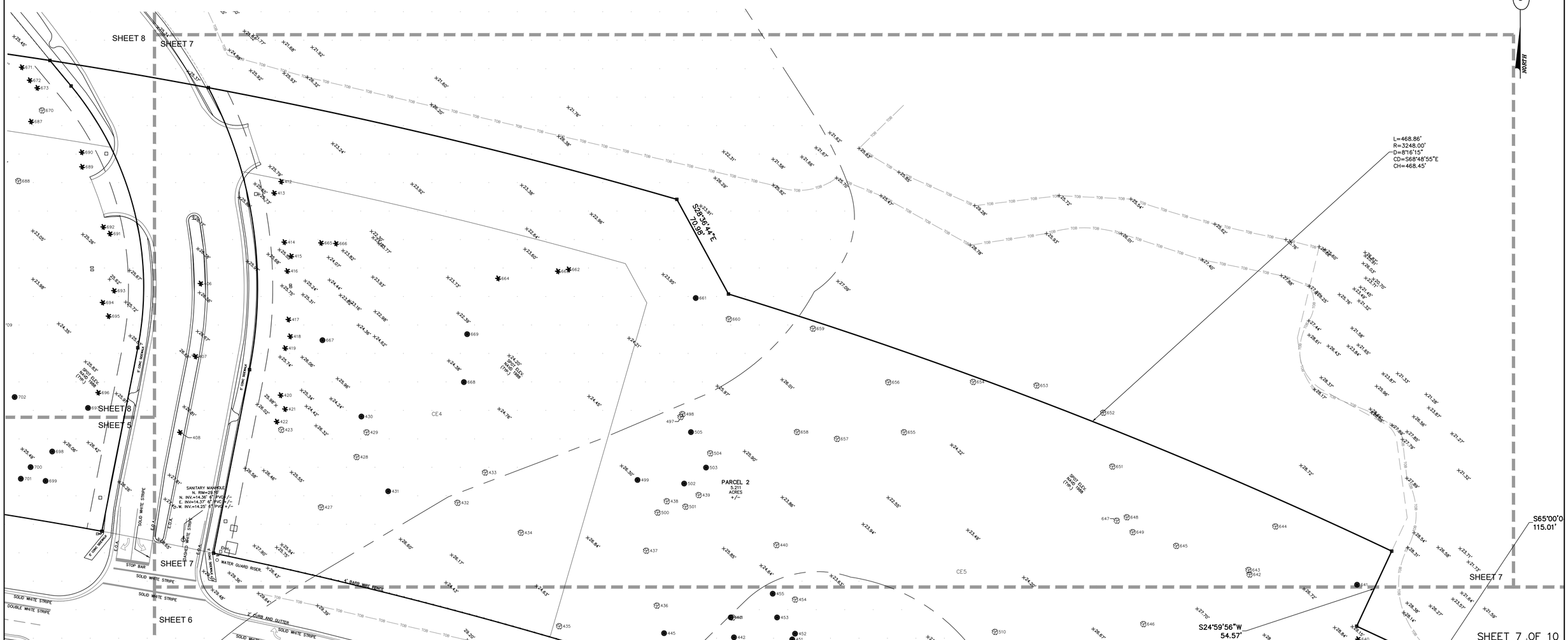

SHEET 7 OF 10

HORIZON SURVEYORS
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SCALE	1" = 30'
DATE	10-31-23
FIELD BOOK & PAGE	261 / 20
FIELD DATE	10-23-23

REVISION TABLE				REVISION TABLE			
DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

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MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

TREE LEGEND	
SYMBOL	DESCRIPTION
✱	PALM TREE
●	PINE TREE
✿	OAK TREE
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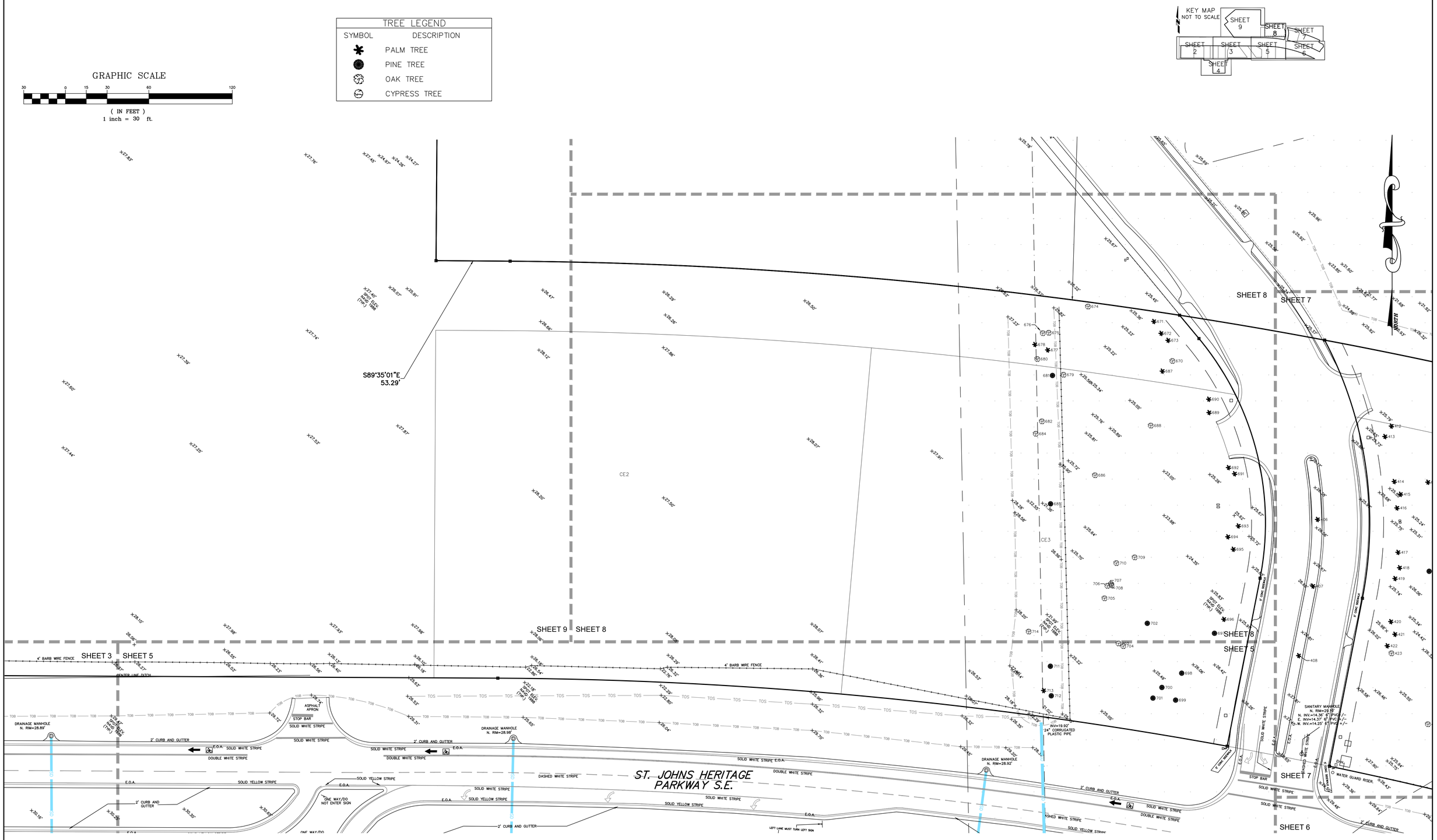

SHEET 8 OF 10

HORIZON SURVEYORS
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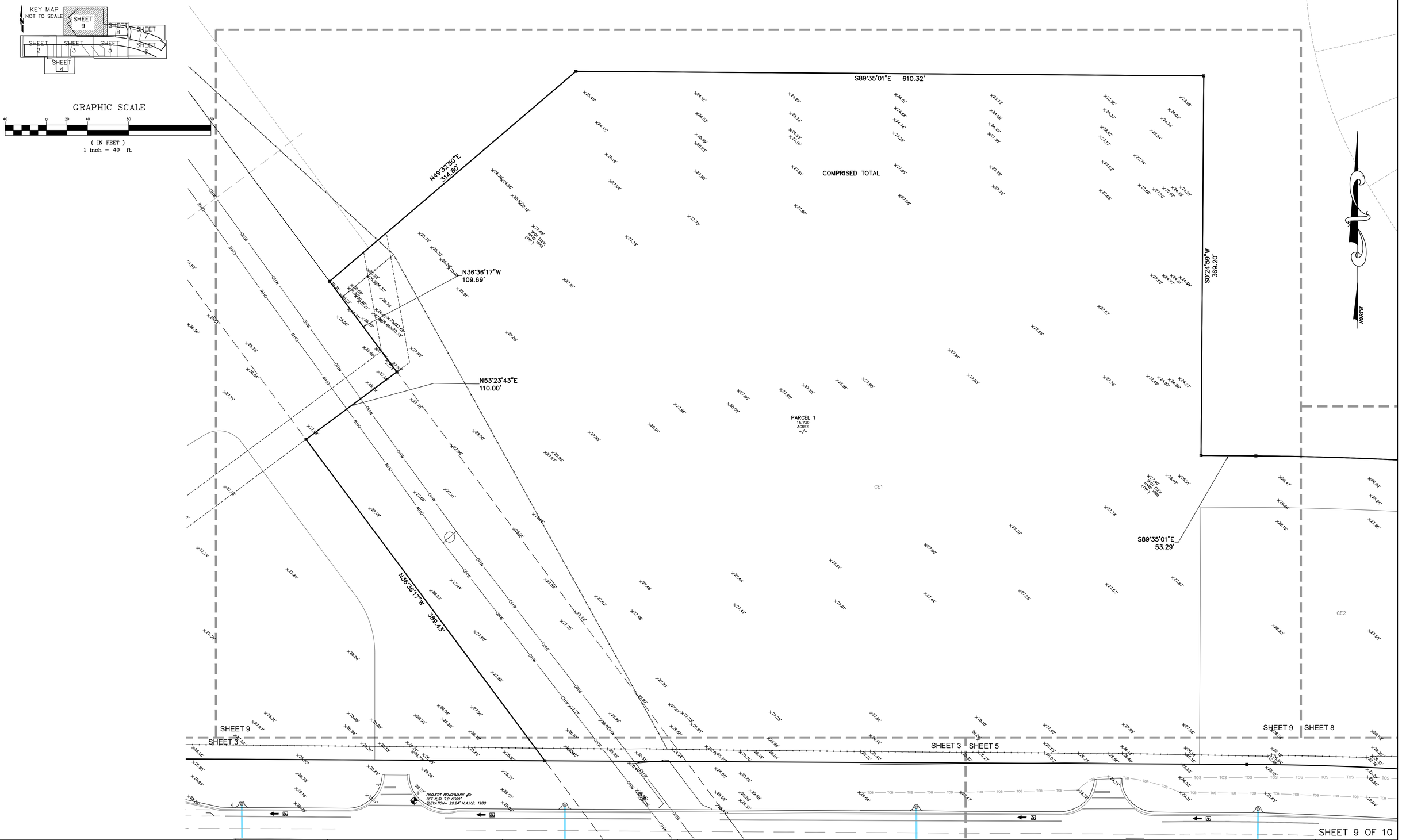
SCALE 1" = 30'	REVISION TABLE				REVISION TABLE		
DATE 10-31-23	DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD
FIELD BOOK 261 & PAGE 20							
FIELD DATE 10-23-23							

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST



SHEET 9 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
E-MAIL: INFO@HORIZONSURVEYORS.COM
PHONE : (321) 254-8133

SCALE	1" = 40'
DATE	10-31-23
FIELD BOOK & PAGE	261 / 20
FIELD DATE	10-23-23

REVISION TABLE				REVISION TABLE			
DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

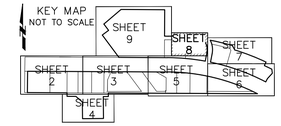
SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

TREE LEGEND	
SYMBOL	DESCRIPTION
✱	PALM TREE
●	PINE TREE
	OAK TREE
	CYPRESS TREE



Point Table	
Point #	Description
406	PAL 10
407	PAL 10
408	PAL 10
412	PAL 11
413	PAL 8
414	PAL 11
415	PAL 11
416	PAL 12
417	PAL 13
418	PAL 12
419	PAL 12
420	PAL 10
421	PAL 10
422	PAL 10
423	OAK 13
427	OAK CLUSTER 68
428	OAK 16
429	OAK 21
430	PINE 6
431	PINE 8

Point Table	
Point #	Description
432	OAK 17
433	OAK 20
434	OAK 24
435	OAK 19
436	OAK DBL 65
437	OAK 15
438	OAK 18
439	OAK 24
440	OAK 11
441	OAK 10
442	PINE 10
443	PINE 11
444	OAK 12
445	PINE 7
446	PINE 7
447	PINE 7
448	PINE 12
449	PINE 6
450	PINE 9
451	PINE 12

Point Table	
Point #	Description
452	PINE 8
453	PINE 7
454	OAK 14
455	PINE 10
497	OAK 17
498	OAK 15
499	PINE 14
500	OAK 20
501	OAK 16
502	PINE 16
503	PINE 10
504	OAK 19
505	PINE 13
506	OAK 17
507	OAK 22
508	OAK 13
509	OAK 24
510	OAK 18
511	OAK 14
512	OAK 36

Point Table	
Point #	Description
513	OAK 12
515	OAK 16
516	OAK 25
517	PAL 12
518	PAL 12
519	PAL 12
520	OAK 10
521	PINE 10
522	PINE 12
524	PINE 11
525	PINE 11
526	PINE 8
636	OAK DBL 32
637	OAK 8
639	OAK 20
640	PAL 10
641	PINE 8
642	OAK 15
643	OAK 13
644	OAK 13

Point Table	
Point #	Description
645	OAK 24
646	OAK 18
647	OAK 13
648	OAK 16
649	OAK 7
651	OAK 19
652	OAK 23
653	OAK 15
654	OAK 18
655	OAK 17
656	OAK 15
657	OAK 56
658	OAK 16
659	OAK 17
660	OAK 17
661	PINE 11
662	PAL 12
663	PAL 12
664	PAL 10
665	PAL 12

Point Table	
Point #	Description
666	PAL 11
667	PINE 13
668	PINE 13
669	PINE CLUSTER X4 7
670	OAK TRIPLE 70
671	PAL 10
672	PAL 10
673	PAL 11
674	OAK 24
675	OAK TRIPLE 6
676	OAK 8
677	PAL 11
678	PAL 11
679	OAK 6
680	OAK 10
681	PINE 6
682	OAK 18
684	OAK 18
685	PINE 10
686	OAK 50

Point Table	
Point #	Description
687	PAL 10
688	OAK 17
689	PAL 7
690	PAL 11
691	PAL 10
692	PAL 9
693	PAL 12
694	PAL 10
695	PAL 11
696	PAL 12
697	PINE 22
698	PINE 10
699	PINE CLUSTER X8 7
700	PINE 8
701	PINE 10
702	PINE 12
703	OAK 7
704	OAK 21
705	OAK TRIPLE 25
706	OAK 13

Point Table	
Point #	Description
707	OAK 15
708	OAK 29
709	OAK 12
710	OAK 13
711	PINE 12
712	PINE 12
713	PAL 10
714	OAK 10
785	OAK DBL 31
786	OAK 12
787	PAL 11
788	OAK 7 X3
789	OAK 9
790	OAK 19
791	OAK 24
792	OAK 8
793	OAK 10 8 DBL
794	OAK 57 CLUSTER X5
795	OAK 7
796	OAK 6

Point Table	
Point #	Description
797	OAK 7 9 DBL
798	OAK 8
799	OAK 12
800	OAK DBL 15 8
801	OAK 8
803	OAK 8
804	OAK 8
805	OAK 19
806	OAK 13
807	OAK 11
808	OAK 11
809	OAK DBL 10 16
810	OAK 17
811	OAK 8
812	OAK 10
813	OAK 9
814	PINE 7
815	OAK 9
816	OAK 10
817	OAK 10

Point Table	
Point #	Description
818	OAK 10
819	OAK TRIPLE 62
820	OAK 22
821	OAK 6
822	OAK 22
823	OAK 16
824	OAK 10
825	OAK 12
826	OAK 13
827	OAK 8
828	OAK 7
829	PINE 8
830	OAK 24
831	OAK DBL 32
832	OAK 23
833	OAK TRIPLE 22
834	OAK 11
835	OAK 19
836	OAK DBL 26
837	OAK DBL 27

Point Table	
Point #	Description
838	OAK DBL 28
839	OAK 14
840	OAK 30
841	OAK 22
842	OAK 7
843	OAK 19
844	OAK 18
845	OAK DBL 72
846	OAK DBL 35
848	OAK 9
849	OAK 8
850	OAK 16
851	OAK 17
852	OAK 18
853	OAK DBL 24
854	OAK 14
856	PINE 6
857	PINE 6
858	PINE 6
859	PINE 6

Point Table	
Point #	Description
860	OAK 17
861	OAK 12
1612	PALM BAY ND

SHEET 10 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
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\\Server\data backup\ARCHIVES\COMBINED PROJECTS\PALM BAY POINTE EAST_6617\DWG\PBPE - BOUNDARY-TOPO-10-6-23.dwg, 24X36 (10), 10/31/2023 1:30:25 PM, ...AutoCAD PDF (General Documentation).pc3

Ref: 5688.05

TECHNICAL MEMORANDUM

To: Frank Watanabe, City of Palm Bay

From: Kady Dearing, P.E.

Date: November 27, 2023

Subject: Palm Bay Pointe Commercial – Trip Generation Technical Memorandum
City of Palm Bay, Florida

INTRODUCTION

LTG, Inc. has been retained by Kimaya, LLC to prepare a trip generation evaluation for the proposed mixed-use development, known as Palm Bay Pointe, located along the west side of Babcock Street and along St. Johns Heritage Parkway (SJHP) in Palm Bay, Florida. It should be noted that the proposed development is within the Waterstone Master Development area and includes two separate analysis areas identified as the West Development area and the East Development area.

The purpose of the following technical memorandum is to compare the proposed development to the original Master Traffic Impact Study (TIS) developed for the Waterstone Development as it relates to net external PM Peak Hour trips. The location and boundary of each development area (West and East) are graphically depicted in the conceptual site plans attached as **Exhibit A**.

MASTER DEVELOPMENT PLAN

The master development plan and resulting PM external trips from the approved Waterstone Development TIS, dated August 2017, is provided in **Table 1**. The total overall, net new external PM Peak Hour trips equate to 2,938.

Table 1
Waterstone Development PM Peak Hour Trips
Palm Bay Pointe Mixed-Use

Owner	ITE Land Use	ITE Code	Units (X)	Trip Rate Equation	Total Trips	Percent Enter	Percent Exit	Trips Entering	Trips Exiting
Cypress Bay Farms	Single-Family Residential	210	250 DU	Ln(T)=0.90Ln(X)+0.51	240	65%	35%	156	84
	Townhomes	230	100 DU	Ln(T)=0.82Ln(X)+0.32	60	67%	33%	41	19
	Home Improvement Store	862	80 KSF	T=2.33(X)	186	49%	51%	92	94
	Shopping Center	820	130 KSF	Ln(T)=0.67Ln(X)+3.31	714	48%	52%	343	371
	General Office	710	30 KSF	T=1.12(X)+78.45	112	17%	83%	20	92
	Church	560	30 KSF	T=0.34(X)+5.24	15	48%	52%	8	7
	Research and Development Center	760	50 KSF	Ln(T)=0.83Ln(X)+1.06	74	15%	85%	12	62
	Assisted Living Facility	254	100 Beds	T=0.22(X)	22	44%	56%	10	12
	Nursing Home	620	100 Beds	T=0.22(x)	22	33%	67%	8	14
	Apartments (Age Restricted)	252	160 DU	T=0.24(X)+1.64	40	67%	33%	27	13
Waterstone Farms	Single-Family Residential	210	1100 DU	Ln(T)=0.90Ln(X)+0.51	909	63%	37%	573	336
	Single-Family (Age Restricted)	251	200 DU	Ln(T)=0.75Ln(X)+0.35	75	61%	39%	46	29
	Townhomes (Age Restricted)	252	100 DU	T=0.24(X)+1.64	26	54%	46%	15	11
Waterstone Holdings	Single-Family Residential	210	171 DU	Ln(T)=0.90Ln(X)+0.51	170	63%	37%	108	62
	Townhomes	230	64 DU	Ln(T)=0.82Ln(X)+0.32	42	67%	33%	29	13
	Shopping Center	820	205 KSF	Ln(T)=0.67Ln(X)+3.31	969	48%	52%	466	503
	Mini-Warehouse	151	80 KSF	T=0.26(X)	21	50%	50%	11	10
	General Office	710	30 KSF	T=1.12(X)+78.45	112	17%	83%	20	92
P.M. Peak-Hour Gross Totals:					**3,809**			**1,985**	**1,824**
Internal Capture Percent Reduction					17.80%			17.80%	17.80%
Internal Capture Trips					678			353	325
Pass-By Trips (34% of Shopping Center)					~~470~~			~~244~~	~~226~~
Allowable Pass-By Trips (14% of Adjacent Street Traffic)					193			97	96
Net New External Project Trips (P.M. Peak-Hour)					**2,938**			**1,535**	**1,403**

In order to compare the commercial aspect of the development, those trips in the master plan (Table 1) associated with residential development were removed. Additionally, the commercial trips associated with the previously approved Cypress Bay Commercial Project, which includes 70,500 sq. ft. of general shopping center, a 48,400 sq. ft. supermarket, and a 2,100 sq. ft. liquor store, were also deducted from the total (689 total PM peak hour net external trips as reported in the Cypress Bay Commercial Site Access Analysis, dated April 2022). The resulting PM peak hour trip bank equates to 965 trips.

PALM BAY POINTE DEVELOPMENT PLAN

The Palm Bay Pointe Development Plan, divided into West and East development areas are listed below:

Development West:

- Mini Warehouse = 90,000 sq. ft.
- Multifamily Residential = 668 dwelling units (DUs)
- Assisted Living Facility = 120 Beds
- Day Care Center = 8,000 sq. ft.
- Medical Office = 35,000 sq. ft.
- General Retail/Shopping Plaza = 45,000 sq. ft.
- High-Turnover (Sit-Down) Restaurant = 2,000 sq. ft.

Development East:

- Charter Elementary School = 750 Students
- General Retail/Shopping Plaza = 30,000 sq. ft.
- High-Turnover (Sit-Down) Restaurant = 2,000 sq. ft.
- Fast-Food Restaurant w/ Drive Thru = 2,000 sq. ft.
- Convenience Store/Gas Station = 12 Fuel Pumps (FP)

The p.m. peak hour gross total trip generation is based on the rates published in the latest edition of the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 11th Edition*. The resulting PM Peak Hour trip generation for each development area are shown in **Table 2** and **Table 3**, respectively.

Table 2
Development West Gross Total Trip Generation
Palm Bay Pointe Mixed-Use

Time Period	Land Use	ITE Code	Trip Rate Equation	Quantity (X)		Total Trips (T)	% Entering	% Exiting	Entering	Exiting
PM Peak Hour	Mini Warehouse	151	T = 0.15(X)	90.0	KSF	14	47%	53%	7	7
	Multifamily Residential (Mid-Rise)	221	T = 0.39(X) + 0.34	668	DU	308	61%	39%	188	120
	Assisted Living Facility	254	T = 0.24(X)	120	Beds	29	39%	61%	11	18
	Day Care Center	565	T = 11.12(X)	8.0	KSF	89	47%	53%	42	47
	Medical Office	720	T = 4.07(X) - 3.17	35.0	KSF	139	30%	70%	42	97
	Shopping Plaza (40-150k) [1]	821	T = 5.19(X)	45.0	KSF	234	49%	51%	115	119
	High-Turnover Restaurant	932	T = 9.05(X)	2.0	KSF	18	61%	39%	11	7
	Total					**831**			**416**	**415**

[1]Land use subcategory: No Supermarket

Table 3
Development East Gross Total Trip Generation
Palm Bay Pointe Mixed-Use

Time Period	Land Use	ITE Code	Trip Rate Equation	Quantity (X)		Total Trips (T)	% Entering	% Exiting	Entering	Exiting
PM Peak Hour	Charter Elementary School	536	T = 0.16(X)	750	Students	120	35%	65%	42	78
	Shopping Plaza (40-150k) [1]	821	T = 5.19(X)	30.0	KSF	156	49%	51%	76	80
	High-Turnover Restaurant	932	T = 9.05(X)	2.0	KSF	18	61%	39%	11	7
	Fast-Food w/ Drive Thru	934	T = 33.03(X)	2.0	KSF	66	52%	48%	34	32
	Convenience Store/Gas Station	945	T = 26.90(X)	12	FP[2]	323	50%	50%	162	161
	Total					**683**			**325**	**358**

[1]Land use subcategory: No Supermarket

[2]FP = Fueling Positions

Due to the mixed-use nature of the development a portion of trips, known as internal capture, are expected to remain within the Waterstone Development Boundary. The internal capture reduction, as adopted and implemented for those developments within the Waterstone Master Development, equates to 17.8% of the total PM Peak Hour Traffic. In order to determine the number of trips associated with the commercial portion of the internal capture, the National Cooperative Highway Research Program (NCHRP) Report 8-51 for internal trip capture was used. The residential component of the calculation includes existing and previously approved residential developments within the Waterstone Development area, such as The Lakes, The Courtyards, The Gardens, Cypress Bay East, and Cypress Bay West.

In addition, a Comprehensive Plan Amendment application is currently underway for the allowance of the 668 Multifamily units proposed within the Palm Bay Pointe development plan. The current future land use on the proposed Multifamily site (approximately 35 acres) is designated as Commercial (COM), which allows a maximum floor area ratio (FAR) of 2.5. As documented in the Comprehensive Plan Amendment prepared for the site, the proposed future land use would result in a net decrease in potential trip generation. These units are “new” to the Waterstone Development plan and would result in additional internal capture within the West Development plan. Only the residential component of the west development internal capture was deducted from the total.

Due to the commercial aspects of the development a certain number of trips, known as pass-by capture, are expected for each development area (West and East). The pass-by capture has been limited to 14% of the adjacent peak-hour two-way volume along Babcock Street and SJHP. Due to the uncertainty in timing for full buildout of the project, the existing 2022 data was used for the calculation for a more conservative approach.

The internal capture and pass-by trips were deducted from the total gross trip generation in order to determine the new net external trips anticipated by the proposed development. The resulting PM peak hour external trips are summarized in **Table 4**.

Table 4
Net External PM Peak Hour Trip Generation
Palm Bay Pointe Mixed-Use

Time Period	Development Area / Description	Total Trips (T)
PM Peak Hour	West	831
	East	683
	Gross Total:	**1,514**
	Waterstone Master Internal Capture	347
	West Development Internal Capture	53
	Pass-By Limited to 14% of Adjacent Traffic	150
	New External Project Trips	**964**

CONCLUSION

An analysis was conducted to determine whether the proposed development plan was within the net external, PM peak hour trip allocations for the commercial component of the Waterstone Master TIS. The residential and previously approved commercial trips (Cypress Bay Commercial) were deducted from the total net external trips documented in the Waterstone TIS to determine the number of commercial trips remaining (EQ: 2,938– 1,284 – 689 = 965). When deducting internal capture and pass-by capture, as custom to mixed-use, commercial developments, the new external total trips for the Palm Bay Pointe project is one (1) trip below the threshold.

Attachments:

Exhibit A – Conceptual Site Plans

EXHIBIT A

Conceptual Site Plan

PALM BAY POINTE EAST
FINAL DEVELOPMENT PLAN

1"=120'

PROPOSED ZONING GUIDELINES:

1. MINIMUM LOT AREA: 15,000 SF
2. MINIMUM LOT WIDTH: 40 FEET
3. MINIMUM LOT DEPTH: 120 FEET
4. MAXIMUM BUILDING COVERAGE: 60%
5. MAXIMUM HEIGHT: 60 FEET
   ADDITIONAL BUILDING HEIGHT MAY BE PERMITTED, SUBJECT TO THE FOLLOWING PROVISIONS:
   A. PROVIDING PUBLIC A SPACE OR PUBLIC AMENITY TOTALING 10% OF THE SITE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   B. PROVIDING UNDERSTORY PARKING TO REDUCE REQUIRED SURFACE PARKING, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   C. PROVIDE A MIXTURE OF USES, SUCH AS RESTAURANT WITH RESIDENTIAL USES ABOVE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   D. PROVIDING SHARED STORMWATER OR SHARED PARKING WITH NEIGHBORING PROPERTIES, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT. UPON APPROVAL BY THE CITY, THE SHARED AMENITY SHALL BE RECORDED AS AN EASEMENT OR AGREEMENT, IN THE PUBLIC RECORDS OF BREVARD COUNTY.
6. MINIMUM FLOOR AREA (COMMERCIAL): 300 SF
7. MINIMUM LIVING AREA (MULTIFAMILY): 500 SF
8. BUILDING SETBACK (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 15 FOOT MINIMUM
   B. SIDE INTERIOR: 15 FOOT MINIMUM
   C. SIDE CORNER: 15 FOOT MINIMUM
   D. REAR: 15 FOOT MINIMUM
   E. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
9. LANDSCAPE BUFFER/PARKING SETBACK REQUIREMENTS (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 10 FOOT MINIMUM
   B. SIDE INTERIOR: 5 FOOT MINIMUM
   C. SIDE CORNER: 10 FOOT MINIMUM
   D. REAR: 10 FOOT MINIMUM
   E. NOTWITHSTANDING, IF A SHARED DRIVE AISLE OR SHARED DRIVEWAY EXISTS ALONG A PROPERTY BOUNDARY BETWEEN TWO PARCELS, THEN IN SUCH CASE, NO SIDE SETBACK SHALL BE REQUIRED.
   F. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
10. PARKING – MINIMUM PARKING REQUIREMENTS SHALL MEET CITY CODE REQUIREMENTS OR BE ESTABLISHED BY A PARKING ANALYSIS AND/OR PARKING STUDY ON A PROJECT-BY-PROJECT BASIS.
11. ARCHITECTURAL STANDARDS SHALL BE PER PALM BAY CITY CODE SECTION 185.184, ARCHITECTURAL STYLE REQUIREMENTS.

SETBACKS:

BUILDING:	REQUIRED:
FRONT:	15'
SIDE CORNER:	15'
SIDE:	15'
REAR:	15'

PARKING:	REQUIRED:
FRONT:	10'
SIDE CORNER:	10'
SIDE:	5'
REAR:	10'

SITE INFORMATION:

GENERAL STATEMENT:

CYPRESS BAY PRESERVES (CBP) IS LOCATED EAST OF BABCOCK STREET AND NORTH AND SOUTH OF THE ST. JOHNS HERITAGE PARKWAY CONSISTING OF A PREVIOUSLY APPROVED MASTER PLAN WITH A MIX OF SINGLE FAMILY RESIDENTIAL THAT IS CURRENTLY COMPLETED OR UNDER CONSTRUCTION AND VACANT COMMERCIALLY ZONED PROPERTIES. A PORTION OF IT INCLUDES A FUTURE PUBLIX PLAZA AND ADJACENT FUTURE COMMERCIAL PARCELS. PALM BAY POINTE EAST CONSISTS OF ALL OF THE COMMERCIAL PROPERTY ALONG THE ST. JOHNS HERITAGE PARKWAY WITHIN CPB EXCEPT FOR THE PUBLIX PLAZA. IT INCLUDES APPROXIMATELY 43 ACRES, WHICH IS A MIX OF MOSTLY VACANT FUTURE COMMERCIAL PARCELS AND EXISTING STORMWATER TREATMENT PONDS/OPEN SPACE. PALM BAY POINTE EAST IS A MASTER PLANNED COMMERCIAL DEVELOPMENT ON BOTH SIDES OF THE PARKWAY AND IS BEING PRELIMINARY PLATTED FOR 14 COMMERCIAL LOTS LABELED CE1 THROUGH CE14. PLEASE NOTE BOTH D-2 AND D-3 COULD BE MODIFIED TO BE COMMERCIAL LOTS IN THE FUTURE.

DEVELOPER:
JEREMY GOROVITZ
KIMAYA, LLC
5200 VINELAND ROAD SUITE 200
ORLANDO, FL 32811
TEL: (407) 619-1096

SURVEYOR:
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL ROAD, UNIT 101
ROCKLEDGE, FL 32955
TEL: (321) 8064171
EMAIL: BOB@HORIZONSURVEYORS.COM

CIVIL ENGINEER:
JAKE T. WISE, P.E.
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FLORIDA 32935
TEL: (321) 610-1760
E-MAIL: JWISE@CEGENGINEERING.COM

SITE DATA:
ZONING CLASSIFICATION: PUD
FUTURE LAND USE: COM (COMMERCIAL)
FLOOD ZONE: X & A PER MAP 12009C0670G AND 12009C0690G DATED 3/17/14
TAX ID: 3000210, 3000211, 3000212, 3009330

CALCULATED STORMWATER BASIN COVERAGE (PERMITTED):

	SF	ACRE	PERCENT
TOTAL IMPERVIOUS:	1,496,526	34.37	80
TOTAL PERVIOUS:	374,131	8.58	20
TOTAL:	1,870,657	42.95	100

LEGEND:

- COMMERCIAL
- EXISTING STORMWATER TREATMENT POND
- EXISTING OPEN SPACE
- EXISTING STORM POND THAT CAN BE FUTURE COMMERCIAL LOT
- PROJECT BOUNDARY

120' 0' 120' 240'

PALM BAY POINTE EAST	10/04/23	PBP-E1

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel. 321.253.1221
www.cegengineering.com
COA #0008097

PROPOSED ZONING GUIDELINES:

1. MINIMUM LOT AREA: 15,000 SF
2. MINIMUM LOT WIDTH: 40 FEET
3. MINIMUM LOT DEPTH: 120 FEET
4. MAXIMUM BUILDING COVERAGE: 60%
5. MAXIMUM HEIGHT: 60 FEET
   ADDITIONAL BUILDING HEIGHT MAY BE PERMITTED, SUBJECT TO THE FOLLOWING PROVISIONS:
   A. PROVIDING PUBLIC A SPACE OR PUBLIC AMENITY TOTALING 10% OF THE SITE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   B. PROVIDING UNDERSTORY PARKING TO REDUCE REQUIRED SURFACE PARKING, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   C. PROVIDE A MIXTURE OF USES, SUCH AS RESTAURANT WITH RESIDENTIAL USES ABOVE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   D. PROVIDING SHARED STORMWATER OR SHARED PARKING WITH NEIGHBORING PROPERTIES, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT. UPON APPROVAL BY THE CITY, THE SHARED AMENITY SHALL BE RECORDED AS AN EASEMENT OR AGREEMENT, IN THE PUBLIC RECORDS OF BREVARD COUNTY.
6. MINIMUM FLOOR AREA (COMMERCIAL): 300 SF
7. MINIMUM LIVING AREA (MULTIFAMILY): 500 SF
8. BUILDING SETBACK (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 15 FOOT MINIMUM
   B. SIDE INTERIOR: 15 FOOT MINIMUM
   C. SIDE CORNER: 15 FOOT MINIMUM
   D. REAR: 15 FOOT MINIMUM
   E. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE–FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE–FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
9. LANDSCAPE BUFFER/PARKING SETBACK REQUIREMENTS (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 10 FOOT MINIMUM
   B. SIDE INTERIOR: 5 FOOT MINIMUM
   C. SIDE CORNER: 10 FOOT MINIMUM
   D. REAR: 10 FOOT MINIMUM
   E. NOTWITHSTANDING, IF A SHARED DRIVE AISLE OR SHARED DRIVEWAY EXISTS ALONG A PROPERTY BOUNDARY BETWEEN TWO PARCELS, THEN IN SUCH CASE, NO SIDE SETBACK SHALL BE REQUIRED.
   F. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE–FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE–FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
10. PARKING – MINIMUM PARKING REQUIREMENTS SHALL MEET CITY CODE REQUIREMENTS OR BE ESTABLISHED BY A PARKING ANALYSIS AND/OR PARKING STUDY ON A PROJECT–BY–PROJECT BASIS.
11. ARCHITECTURAL STANDARDS SHALL BE PER PALM BAY CITY CODE SECTION 185.184, ARCHITECTURAL STYLE REQUIREMENTS.

NOTES:

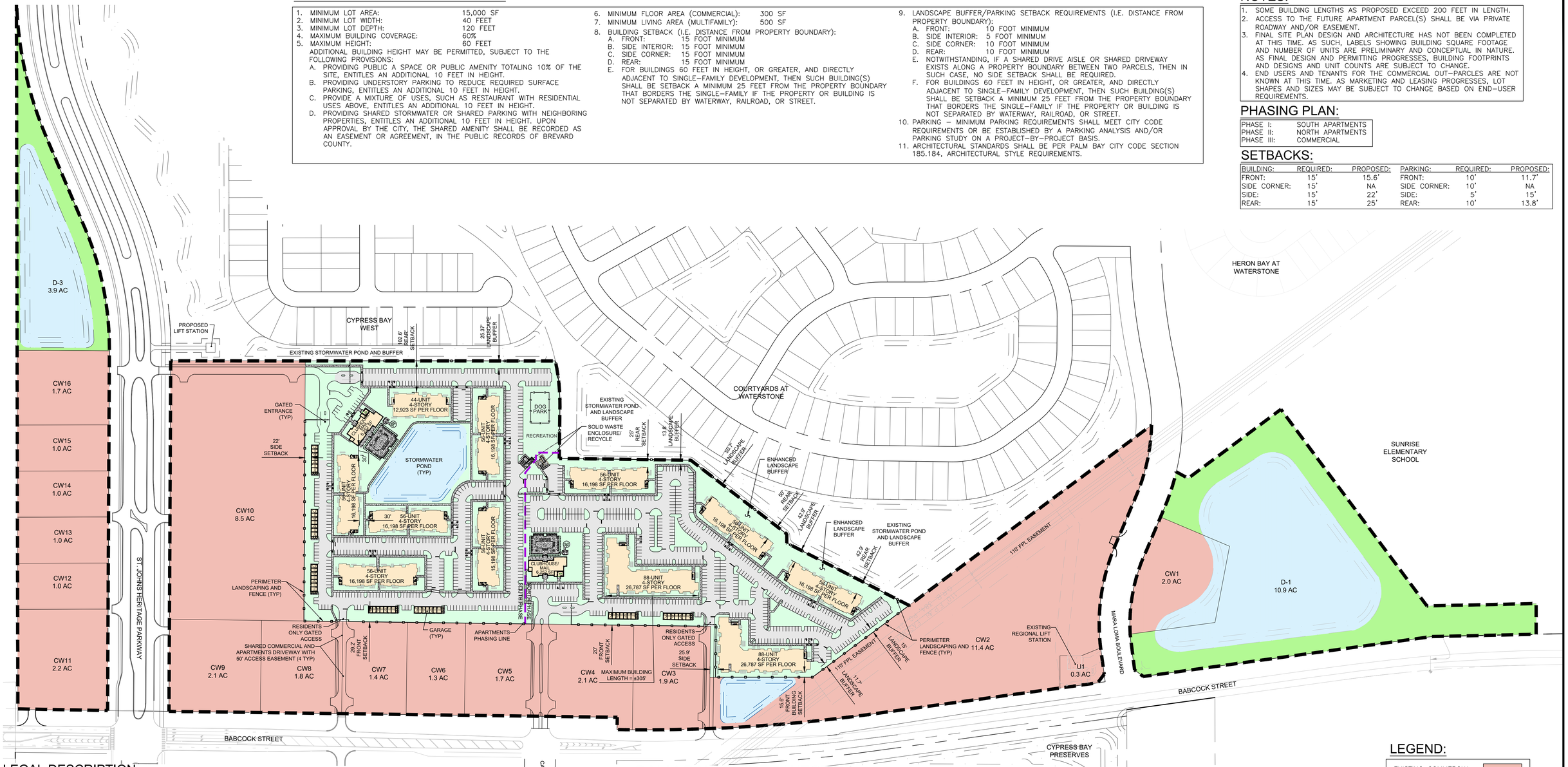
1. SOME BUILDING LENGTHS AS PROPOSED EXCEED 200 FEET IN LENGTH.
2. ACCESS TO THE FUTURE APARTMENT PARCEL(S) SHALL BE VIA PRIVATE ROADWAY AND/OR EASEMENT.
3. FINAL SITE PLAN DESIGN AND ARCHITECTURE HAS NOT BEEN COMPLETED AT THIS TIME. AS SUCH, LABELS SHOWING BUILDING SQUARE FOOTAGE AND NUMBER OF UNITS ARE PRELIMINARY AND CONCEPTUAL IN NATURE. AS FINAL DESIGN AND PERMITTING PROGRESSES, BUILDING FOOTPRINTS AND DESIGNS AND UNIT COUNTS ARE SUBJECT TO CHANGE.
4. END USERS AND TENANTS FOR THE COMMERCIAL OUT–PARCLES ARE NOT KNOWN AT THIS TIME. AS MARKETING AND LEASING PROGRESSES, LOT SHAPES AND SIZES MAY BE SUBJECT TO CHANGE BASED ON END–USER REQUIREMENTS.

PHASING PLAN:

PHASE I:	SOUTH APARTMENTS
PHASE II:	NORTH APARTMENTS
PHASE III:	COMMERCIAL

SETBACKS:

BUILDING:	REQUIRED:	PROPOSED:	PARKING:	REQUIRED:	PROPOSED:
FRONT:	15'	15.6'	FRONT:	10'	11.7'
SIDE CORNER:	15'	NA	SIDE CORNER:	10'	NA
SIDE:	15'	22'	SIDE:	5'	15'
REAR:	15'	25'	REAR:	10'	13.8'



PALM BAY POINTE WEST
PRELIMINARY DEVELOPMENT PLAN

1"=150'

LEGAL DESCRIPTION:

PARCEL 1 (WEST)

A PORTION OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING A PORTION OF TRACT "OS2", WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37–57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 FOR A DISTANCE OF 7.45 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 89.17 FEET

TO A POINT 40.00 FEET WEST, AS MEASURED BY PERPENDICULAR, OF THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100' FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E PARALLEL WITH SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 491.93 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1141.14 FEET; THENCE RUN N 00° 01' 02" E FOR A DISTANCE OF 1252.63 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 680.00 FEET, AND WHOSE CHORD BEARS N 84° 22' 36" E FOR A DISTANCE OF 151.07 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 45' 20", FOR A DISTANCE OF 151.39 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 14' 44" E FOR A DISTANCE OF 167.08 FEET; THENCE RUN N 00° 45' 16" E FOR A DISTANCE OF 428.37 FEET; THENCE RUN N 37° 33' 19" E FOR A DISTANCE OF 394.53 FEET; THENCE RUN S 89° 42' 39" E FOR A DISTANCE OF 29.22 FEET; THENCE RUN N 27° 00' 20" E FOR A DISTANCE OF 447.16 FEET; THENCE RUN N 36° 36' 51" W FOR A DISTANCE OF 983.82 FEET TO THE SOUTH RIGHT OF WAY LINE OF MARA LOMA BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY PER PLAT OF SAID WATERSTONE PLAT ONE P.U.D) ALSO BEING A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET, AND WHOSE CHORD BEARS S 77° 49' 42" E FOR A DISTANCE OF 233.04 FEET; THENCE RUN THE FOLLOWING (5) COURSES, CURVES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE; (1) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21° 29' 21", FOR A DISTANCE OF 234.41 FEET TO A POINT OF TANGENCY; (2) RUN S 67° 05' 07" E A DISTANCE OF 180.56 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 650.00 FEET, AND WHOSE CHORD BEARS S 82° 28' 58" E FOR A DISTANCE OF 345.17 FEET; (3) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 47' 41", FOR A DISTANCE OF 349.36 FEET TO A POINT OF TANGENCY; (4) RUN N 82° 07' 12" E FOR A DISTANCE OF 75.01 FEET; (5) RUN S 52° 52' 48" E FOR A DISTANCE OF 35.36 FEET TO THE WEST RIGHT OF WAY LINE OF AFOREMENTIONED BABCOCK STREET; THENCE RUN THE FOLLOWING (3) COURSES, CURVES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE; (1) RUN S 07° 52' 48" E FOR A DISTANCE OF 753.13 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 5264.29 FEET, AND WHOSE CHORD BEARS S 03° 33' 46" E FOR A DISTANCE OF 792.58 FEET; (2) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 38' 04", FOR A DISTANCE OF 793.33 FEET TO A POINT OF TANGENCY; (3) RUN S 00° 45' 16" W A DISTANCE OF 27.94 FEET; THENCE RUN N 89° 14' 44" W FOR A DISTANCE OF 40.00 FEET TO A POINT BEING 40.00 FEET WEST, AS MEASURED BY PERPENDICULAR, OF THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET; THENCE RUN S 00° 45' 16" W PARALLEL WITH SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1460.04 FEET TO THE POINT OF BEGINNING. CONTAINING 60.005 ACRES, MORE OR LESS.

AND:

PARCEL 2 (WEST)

A PORTION OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING A PORTION OF TRACT "OS2", WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37–57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 FOR A DISTANCE OF 7.45 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 89.17 FEET TO A POINT 40.00 FEET WEST, AS MEASURED BY PERPENDICULAR, OF THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100' FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E PARALLEL WITH SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.92 FEET; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1174.30 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET AND WHOSE CHORD BEARS S 78° 39' 00" W FOR A DISTANCE OF 403.49 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 16' 41", FOR A DISTANCE OF 406.28 FEET TO A POINT OF TANGENCY; THENCE RUN S 67° 00' 40" W FOR A DISTANCE OF 328.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1200.00 FEET AND WHOSE CHORD BEARS S 78° 26' 39" W FOR A DISTANCE OF 475.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 51' 58", FOR A DISTANCE OF 478.91 FEET TO A POINT ON THE SOUTH LINE OF PARCEL B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3480, PAGE 685 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN N 89° 52' 38" E ALONG THE SOUTH LINE OF SAID PARCEL B FOR A DISTANCE OF 2244.96 FEET TO THE POINT OF BEGINNING; CONTAINING 11.894 ACRES, MORE OR LESS.

AND

PARCEL 3 (WEST)

ALL OF TRACTS S.M.T. – 2 (STORMWATER MANAGEMENT TRACT) AND "OS1", WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 37 THROUGH 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; CONTAINING 12.851 ACRES MORE OR LESS.

SITE INFORMATION

GENERAL STATEMENT:

THE PROPOSED PROJECT IS A PORTION OF THE PREVIOUSLY APPROVED WATERSTONE MIXED USE PUD AND IT CONSISTS OF MASTER PLANNING APPROXIMATELY 85 ACRES INCLUDING OVER 57 ACRES OF FUTURE COMMERCIAL AND LESS THAN 28 ACRES REQUESTING A FUTURE LAND USE CHANGE TO NEIGHBORHOOD CENTER. THIS WOULD ALLOW CLASS 'A' APARTMENTS AS PROPOSED. THE APARTMENTS WOULD SUPPORT THE FUTURE COMMERCIAL DEVELOPMENT. THIS CHANGE IS A GREAT TRANSITIONAL ZONING FROM SINGLE FAMILY TO COMMERCIAL AND IS A SIGNIFICANT REDUCTION IN DENSITY.

DEVELOPER:
JEREMY GOROVITZ
KIMAYA, LLC
5200 VINELAND ROAD SUITE 200
ORLANDO, FL 32811
TEL: (407) 619–1096

SURVEYOR:
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL ROAD, SUITE 101
ROCKLEDGE, FL 32955
TEL: (321) 806–4171
EMAIL: BOB@HORIZONSURVEYORS.COM

CIVIL ENGINEER:
JAKE T. WISE, P.E.
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FLORIDA 32935
TEL: (321) 610–1760
E–MAIL: JWISE@CEGENGINEERING.COM

ARCHITECT:
GLEN BAURHYTE
FORUM ARCHITECTURE AND INTERIOR DESIGN, INC.
237 S. WESTMONTE DRIVE, SUITE 220
ALTAMONTE SPRINGS, FL 32714
TEL: (407) 830–1400

LOCATION:
TAX ID: 3000215, 3000216, 3010920, 3010940, 3011110, 3011111, 3027842, 3027881

SITE DATA:
ZONING CLASSIFICATION: PUD
EXISTING FUTURE LAND USE (FLU): COMMERCIAL (84.75)
PROPOSED PARTIAL FLU: NC–NEIGHBORHOOD CENTER (27.72 AC)
DENSITY: 25 UNITS/ACRE WITH BONUS UP TO 30 UNITS/ACRE
FLOOD ZONE: X & A PER MAP 12009C0670G AND 12009C0690G DATED 3/17/14
PROPOSED NEIGHBORHOOD CENTER FLU: ±27.72 AC
PROPOSED COMMERCIAL FLU: ±57.03 AC
TOTAL PROJECT AREA: ±84.75 AC
SOUTH MULTIFAMILY UNITS: 324
NORTH MULTIFAMILY UNITS: 344
TOTAL MULTIFAMILY UNITS: 668

DENSITY:
27.72 ACRES X 25 UNITS = 693 UNITS
NOTE: BONUS DENISTY OF UP TO 30 U/A = 831 UNITS
PROPOSED: 668 UNITS

COMMON RECREATION AND OPEN SPACE CALCULATION (RESIDENTIAL):
NEIGHBORHOOD CENTER AREA: 27.72 AC X 25% = 6.93 AC

COMMON RECREATION AND OPEN SPACE CALCULATION (COMMERCIAL):
NEIGHBORHOOD CENTER AREA: 57.03 AC X 25% = 14.26 AC

DISTANCE BETWEEN BUILDINGS:
MINIMUM BETWEEN 4 STORY = 30 FEET
MINIMUM BETWEEN 1 AND 4 STORY = 30 FEET

BUILDING LENGTH:
MAXIMUM BUILDING LENGTH PROPOSED = 305 FEET

BUILDING HEIGHT:

PROPOSED HEIGHT:	
APARTMENT BUILDINGS:	±59 FEET
CLUBHOUSES:	±28 FEET
GARAGES:	±15 FEET
SOLID WASTE COLLECTION:	±12 FEET

SOUTH PARKING SPACE CALCULATIONS:
284–ONE AND TWO BEDROOM UNITS X 1.5 = 426 SPACES
40–THREE BEDROOM UNITS X 2 = 80 SPACES
TOTAL REQUIRED: 506 INCLUDING 11 HANDICAP SPACES
PROVIDED: 559 INCLUDING 13 HANDICAP SPACES

NORTH PARKING SPACE CALCULATIONS:
320–ONE AND TWO BEDROOM UNITS X 1.5 =480 SPACES
24–THREE BEDROOM UNITS X 2 = 48 SPACES
TOTAL REQUIRED: 528 INCLUDING 11 HANDICAP SPACES
PROVIDED: 592 INCLUDING 12 HANDICAP SPACES

LOT COVERAGE:	SF	ACRE	PERCENT
TOTAL IMPERVIOUS:	2,768,874	63.56	75
TOTAL PERVIOUS:	922,958	21.19	25
TOTAL:	3,691,832	84.75	100

DRAINAGE:
PALM BAY POINTE WEST IS PART OF WATERSTONE MASTER STORMWATER TREATMENT PLAN WITH A MIX OF ON–SITE AND OFF–SITE INTERCONNECTED STORMWATER TREATMENT PONDS.

LEGEND:

- EXISTING COMMERCIAL TO REMAIN
- PROPOSED NEIGHBORHOOD CENTER
- STORMWATER TREATMENT POND
- EXISTING GREEN SPACE TO REMAIN
- PROJECT BOUNDARY
- APARTMENTS PHASING
- FENCE

150' 0' 150' 300'

PALM BAY POINTE WEST	10/04/23	PBP-W1

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel. 321.253.1221
www.cegengineering.com
COA #0008097

The City of Palm Bay Florida

CITIZEN PARTICIPATION PLAN REPORT

Applicant should follow established Citizen Participation Plan as specified in §169.005 CITIZEN PARTICIPATION PLANS.

CASE DETAILS

Applicant Name:	Jake Wise, PE- Construction Engineering Group
Project Name:	Palm Bay Pointe East
Case Type:	FDP
Case Description:	Seeking a FDP for +/- 43 acres
Intended Month of Submission:	June

INFORMATION ON THE CITIZEN PARTICIPATION PLAN MEETING

Notice to the Public (Date):	6/10/23
Date CPP was Held:	6/20/23
Location of the Meeting:	Holiday Inn Express & Suites' meeting room located 1206 Malabar Road SE; Palm Bay, FL 32907 at 6:30 pm
Number of Attendees:	+/- 14

The City of Palm Bay Florida

DENOTE ANY ADVERSE COMMENTS/COMPLAINTS/ CONCERNS/ ISSUES RECEIVED AND DESCRIBE RESOLUTION OR PROVIDE JUSTIFICATION IF THE APPLICANT IS UNABLE OR UNWILLING TO ADDRESS THE ISSUE:

	Comments	Resolution	Justification if the applicant is unable or unwilling to address the issue
	Have you already begun construction at the South of the site?	Currently the Publix Site (not our project) is being utilized for staging on the Babcock Road Widening project.	
	The larger acreage site at 12.3 acres…What will that be?	We don't have anyone signed on for this site but could be any number of uses depending on the market. Medical Office, its too early to tell.	
	Will there be height, lighting, and sound barriers incorporated?	Our project will abide by whatever is in the code including landscape buffers such as hedges, trees.	A Photometric plan showing no light permeating off the property, as in a stadium, is required to be submitted.
	Will this larger site be a gas station?	Gas stations are typically 1-2 acres.	
	Will there be a light at the intersection of Capital and St. Johns?	This doesn't meet the warrant however it is prepared to receive one if need be in the future.	
	What is your timeline?	We are currently looking at potentially August, September approvals.	We will continue to meet with commercial end-users and interested parties to determine this.
	What will the construction work hours be?	The city has set restrictions that we will abide by.	
	Will St. Johns extend further East?	Yes, someday but not this project. That will be the Emerald Lakes project.	
	Is there a change in who's developing the Emerald Lakes Project?	There is a different team looking at that project. Again different project and developer.	
	Will there be any roads closing?	Most likely not for safety reasons. The project will be done parcel by parcel most likely scenario.	
	There exists currently a sidewalk south of St/ Johns. Will this be extended?	Yes, as the project gets constructed so to not destroy the sidewalks in the process.	
	Are you associated with the project west of Babcock?	Yes, and this is still in the approval process.	
	Are you going right into approval for Public Hearings?	We start with both an FDP and pre-plat. The final Plat may not involve a public hearing.	
	Is there a timeline on everything being built?	This is difficult to assess at this time.	
	Is the canal being widened at Cypress?	No, this will stay the same.	
	Where are the entrances to Publix?	Jake Wise points out three access locations on the concept plan.	

The City of Palm Bay Florida

LIST OF ATTENDEES

Number	Name of attendee	Number	Name of attendee
1.	Stephanie Zirena	2.	Russell Smith
3.	Monica King	4.	Timothy Vanasdale
5.	Linda Graham	6.	Geraldo Crooke
7.	Peter Ringman	8.	Perry Cartwright
9.	Andre Luders	10.	Anthony Gillard
11.	Anthony Davis	12.	Yomary Abu
13.	Kisha Ford Torres	14.	
15.		16.	
17.		18.	
19.		20.	
21.		22.	
23.		24.	
25.		26.	
27.		28.	
29.		30.	
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33.		34.	
35.		36.	
37.		38.	
39.		40.	
41.		42.	
43.		44.	
45.		46.	
47.		48.	
49.		50.	

The City of Palm Bay Florida

ADDITIONAL DOCUMENTS REQUIRED WITH CITIZEN PARTICIPATION PLAN REPORT SUBMISSION

1. Copy of notice sent (separate attachment)
   - All the property owners within a 500-foot radius of the subject parcel shall be informed about the meeting date, time, location, and project.
2. Material distributed or presented at the meeting (separate attachment)

I hereby certify that information provided as part of this report is correct.

Signature

Jake Wise, PE- Construction Engineering Group

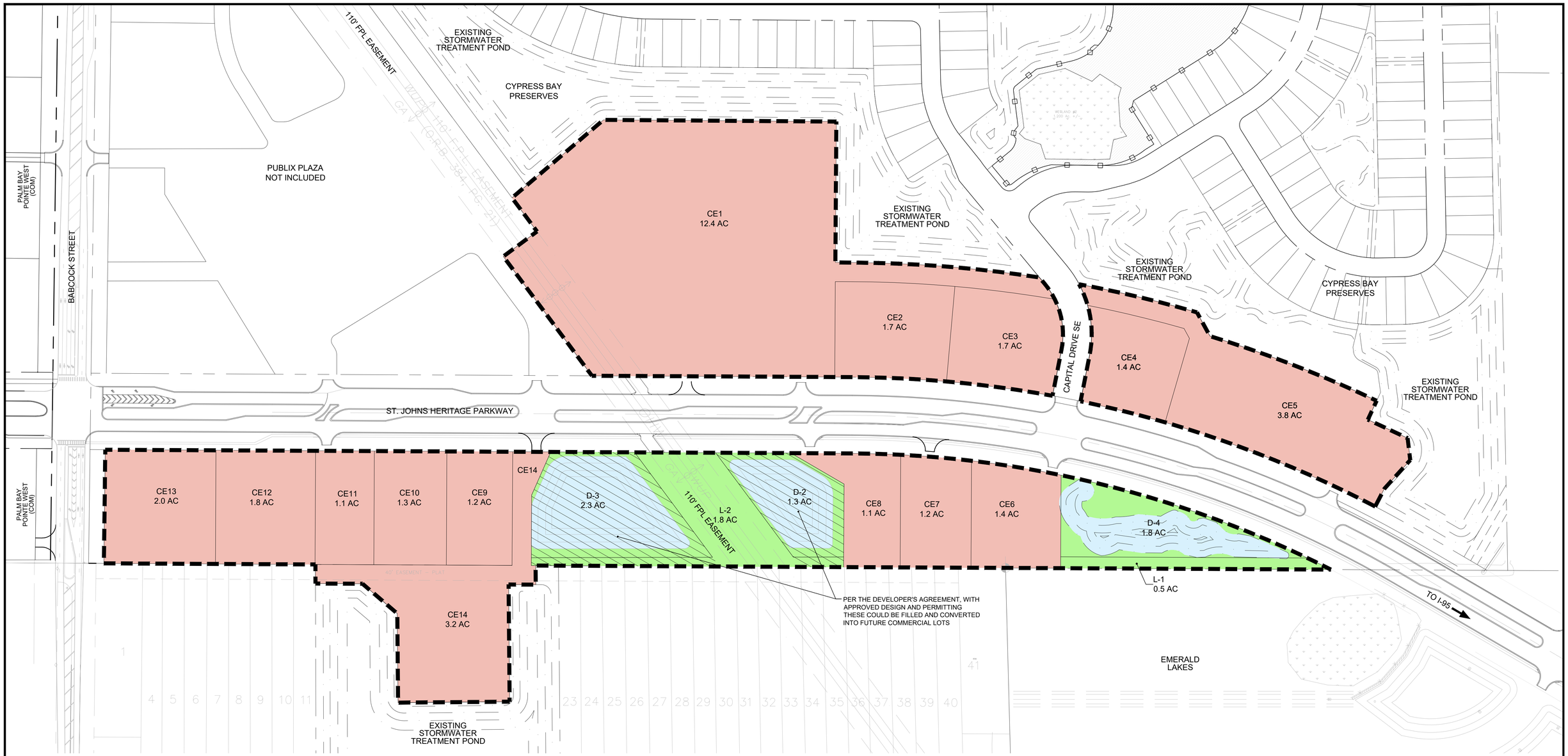
Typed Name and Title

7.25.23

Date

Palm Bay Pointe East
Date: 6/20/2023
Time: 6:30- 7:00pm

NAME	ADDRESS	Email (Optional)
Stefanie Zirena	3890 Foggy Mist Rd	
Russell Smith	3850 Foggy Mist Rd SE	G. smith07@icloud.com
Monica King	1703 Farmhouse Rd SE Palm Bay, FL 32909	monicaking9701@verizon.net
Timothy Doreen Vanasdale	3950 Foggy Mist rd. SE	US1doc@yahoo.com
Linda Graham	3909 Foggy Mist Rd SE Palm Bay, FL 32909	britney0936@msn.com
GERALDO CROOKE	3920 FOGGY MIST RD SE PALM BAY, FL 32909	geraldo.crooke@gmail.com
Peter Bingman	3569 Foggy MIST RD SE Palm Bay FL 32909	Jodi.and.peterbing@yahoo.com
PERRY CARTWRIGHT	3969 FOGGY MIST RD SE PALM BAY, FL 32909	perry.s.cartwright@gmail.com
Andre LuDERS		ludersab@gmail.com
Anthony Gilliard	3938 GARDENWOOD cir, GRANT FL 32949	AMALF2525@gmail.com
Anthony DAVIS	3510 Foggy Mist Rd SE Palm Bay, 32909	docad336@spectrum.net
Jomary ABU	3939 Foggy Mist Rd SE PalmB 32909	yomabeve2046@gmail.com
Kisha Ford Torres	3800 Foggy Mist RD SE Palm Bay 32909	Kford05@yahoo.com



PALM BAY POINTE EAST
FINAL DEVELOPMENT PLAN

1"=120'

LEGEND:

- COMMERCIAL
- EXISTING STORMWATER TREATMENT POND
- EXISTING OPEN SPACE
- EXISTING STORM POND THAT CAN BE FUTURE COMMERCIAL LOT
- PROJECT BOUNDARY

120' 0' 120' 240'

SITE INFORMATION:

GENERAL STATEMENT:

CYPRESS BAY PRESERVES (CBP) IS LOCATED EAST OF BABCOCK STREET AND NORTH AND SOUTH OF THE ST. JOHNS HERITAGE PARKWAY CONSISTING OF A PREVIOUSLY APPROVED MASTER PLAN WITH A MIX OF SINGLE FAMILY RESIDENTIAL THAT IS CURRENTLY COMPLETED OR UNDER CONSTRUCTION AND VACANT COMMERCIALLY ZONED PROPERTIES. A PORTION OF IT INCLUDES A FUTURE PUBLIX PLAZA AND ADJACENT FUTURE COMMERCIAL PARCELS. PALM BAY POINTE EAST CONSISTS OF ALL OF THE COMMERCIAL PROPERTY ALONG THE ST. JOHNS HERITAGE PARKWAY WITHIN CPB EXCEPT FOR THE PUBLIX PLAZA. IT INCLUDES APPROXIMATELY 43 ACRES, WHICH IS A MIX OF MOSTLY VACANT FUTURE COMMERCIAL PARCELS AND EXISTING STORMWATER TREATMENT PONDS/OPEN SPACE. PALM BAY POINTE EAST IS A MASTER PLANNED COMMERCIAL DEVELOPMENT ON BOTH SIDES OF THE PARKWAY AND IS BEING PRELIMINARY PLATTED FOR 14 COMMERCIAL LOTS LABELED CE1 THROUGH CE14. PLEASE NOTE BOTH D-2 AND D-3 COULD BE MODIFIED TO BE COMMERCIAL LOTS IN THE FUTURE.

DEVELOPER:
JEREMY GOROVITZ
KIMAYA, LLC
5200 VINELAND ROAD SUITE 200
ORLANDO, FL 32811
TEL: (407) 619-1096

SURVEYOR:
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL ROAD, UNIT 101
ROCKLEDGE, FL 32955
TEL: (321) 8064171
EMAIL: BOB@HORIZONSURVEYORS.COM

CIVIL ENGINEER:
JAKE T. WISE, P.E.
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FLORIDA 32935
TEL: (321) 610-1760
E-MAIL: JWISE@CEGENGINEERING.COM

ZONING CLASSIFICATIONS: PUD
FUTURE LAND USE: COM (COMMERCIAL)
FLOOD ZONE: X & A PER MAP 12009C0670G AND 12009C0690G DATED 3/17/14
TAX ID: 3000210, 3000211, 3000212, 3009330

PROPOSED BUILDING SETBACKS:

FRONT:	20'
SIDE INTERIOR:	10'
SIDE CORNER:	20'
REAR:	20'

CALCULATED STORMWATER BASIN COVERAGE (PERMITTED):

	SF	ACRE	PERCENT
TOTAL IMPERVIOUS:	1,496,526	34.37	80
TOTAL PERVIOUS:	374,131	8.58	20
TOTAL:	1,870,657	42.95	100

PALM BAY POINTE EAST	6/29/23	PBP-E

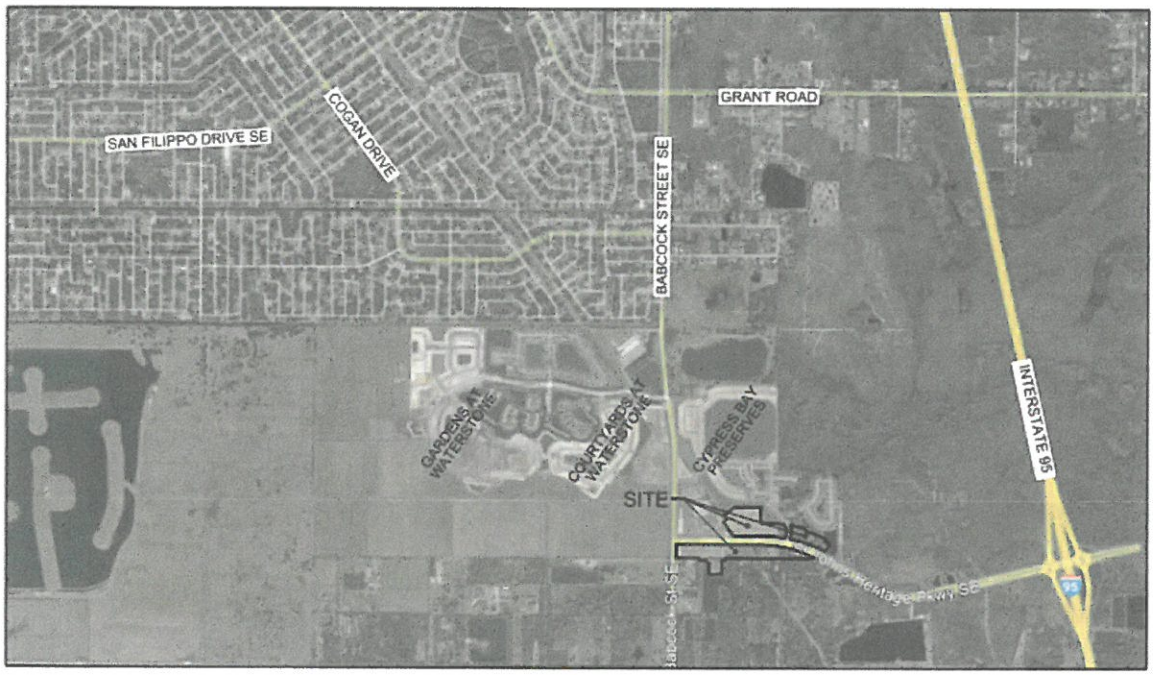
CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel. 321.253.1221
www.cegengineering.com
COA #0008097

Re: Palm Bay Pointe East
Site: BCPA Parcel IDs: 30-37- 03-00-500; 30-37-03-00-501; 30-37-03-00-752; 30-37-03-00-504; 30-37-10-25-*-13
Township 30 Range 37 and Section 03, 10

Dear Neighbor:

You are in receipt of this letter because you are a property owner within 500 feet of the property below. It is important to us to be a good neighbor and based on that we want to invite you to a neighborhood meeting on Tuesday June 20, 2023 at the Holiday Inn Express & Suites' meeting room located 1206 Malabar Road SE; Palm Bay, FL 32907 at 6:30 pm.

Project Location:



LOCATION MAP
NTS

We welcome you to attend so we can describe to you the proposed project and thank you in advance for your time.

Sincerely,

Jake T. Wise, PE
Principal Civil Engineer
Construction Engineering Group, LLC

PALM BAY POINTE EAST – NARRATIVE AND JUSTIFICATION STATEMENT

PRELIMINARY DEVELOPMENT PLAN AND FINAL DEVELOPMENT PLAN

Palm Bay Pointe East (the "Project") is a +/- 43-acre project proposed to be a mix of neighborhood commercial uses. The subject commercial land was part of the Cypress Bay Preserves Master Plan which is a large Planned Unit Development (PUD). The Project is situated east of Babcock Street and on the north and south sides of St. Johns Heritage Parkway and will serve the neighborhood's commercial needs for the residential homes that are in planning, construction and recently completed in the area. The north parcels are located both east and west of Capital Drive SE. The PUD is adjacent to Emerald Lakes on its eastern boundary.

The Comprehensive Plan Future Land Use Element designates the entire Project with a Commercial Land Use designation, so the Final Development Plan (FDP) is consistent with the requirements of the Comprehensive Plan of the City of Palm Bay. The zoning is designated as PUD. This FDP proposes to subdivide the 43-acre commercial tract into commercial parcels of various shapes and sizes to accommodate a variety of neighborhood commercial users. Substantial infrastructure has already been constructed to serve the Project including master stormwater retention (including ponds, structures and piping), offsite roadway improvements (including curb cuts, median cuts and turn lanes), water and wastewater infrastructure, and a substantial amount of earthwork and grading.

Anticipated uses may include a mix of neighborhood commercial uses including but not limited to restaurants, retail, medical, dental, financial institutions, office space, church and faith-based institutional uses, charter school(s), daycare(s), and a variety of service-type commercial uses. The approval of this FDP is needed such that commercial lots can be delineated and created and so end-users may begin submitting for site plan approval and building permits.

Property Owner: Kimaya, LLC

Applicant: Kimaya, LLC

Existing Zoning: Planned Unit Development (PUD)

Future Land Use: The underlying Land Use per the Comprehensive Plan is Commercial.

Request: The Applicant is seeking to create a PDP/FDP for the subject site dividing the site into individual parcels which will allow retailers and end-users to submit for engineering and building permits.

Development Schedule Palm Bay Pointe East
Updated 8.8.23

	Palm Bay Pointe East	
	Phase 3	**Commercial**
1	Start	Q1 2025
	Horizontal Construction	3 Months
	Vertical Construction	11 Months
	First Certificate of Occupancy	Q2 2026

	Palm Bay Pointe East
	Open Space
2	Open space will be alotted for and built in conjunction with each phase per the construction schedule above.

*Subject to Change based on project approvals and market conditions.

Prepared by and return to:
Matthew W. McMurtrey, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS?

(Palm Bay Pointe East)

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into on this ___ day of _____, 2023 (the "Effective Date"), by **KIMAYA, LLC**, a Delaware limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, FL 32811 ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the fee simple owner of certain real property located in the City of Palm Bay (the "**City**"), Brevard County, Florida, known as Palm Bay Pointe East, and being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "**Property**"). Declarant may in the future transfer ownership of Tracts D-2, D-3, D-4, L-2, CE1, CE2, CE3, CE4, CE5, CE6, CE7, CE8, CE9, CE10, CE11, CE12, CE13 and CE14 to third parties (each of Tracts D-2, D-3, D-4, L-2, CE1, CE2, CE3, CE4, CE5, CE6, CE7, CE8, CE9, CE10, CE11, CE12, CE13 and CE14 is referred to herein as a "**Tract**," and the owners of each Tract are referred to herein as "**Owners**" or "**Tract Owners**") as shown on the Plat of Palm Bay Pointe East attached hereto and incorporated herein by this reference as **Exhibit "B"** (the "**Plat**");

WHEREAS, Declarant intends to develop the Property in accordance with the Plat;

WHEREAS, the Tracts are intended to share the use of: (i) paved access, roadways, driveways, curbs and sidewalks, (ii) parking areas, (iii) sanitary sewer system, including but not limited to sanitary sewer force mains and lift stations, (iv) integrated stormwater, drainage and retention systems, (v) water, gas, electricity, telephone, fiber optics, and cable systems, (vi) signage and (vii) grading and construction (collectively, the "**Project Infrastructure**");

WHEREAS, Declarant has determined that the ownership, use and enjoyment of the Property would be enhanced by the granting of certain easement rights related to the construction, use, maintenance, repair and replacement of the Project Infrastructure; and

WHEREAS, Declarant desires to subject the Property to the easements, covenants, restrictions and other provisions of this Declaration, and thereby establish certain rights, duties, easements, appurtenances, interests and benefits related to the Property and Project Infrastructure and applicable to the Tract Owners.

NOW, THEREFORE, for and in consideration of the premises hereof and the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, stipulate and agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are true and correct and are hereby incorporated into the text of this Declaration.

2. **Access Easement**. Declarant, as the owner of Property, for itself and its successors and assigns, does hereby declare, establish, and grant to the Tract Owners, for the benefit of such Tract Owners, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Property, as an appurtenance to and for the benefit of each Tract, and each and every portion thereof, a perpetual, non-exclusive easement (the "**Access Easement**") on, over, across and through the roadways, curbs, sidewalks, and other roadway improvements (collectively, the "**Roadway Improvements**") to be constructed or as situated on the Property, for the purposes of providing pedestrian and vehicular traffic (including without limitation construction and delivery vehicles and equipment) ingress, egress and regress to, from and between the Tracts and all public roadways adjacent to any or all of the Tracts. No barriers of any kind, including but not limited to fences and walls, shall be constructed or maintained on the Access Easement that would restrict the use of the Access Easement. The Roadway Improvements within each Tract shall be constructed, maintained, repaired and replaced by the Owner of each Tract, at their sole cost and expense, in a good and workmanlike manner and in accordance with the requirements of all applicable governmental authorities. All proposed access points to an Owner's Tract shall be set forth on the Owner's site plan and shall be subject to the site plan approval provisions of Section 10 below.

4. **Sanitary Sewer Easement**. Declarant, as the owner of Property, for itself and its successors and assigns, does hereby declare, establish, and grant, to the Tract Owners, for the benefit of such owners, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Tracts, as an appurtenance to and for the benefit of the Tracts, and each and every portion thereof, a perpetual, non-exclusive easement (the **"Sanitary Sewer Easement**") on, over, under, across and through the sanitary sewer force mains, pipes, lift stations, and other sanitary sewer improvements located on the Property, including but not limited to any lift stations located on the Property (the "**Sanitary Sewer Facilities**"), as more particularly described and depicted on **Exhibit "C"** (the "**Sanitary Sewer Easement Area**") for the purposes of the installation, operation, use, maintenance, repair and replacement of the Sanitary Sewer Facilities within the Sanitary Sewer Easement Area. The Sanitary Sewer Facilities within each Tract shall be constructed, maintained, repaired and replaced by the Owner of each Tract, at their sole cost and expense, in a good and workmanlike manner and in accordance with the requirements of all applicable governmental authorities.

5. **Grant of Stormwater Easement**.

(a) Grant of Easement. Declarant may construct and install on the Property an integrated and comprehensive stormwater drainage and retention system (the "**Stormwater Facilities**"), including certain stormwater transmission lines and stormwater facilities located on

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Tracts D-2, D-3, D-4 and L-2 as depicted on the Plat (the "**Declarant Stormwater Tracts**"), to serve the Property, for drainage and retention of stormwater from each Tract. To the extent that Declarant does not construct and install all necessary Stormwater Facilities for any or all of the individual Tracts, each individual Tract Owner shall be responsible for constructing and installing the Stormwater Facilities necessary to serve such Tract Owner's Tract, including the costs of design, permitting, construction and tying into the SWMS and any additional drainage/retention required by any governmental authority on each individual Tract. Declarant, for itself and its successors and assigns, does hereby declare, establish, and grant, to the Owners of each Tract, for the benefit of each Tract, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Tracts, as an appurtenance to and for the benefit of each Tract, and each and every portion thereof, a perpetual, non-exclusive drainage, retention, detention and flowage easement through the Property and into the Stormwater Facilities (the "**Stormwater Easement**"). The location of the Stormwater Easement shall be as specified in the City's approval of final engineering and utility plans for the Stormwater Facilities. The Stormwater Facilities situated within each Tract shall be maintained, repaired and replaced by the Owner of each Tract, at their sole cost and expense, in a good and workmanlike manner and in accordance with the requirements of all applicable governmental authorities. In addition, each Tract Owner shall pay such Owner's pro rata share (the "**Pro-Rata Share**") of the repair and maintenance costs of the Declarant Stormwater Tracts, as calculated by using the total acreage of such Tract Owner's Tract as the numerator, and by using the total acreage of all Tracts (except for the Declarant Stormwater Tracts) as the denominator.

(b) Water Management District Requirements.

(i) Declarant, its successors or assigns, or any individual Tract Owner's as specified in Section 5(a) above, will cause the surface water management system for the Property, including but not limited to all ponds, swales, drainage lines, drainage pipes and other drainage facilities required for the proper drainage of the Property in accordance with the requirements of the applicable Water Management District permit(s) issued with respect to the Property (which shall be enforceable by such Water Management District (the "**District**") to the extent provided by law), and shall specifically include any portions of the Property designated for drainage or stormwater management purposes herein, on any Plat or in any Supplemental Declaration or amendment to this Declaration (the "**Surface Water Management System**" or "**SWMS**") to be constructed within the Property and, to the extent required, on adjacent property. The SWMS is part of the overall drainage plan for the Property encumbered by this Declaration. If, as of the date of this Declaration, a Municipal Services Benefit Unit ("**MSBU**") has not been approved and established by the City for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the SWMS, Declarant, Tract Owners, or Declarant's designee shall be responsible for such functions. However, if and when such an MSBU is created, the City shall be responsible for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the SWMS. Maintenance of the SWMS shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair, reconstruction or replacement of the SWMS shall be as permitted, or if modified, as approved by the District. The City shall have unobstructed ingress to and egress from all portions of the SWMS at all reasonable times to maintain said drainage improvements in a manner consistent with its

responsibilities as provided herein. No Tract Owner shall cause or permit any interference with such access and maintenance.

(ii) Unless and until an MSBU is created for such purpose, each Tract Owner which becomes the owner of a Tract shall maintain at its sole cost and expense all portions of the SWMS which are located on such Tract Owner's Tract and which have not been conveyed to the City, and such Tract Owner shall have the right (but not the obligation) to perform enhanced maintenance, if it so desires, of any portions of the SWMS which have been conveyed to the City. No person, entity, nor Tract Owner shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District and Declarant.

(iii) Declarant or the Tract Owners may have constructed drainage swales or berms upon some or all of the Tracts for the purpose of managing and containing the flow of excess surface water, if any, found upon such Tract from time to time. Notwithstanding any provision of this Declaration to the contrary, each Tract Owner shall be responsible for the maintenance, operation and repair of the swales on its Tract in good and workman like order, as applicable, at its sole cost and expense. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale or berm shall be authorized and any damage to any drainage swale or berm, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale or berm returned to its former condition as soon as possible by the Tract Owner(s) of the Tract(s) upon which the drainage swale or berm is located. Should any Tract Owner fail to sufficiently maintain such swale or berm, Declarant or any other Tract Owner approved by Declarant shall have the authority to maintain the same and the cost of such maintenance shall be assessed as an individual assessment against and become a debt of the said Owner and shall become immediately due and payable as provided for in Section 12 below.

(iv) Unless and until an MSBU is created for maintenance, operation and repair, and if necessary, reconstruction or replacement of the SWMS, the City shall have an emergency access easement to and over the SWMS within the Property in the event that inadequate maintenance thereof creates a hazard to the public health, safety, and general welfare. However, this emergency access easement does not impose any obligation, burden, responsibility or liability upon the City to enter upon the SWMS within the Property to take any action to repair or maintain the SWMS unless the same is dedicated to the City and the City assumes the responsibility to take such action or maintenance.

6. **Utilities Easement**. Declarant, as the owner of Property, for itself and its successors and assigns, does hereby declare, establish, and grant, to the Tract Owners, for the benefit of such owners, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Tracts, as an appurtenance to and for the benefit of the Tracts, and each and every portion thereof, a perpetual, non-exclusive access, maintenance and construction easement over the Property (the "**Utilities Easement**") for electricity, water, gas, telephone, fiber optics and cable systems (the "**Utilities Improvements**") through and over the Property to serve each Tract in the

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areas designated on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Utilities Easement Area"**). The Utilities Improvements to be situated within each Tract shall be constructed by the Owner of each Tract, at their sole cost and expense, in a good and workmanlike manner and in accordance with the requirements of all applicable governmental authorities.

7. Grading and Construction Easement. Declarant hereby reserves unto itself a temporary grading and construction easement for the purpose of performing construction, grading, and maintenance work and activities on, across, under and through the Tracts. Notwithstanding the foregoing, Declarant shall not be obligated to perform any construction, grading or maintenance work or activities on the Tracts other than as specifically provided in other Sections of this Agreement.

8. Reimbursement of Construction Costs. Nothing set forth in this Declaration shall impose an obligation on the part of Declarant to construct or install any Project Infrastructure within the Property. Notwithstanding the foregoing, in the event Declarant does install any portion of the Project Infrastructure within the Property, each Tract Owner shall reimburse Declarant for their "Pro-Rata Share" of the costs and expenses associated with the Declarant's construction, whether such construction occurs prior to or after the Effective Date of a Tract Owner taking title to one of the Tracts (or a portion thereof) of Property herein, of any Project Infrastructure within the Property (the "**Shared Costs**") within thirty (30) days following any Declarant's written request of any such request and reasonable supporting documentation evidencing expenditures and allocations for the Shared Costs. Should any Tract Owner fail to pay its Pro-Rata Share (as defined below) of the Shared Costs within thirty (30) days following such Tract Owner's receipt of any such request and reasonable supporting documentation evidencing expenditures and allocations for the Shared Costs, failing which the amount due from any Tract Owners, as applicable, shall bear interest at the rate of ten percent (10.0%) per annum from the due date until paid, and Declarant shall be entitled to record among the Public Records of Brevard County, Florida, a claim of lien against the Tract of such defaulting Tract Owner, as applicable. Such claim of lien shall be effective and have priority as of the date recorded, shall secure all amounts owed by the defaulting Tract Owner, as applicable, to Declarant hereunder (including but not limited to reasonable attorneys' fees and costs incurred in the collection thereof) and may be foreclosed according to law. Each Tract Owner's pro rata share (the "**Pro-Rata Share**") shall be calculated by using the total acreage of such Tract Owner's Tract as the numerator, and by using the total acreage of all Tracts (except for Tracts D-2, D-3, D-4 and L-2) which do not contain retention and detention facilities as the denominator.

9. Signage Plan Approval. Each Tract Owner shall have the right to place one monument sign on their Tract, in accordance with City of Palm Bay requirements. So long as Declarant owns a Tract, Declarant shall have the right to review and approve all monument and building signage plans, in Declarant's reasonable discretion, prior to the submission of such signage plan to the City. Declarant shall have fifteen (15) days from receipt of the signage plan to approve or disapprove of the signage plan, and in the case of disapproval shall provide the reasons for such disapproval in writing to Tract Owner within such fifteen (15) day period. Failure of the Declarant to provide a response to the signage plan submittal shall be deemed Declarant's approval of such signage plan. Upon receipt of written disapproval from the Declarant, Tract Owner shall then correct its signage plan and provide such corrected signage plan to Declarant for approval. Upon final written approval by Declarant, Tract Owner may submit its signage plan to the City.

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10. **Site Plan Approval**. So long as Declarant owns a Tract, Declarant shall have the right to review and approve all site plans for development of an Owner's Tract, in Declarant's reasonable discretion, prior to the submission of such site plan to the City. Such site plans shall include elevations and architectural drawings. Declarant shall have thirty (30) days from receipt of the site plan from Tract Owner to approve or disapprove of the site plan, and in the case of disapproval shall provide the reasons for such disapproval in writing to Tract Owner within such thirty (30) day period. Upon receipt of written disapproval from the Declarant, Tract Owner shall then correct its site plan and provide such corrected site plan to Declarant for approval. Upon final written approval by Declarant, Tract Owner may submit its site plan to the City.

11. **Administrative Charge**. Prior to or simultaneous to the closing of the purchase and sale of each Tract from the Declarant to a purchaser of a Tract hereunder, the purchaser of such Tract shall pay to Declarant a one-time administrative charge, calculated by multiplying the amount of $27,750.00 by the total number of acres (including partial acres) included in the Tract.

12. **Self-Help**.

(a) Upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by another Owner or Declarant (including the breach by an Owner of its duty to maintain and repair any and all components of the Project Infrastructure located on or under such Owner's Tract as required by this Declaration), unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion, Declarant (or an Owner which has obtained the consent of Declarant to undertake a cure hereunder) (the "**Curing Owner**") shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner (the "**Cure Work**"). Upon the Curing Owner's delivery to the defaulting Owner of a request for reimbursement and supporting documentation evidencing the reasonable expenditures incurred in connection with the performance of the Cure Work (the "**Cure Costs**"), the defaulting Owner shall reimburse the Curing Owner for the Cure Costs within thirty (30) days following such defaulting Owner's receipt of such request and supporting documentation. Should the defaulting Owner(s) fail to pay the Cure Costs within the time period set forth above, the respective unpaid amounts shall bear interest at the rate of ten percent (10.0%) per annum from the due date until paid, and Declarant shall be entitled to record among the Public Records of Brevard County, Florida, a claim of lien against the Tract of such defaulting Tract Owner, as applicable. Such claim of lien shall be effective and have priority as of the date recorded, shall secure all amounts owed by the defaulting Tract Owner, as applicable, to Declarant hereunder (including but not limited to reasonable attorneys' fees and costs incurred in the collection thereof) and may be foreclosed according to law. Declarant hereby grants to the Owners, and reserves unto itself a nonexclusive easement and right of ingress and egress in, under, over and across any Tract, as may be reasonably necessary for the purpose of performing the Cure Work.

(b) Prior to any Owner's, and their successors, assigns, employees, contractors, agents and licensees (collectively, the "**Entry Parties**"), entry onto any portion of another Tract for the purpose of performing Cure Work, the applicable non-defaulting owner shall deliver to the defaulting owner a policy of commercial general liability insurance with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate, insuring the

defaulting owner as an additional insured, against injuries or damages to persons or property that may result from or are related to (i) the Entry Parties' entry upon any portion of the applicable Tract, and (ii) any maintenance, repair, replacement or other activities conducted by the Entry Parties thereon, and in such forms and with an insurance company reasonably acceptable to the non-defaulting owner.

13. **Dedication of Project Infrastructure**. [RESERVED]

14. **Prohibited Uses.** Declarant, as an appurtenance to each Tract and for the benefit of each Owner, hereby imposes on the Property the restrictions set forth on **Exhibit "E"** (the "**Prohibited Uses**"). Such Prohibited Uses may be amended from time to time at the sole discretion of the Declarant. Notwithstanding the foregoing, any and all uses on the Property shall be subject to the prior written approval of the Declarant.

15. **Zoning Requirements**. Each Tract Owner shall develop its respective Tract in accordance with all state laws, regulations, ordinances and building codes, including but not limited to the City Zoning Guidelines applicable to such Tract, as amended from time to time, attached hereto as **Exhibit "F"** and incorporated herein by this reference (the "**Zoning Guidelines**").

16. **General Provisions**. The following general provisions shall apply to all of the terms and provisions set forth in this Declaration.

(a) Amendment. Declarant shall have the right to unilaterally amend the Declaration for so long as Declarant is a Tract Owner.

(b) Duration. The easements hereby created, granted and conveyed with respect to each easement area set forth in Sections 2, 3, 4, 5, 6, and 7 shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated, except by instrument in writing executed by Declarant, except as specifically provided herein.

(c) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(d) Dedication or Conveyance of Easement. Declarant reserves the right to dedicate or convey an easement with respect to any of the Project Infrastructure to an applicable governmental authority or utility authority to facilitate the purposes for which any easement(s) herein are being granted. In the event of the occurrence of the dedication or conveyance of such easement(s) by recorded instrument, the applicable easement(s) granted herein shall automatically cease, terminate and be of no further force and effect.

(e) Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Declarant may be, but shall not be required to be, assigned to any person or entity, which owns all or any portion of the Property and which agrees to assume the duties of the Declarant, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject

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to the same obligations and duties as are herein given to and assumed by the Declarant. Further, the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may designate.

(f) Agreement Binding; Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Tract Owners and their respective assigns and successors-in-interest and/or title. In the event that a Tract Owner hereafter assigns or conveys its interest in such owner's Tract or any portion thereof, the assignee or successor shall be bound by the provisions of this Declaration to the same extent as the Tract Owner.

(g) Indemnification. Each Tract Owner agrees to indemnify, save, pay, defend and hold the Declarant, their partners, officers, directors, shareholders, affiliates, members and employees, harmless from and against any and all claims, loss, damage or expense, including reasonable attorneys' fees and costs, incurred as a result of or arising out of the activities of the indemnifying party, its agents, contractors, licensees, employees, licensees and invitees with respect to the matters which are the subject of this Declaration.

(h) Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or transmitted electronically (e.g., by e-mail) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and delivered to the Tract Owners at the address specified on the records of the Brevard County Property Appraiser for such owner's Tract, or at such other address as the receiving Tract Owner may have specified in writing to the other Tract Owners.

(i) Estoppel Certificates. The Declarant and each of the Tract Owners shall, without charge, deliver to any requesting Tract Owner, within fifteen (15) days after receipt of written request therefor, a written instrument duly executed and acknowledged, certifying, to the best of such Tract Owner's knowledge, (i) whether or not any Tract Owner has observed and performed all of the terms and conditions required to be performed and observed under this Declaration, and if not, specifying the details of noncompliance; and (ii) the amounts, if any, which the certifying Tract Owner has expended pursuant to the terms of this Declaration, for which a claim for reimbursement has been made or will be made to another Tract Owner. Failure to deliver such certificate within such time period shall be conclusive evidence against the Tract Owner from whom the certificate was requested that, to the best of such Tract Owner's knowledge, all terms and conditions have been performed and observed, and that no amounts are owed to the Tract Owner failing to deliver the certificate.

(j) No Joint Venture, Partnership or Common Development. None of the terms or provisions of this Declaration shall be deemed to create a partnership between the Tract Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers, partners or members of any joint enterprise.

(k) Captions and Applicable Law. The paragraph and subparagraph captions included herein are for reference only and should not be used in construing any of the terms hereof.

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This Declaration shall be governed, enforced and construed in accordance with the laws of the State of Florida.

(l) Legal Proceedings. In the event that any person or entity who or which is either a party to this Declaration or is bound by its terms (whether as an assignee, successor-in-interest or a successor-in-title) institutes legal proceedings against any other person or entity who or which is bound by this Declaration either by virtue of being a party hereto or by virtue of being bound hereby (whether as an assignee, successor-in-interest or successor-in-title) to enforce any term of this Declaration, the person or entity prevailing in said legal proceedings shall be entitled to recover reasonable attorney's and paralegals' fees (including those incurred on appeal and/or in bankruptcy) and court costs incurred incidental thereto from the party not prevailing in said legal proceedings.

(m) Enforcement and Remedies. If any party hereto, or any of its respective successors and assigns, shall violate or attempt to violate any of the provisions of this Declaration, in addition to the other remedies set forth herein, it shall be lawful for any party benefited by such provisions (i) to prosecute proceedings for the recovery of damages against the party violating or attempting to violate the same, or (ii) to maintain a proceeding in any court of competent jurisdiction for declaratory relief, specific performance and/or mandatory and/or injunctive relief for the purpose of compelling performance of the provisions of this Declaration and/or preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter permitted at law or in equity. The failure to enforce any terms or provisions of this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach of violation occurring prior to or subsequent thereto.

(n) Time. Time is of the essence in connection with this Declaration and each provision hereof.

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IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration on the date below first written.

Signed, sealed and delivered in the presence of:

_____

_____
Print Name

_____

_____
Print Name

"**DECLARANT**"

KIMAYA, LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

Date of Execution:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, as _____of **KIMAYA, LLC**, a Delaware limited liability company, on behalf of the company. Said person (check one) □ is personally known to me or □ produced _____ as identification.

_____
Notary Stamp
Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

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JOINDER OF MORTGAGEE

The undersigned, **CYPRESS BAY FARMS, LLC**, a Florida limited liability company, as lender under that certain Mortgage and Security Agreement executed by **KIMAYA, LLC**, a Delaware limited liability company in favor of **CYPRESS BAY FARMS, LLC**, a Florida limited liability company, recorded January 12, 2023 in Official Records Book 9695, Page 1757, Public Records of Brevard County, Florida, ("Mortgagee"), hereby consents to and subordinates to the foregoing Declaration of Easements – Waterstone (East).

Signed, sealed and delivered in the presence of:

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

CYPRESS BAY FARMS, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2023, by _____, as _____ of **CYPRESS BAY FARMS, LLC**, a Florida limited liability company, on behalf thereof. He/She [__] is personally known to me or [__] has produced _____ as identification.

(NOTARY SEAL)

_____
NOTARY SIGNATURE

_____
PRINTED NOTARY NAME

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of the real property set forth on that certain plat of Palm Bay Pointe East, as recorded in Book ____, Page ____, Public Records of Brevard County, Florida

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EXHIBIT "B"

PLAT

[final plat to be inserted once approved by the City and recorded in the public records]

DRAFT

EXHIBIT "C"

SANITARY SEWER AREA

[to be inserted upon approval of final engineering and sanitary sewer plans]

DRAFT

EXHIBIT "D"

UTILITIES EASEMENT AREA

[to be inserted upon City's approval of final engineering and utility plans]

DRAFT

EXHIBIT "E"
Prohibited Uses

1. Any psychic, fortune teller, card reader or similar establishment; or any so-called "strip-club" or "gentlemen's club" or other similar operation.

2. Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets).

3. Any adult bookstore, pornography shop or other facility specializing in or exhibiting pornographic material (defined as stores with ten percent (10%) or more of their inventory that is not available for sale or rental to children under sixteen (16) years of age where such inventory explicitly deals with or depicts human sexuality).

4. A mobile home park, trailer court, labor camp or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance).

5. A bowling alley.

6. A mortuary.

7. A flea market.

8. A land fill or garbage dump.

9. A used car lot.

10. Any use which emits noxious, toxic or corrosive fumes, chemicals, gases and/or smells.

11. Marijuana dispensary or a so called "vape store"

DRAFT

EXHIBIT "F"
Zoning Guidelines

1. MINIMUM LOT AREA: 15,000 SF
2. MINIMUM LOT WIDTH: 40 FEET

3. MINIMUM LOT DEPTH: 120 FEET

4. MAXIMUM BUILDING COVERAGE: 60%

5. MAXIMUM HEIGHT: 60 FEET

   ADDITIONAL BUILDING HEIGHT MAY BE PERMITTED, SUBJECT TO THE FOLLOWING PROVISIONS:

   A. PROVIDING PUBLIC A SPACE OR PUBLIC AMENITY TOTALING 10% OF THE SITE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   B. PROVIDING UNDERSTORY PARKING TO REDUCE REQUIRED SURFACE PARKING, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   C. PROVIDE A MIXTURE OF USES, SUCH AS RESTAURANT WITH RESIDENTIAL USES ABOVE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   D. PROVIDING SHARED STORMWATER OR SHARED PARKING WITH NEIGHBORING PROPERTIES, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT. UPON APPROVAL BY THE CITY, THE SHARED AMENITY SHALL BE RECORDED AS AN EASEMENT OR AGREEMENT, IN THE PUBLIC RECORDS OF BREVARD COUNTY.

6. MINIMUM FLOOR AREA (COMMERCIAL): 300 SF

7. REMOVED

8. BUILDING SETBACK (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 15 FOOT MINIMUM
   B. SIDE INTERIOR: 15 FOOT MINIMUM
   C. SIDE CORNER: 15 FOOT MINIMUM
   D. REAR: 15 FOOT MINIMUM
   E. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET

9. LANDSCAPE BUFFER/PARKING SETBACK REQUIREMENTS (I.E. DISTANCE FROM PROPERTY BOUNDARY):

DRAFT

A. FRONT: 10 FOOT MINIMUM
B. SIDE INTERIOR: 5 FOOT MINIMUM
C. SIDE CORNER: 10 FOOT MINIMUM
D. REAR: 10 FOOT MINIMUM
E. NOTWITHSTANDING, IF A SHARED DRIVE AISLE OR SHARED DRIVEWAY EXISTS ALONG A PROPERTY BOUNDARY BETWEEN TWO PARCELS, THEN IN SUCH CASE, NO SIDE SETBACK SHALL BE REQUIRED.
F. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.

10. PARKING - MINIMUM PARKING REQUIREMENTS SHALL MEET CITY CODE REQUIREMENTS OR BE ESTABLISHED BY A PARKING ANALYSIS AND/OR PARKING STUDY ON A PROJECT-BY-PROJECT BASIS.

11. ARCHITECTURAL STANDARDS SHALL BE PER PALM BAY CITY CODE SECTION 185.184, ARCHITECTURAL STYLE REQUIREMENTS.

DRAFT

First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6124
Phone: (727)549-3200
Fax: (866)265-4386

PROPERTY INFORMATION REPORT FOR THE FILING
OF A SUBDIVISION PLAT IN
BREVARD County, Florida

FATIC File No.: 110071055

A search of the Public Records of BREVARD County, Florida, through July 30, 2023 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of PALM BAY POINTE EAST (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated January 11, 2023 and recorded January 12, 2023 in Official Records Book 9695, Page 1747, Public Records of BREVARD County, Florida.

B. The record title holder is KIMAYA, LLC, a Delaware limited liability company .

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of PALM BAY POINTE EAST .

D. Unsatisfied mortgages or liens encumbering said property are as follows:

1. Mortgage and Security Agreement from KIMAYA, LLC, a Delaware limited liability company to Cypress Bay Farms, LLC, a Florida limited liability company recorded January 12, 2023 in Official Records Book 9695, Page 1757, Public Records of Brevard County, Florida.

E. Underlying rights of way, easements or plats affecting said property are as follows:

1. Right-Of-Way Agreement for easement granted to Florida Power & Light Company recorded April 8, 1958 in Official Records Book 93, Page 634 as affected by Supplement to Right-of-Way Agreement recorded May 18, 1961 in Official Records Book 384, Page 21 and Subordination of Utility Interests and Agreement for Reimbursement for Additional Facility Relocation by and between the City of Palm Bay and Florida Power & Light Company recorded April 18, 2016 in Official Records Book 7594, Page 723, Public Records of Brevard County, Florida.

2. Right-Of-Way Agreement for easement granted to Florida Power & Light Company recorded April 8, 1958 in Official Records Book 93, Page 642, Public Records of Brevard County, Florida.

3.Terms and conditions for Drainage Easement by and between Cypress Bay Farms, LLC, a Florida limited liability company and the City of Palm Bay recorded January 20, 2016 in Official Records Book 7533, Page 233, as affected by First Amendment to Drainage Easement recorded March 28, 2016 in Official Records Book 7578, Page 943 and Second Amendment and Restatement of Drainage Easement recorded August 19, 2019 in Official Records Book 8517, Page 560 and Revised Stormwater Facility and Drainage Easement No. 4 recorded October 8, 2020 in Official Records Book 8880, Page 871, Public Records of Brevard County, Florida.

4. Stormwater Facility and Access Easement South of Pond 2 by and between Cypress Bay Farms LLC, a

Florida limited liability company and the City of Palm Bay recorded October 8, 2020 in Official Records Book 8880, Page 861, Public Records of Brevard County, Florida.

5. Utilities and Drainage Easement Agreement recorded January 12, 2023 in Official Records Book 9695, Page 1773, Public Records of Brevard County, Florida.

6. Stormwater Drainage Easement in favor of Kimaya, LLC, a Delaware limited liability company recorded January 26, 2023 in Official Records Book 9704, Page 2005, Public Records of Brevard County, Florida.

F. Other information regarding said property includes:

1. Terms and conditions for Resolution by Board of Supervisors of San Sebastian Drainage District recorded March 14, 2006 in Official Records Book 5616, Page 7231 and New Boundary for San Sebastian Drainage District recorded March 14, 2006 in Official Records Book 5616, Page 7224, Public Records of Brevard County, Florida.

2. Plan of Reclamation of San Sebastian Drainage District recorded March 14, 2006 in Official Records Book 5616, Page 7319, Public Records of Brevard County, Florida.

3. Transportation Impact Fee Application-For-Credit Agreement by and between the City of Palm Bay, Florida and Cypress Bay Farms, LLC, a Florida limited liability company, its successors and assigns recorded February 18, 2016 in Official Records Book 7552, Page 193, Public Records of Brevard County, Florida.

4. Terms and conditions for City of Palm Bay-Brevard County Joint Planning Interlocal Agreement recorded August 15, 2019 in Official Records Book 8514, Page 1709 as affected by Interlocal Agreement for St. Johns Heritage Parkway Intersection and Babcock Street recorded April 30, 2020 in Official Records Book 8730, Page 998, and Second Amendment to Interlocal Agreement Regarding St Johns Heritage Parkway Intersection and Babcock Street recorded July 26, 2022 in Official Records Book 9568, Page 2659, Public Records of Brevard County, Florida.

5. Declaration of Restrictive Covenants (Cypress Bay) recorded January 12, 2023 in Official Records Book 9695, Page 2386, Public Records of Brevard County, Florida.

G. 2022 Ad valorem taxes on said property are paid for Tax Parcel I. D. Number 3000210, 3000212 and 3009330 (contains more land).

PROPERTY INFORMATION REPORT FOR THE FILING OF A SUBDIVISION PLAT IN BREVARD County, Florida

This property information report is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the County Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

By:_____

Authorized Signatory

Exhibit "A"

DESCRIPTION: PALM BAY POINTE EAST

A PARCEL OF LAND BEING A PORTION OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING A PORTION OF LOTS 12 THROUGH 21, CAPE KENNEDY GROVES, UNIT 9, AS RECORDED IN PLAT BOOK 21, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT L-3, CYPRESS BAY PRESERVE PHASE 1, AS RECORDED IN PLAT BOOK 68, PAGES 59 THROUGH 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 49° 32' 50" E ALONG THE SOUTHERLY LINE OF TRACT L-3 AND TRACT D-1 OF SAID CYPRESS BAY PRESERVE PHASE 1 FOR A DISTANCE OF 314.80 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT D-1; THENCE RUN THE FOLLOWING 6 COURSES, CURVES AND DISTANCES ALONG THE SOUTHERLY LINES OF TRACTS D-1, ROW-1 AND TRACT D-10 OF SAID CYPRESS BAY PRESERVE PHASE 1; (1) THENCE RUN S 89° 35' 01" E FOR A DISTANCE OF 610.32 FEET; (2) THENCE RUN S 00° 24' 59" W FOR A DISTANCE OF 369.20 FEET; (3) THENCE RUN S 89° 35' 01" E FOR A DISTANCE OF 53.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 3298.00 FEET, AND WHOSE CHORD BEARS S 81° 42' 29" E FOR A DISTANCE OF 903.78 FEET; (4) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 45' 03", FOR A DISTANCE OF 906.63 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; (5) THENCE RUN S 28° 36' 44" E FOR A DISTANCE OF 70.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 3248.00 FEET, AND WHOSE CHORD BEARS S 68° 48' 55" E FOR A DISTANCE OF 468.45 FEET; (6) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 16' 15", FOR A DISTANCE OF 468.86 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, ALSO BEING A POINT ON THE WESTERLY LINE OF TRACT D-11 OF SAID CYPRESS BAY PRESERVE PHASE 1; THENCE RUN THE FOLLOWING (5) COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID TRACT D-11; (1) THENCE RUN S 24° 59' 56" W FOR A DISTANCE OF 54.57 FEET; (2) THENCE RUN S 65° 00' 04" E FOR A DISTANCE OF 115.01 FEET; (3) THENCE RUN S 06° 46' 38" E FOR A DISTANCE OF 57.93 FEET; (4) THENCE RUN S 42° 10' 32" W FOR A DISTANCE OF 101.13 FEET; (5) THENCE RUN S 27° 12' 29" W FOR A DISTANCE OF 52.46 FEET TO THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2998.00 FEET, AND WHOSE CHORD BEARS S 61° 05' 49" E FOR A DISTANCE OF 144.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE SAID CURVE AND NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02° 46' 02", FOR A DISTANCE OF 144.80 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 59° 42' 48" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 192.83 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1261.87 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1231.62 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CAPE KENNEDY GROVE UNIT 9; THENCE RUN S 00° 43' 35" E FOR A DISTANCE OF 50.01 FEET; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 71.15 FEET; THENCE RUN S 00° 30' 13" E FOR A DISTANCE OF 307.00 FEET; THENCE RUN S 89° 29' 47" W FOR A DISTANCE OF 292.37 FEET; THENCE RUN N 00° 30' 23" W FOR A DISTANCE OF 233.53 FEET; THENCE RUN N 49° 27' 29" W FOR A DISTANCE OF 119.96 FEET; THENCE RUN N 89° 43' 11" W FOR A DISTANCE OF 123.22 FEET; THENCE RUN N 00° 10' 05" W FOR A DISTANCE OF 50.02 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 554.45 FEET TO A POINT LYING 40.00 FEET EAST, AS MEASURED BY PERPENDICULAR, OF THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E PARALLEL WITH SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 498.02 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE RUN S 89° 42' 39" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1272.47 FEET TO THE SOUTHWESTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 384 PAGE 21 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 36° 36' 17" W ALONG SAID SOUTHWESTERLY LINE FOR A DISTANCE OF 389.43 FEET; THENCE RUN N 53° 23' 43" E FOR A DISTANCE OF 110.00 FEET TO THE

NORTHEASTERLY LINE OF SAID 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE N 36° 36' 17" W ALONG SAID NORTHEASTERLY LINE FOR A DISTANCE OF 109.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

TRACT PA-2, CYPRESS BAY PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 59 THROUGH 66, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RIGHT OF WAY FOR ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH Owner's real property right, title and interest in that certain Reciprocal Easement Agreement recorded August 30, 2019 in Official Records Book 8527, Page 2517, Public Records of Brevard County, Florida affected by Amendment and Partial Termination to Reciprocal Easement Agreement recorded April 19, 2022 in Official Records Book 9479, Page 1997, Public Records of Brevard County, Florida.

Project Details: PD23-00007

Project Type: **Subdivisions & Plats Planned Development Preliminary Development Plan**

Project Location:	**Palm Bay, FL**
Milestone:	**Under Review**
Created:	**8/15/2023**
Description:	**Palm Bay Pointe East**
Assigned Planner:	**Tania Ramos**

Contacts

Contact	Information
Surveyor	Harry Bleasdale 390 Poinciana Dr Melbourne, FL 32935 (321) 254-8133 harry@horizonsurveyors.com
Engineer	Jake Wise 2651 W Eau Gallie Blvd; Suite A Melbourne, FL 32935 (321) 610-1760 jwise@cegengineering.com
Developer	Vishaal Gupta- Kimaya, LLC 5200 Vineland Road Orlando, FL 32811 (407) 619-1096 jgorovitz@gmail.com
Owner/Applicant	Vishaal Gupta, KIMAYA LLC 5200 VINELAND RD, STE 200 ORLANDO, FL 32811 (407) 619-1096 jgorovitz@gmail.com
Legal Representative	Jake Wise 2651 W Eau Gallie Blvd; Suite A Melbourne, FL 32935 (321) 610-1760 jwise@cegengineering.com
Submitter	Jake Wise 2651 W Eau Gallie Blvd; Suite A Melbourne, FL 32935 jwise@cegengineering.com
Assigned Planner	Tania Ramos FL tania.ramos@palmbayflorida.org

Project Details: PD23-00007

Fields	
Field Label	Value
Block	500
Lot	
Township Range Section	30-37-03
Subdivision	00
Year Built	
Use Code	6100
Use Code Desc	GRAZING LAND - SOIL CAPABILITY CLASS II - VACANT
LotSize	
Building SqFt	
Homestead Exemption	
Taxable Value Exemption	
Assessed Value	
Market Value	
Land Value	
Tax ID	3000210
Flu Description	Commercial
Flu Code	COM
Zoning Description	Planned Unit Development
Zoning Code	PUD
Proposed Development Name	Palm Bay Pointe West
Size of Area Covered (acres)	
Preliminary Development Type	PUD
Total Lots Proposed by Use	19
Is Submitter the Representative?	False
Tax Account Numbers	3000210; 3000211; 3000212; 3009330
Parcel Number	30-37-03-00-500; 30-37-03-00-501; 30-37-03-00-752, 30-37-10-25-*13

Project Details: PD23-00007

Resolution Date	
Resolution Status	
Resolution Number	

August 11, 2023

Re: Letter of Authorization

As the property owner of the site legally described as:

BCPA Parcel ID 30-37- 03-00-500; 30-37-03-00-501; 30-37-03-00-752 & 30-37-10-25-*-13

I, Owner Name: Vishaal Gupta of Kimaya, LLC

Address: 5200 Vineland Road; Suite 200; Orlando, FL 32811

Telephone: 407-529-3000

Email: Suresh@parksquare.com

hereby authorize:

Representative: Jake Wise, PE- Construction Engineering Group, LLC

Address: 2651 W Eau Gallie Blvd, Suite A; Melbourne, FL 32935

Telephone: 321-610- 1760

Email: jwise@cegengineering.com

to represent the request(s) for:

any and all submittals related to PDP submittal

Vishaal Gupta
(Property Owner Signature)

STATE OF Florida

COUNTY OF orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of August, 2023 by vishaal Gupta, property owner.

Mariana Morell
Notary Public
State of Florida
Comm# HH111077
Expires 3/29/2025

Mariana Morell
mariana Morell, Notary Public

☑ Personally Known or ☐ Produced the Following Type of Identification:

Acknowledgement Log

Header:
Legal Acknowledgement
Text:
I, the submitter, understand that this application must be complete and accurate before consideration by the City of Palm Bay and certify that all the answers to the questions in said application, and all data and matter attached to and made part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Accepted By:
Jake Wise
On:
8/15/2023 11:50:54 AM

PD23-00007

Select Language ▼

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Ad Preview

AD# 9648315 12/21/2023

CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Planning and Zoning Board/Local Planning Agency on January 3, 2024, and by the City Council on January 18, 2024, both to be held at 6:00 p.m., in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, for the purpose of considering the following case(s):

1. ****FS23-00011 - Paul Daly and Don Ballew (reps. Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / Aaron Struckmeyer, Pulte Home Company, LLC / Chris Ossa, P.E. and Kinan Husainy, P.E., Kimley Horn & Associates, Inc.)**

A Final Subdivision Plat to allow for a proposed 202-unit townhome development to be known as Lipscomb Street Townhomes.

Tracts 6 and 5 of Palm Bay Colony Section 3 and Tracts 4 and 3 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. Located east of and adjacent to Lipscomb Street NE; in the vicinity west of Robert J. Conlan Boulevard NE

2. ****PD23-00008 - James Garbarsky, Palm Bay Development Group, LLC (Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / James P. McKnight, Reps.)**

A Preliminary Development Plan for a proposed PUD to allow for a mixed-use subdivision containing a 100-room hotel and 294 multi-family units to be known as Palm Bay Suites & Residences.

Tracts 1 and 8 of Palm Bay Colony Section 4 and Tracts 1 and 2 of Palm Bay Colony Section 1, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 26.5 acres. Located west of and adjacent to Robert J. Conlan Boulevard NE

3. ****PD23-00005 - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.)**

A Preliminary Development Plan for a proposed PUD to allow for a commercial and multi-family subdivision to be known as Palm Bay Pointe West.

Tax Parcels 1, 500, 4, 750, 751, and 5, along with Tracts SM-2 and OS1 of Waterstone Plat One P.U.D., all in Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 84.75 acres. Located west of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway

4. ****PD23-00007 - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.)**

A Preliminary Development Plan for a proposed PUD to allow for a commercial subdivision to be known as Palm Bay Pointe East.

Portions of Lots 12 through 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with portions of Tracts 500, 501, and 752, Section 3, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. Johns Heritage Parkway SE

5. **T23-00030 – City of Palm Bay (Growth Management Department)**

A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.042, 185.043, 185.044, 185.045, and 185.054 to permit fitness centers and other indoor and outdoor health, recreational, and similar facilities for exercise, sports, and other physical activities within the Neighborhood Commercial (NC), Community Commercial (CC), Highway Commercial (HC), Light Industrial (LI), and General Commercial (GC) zoning districts.

**Indicates quasi-judicial request(s).

If an individual decides to appeal any decision made by the Planning and Zoning Board/Local Planning Agency or the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Please contact the Palm Bay Land Development Division at (321) 733-3041 should you have any questions regarding the referenced cases.

Chandra Powell
Planning Specialist

December 21, 2023

Jeremy Gorovitz
Kimaya Real Estate
5200 Vineland Road, Suite 200
Orlando, FL 32811

Good evening,

On the January 3, 2024, P&Z Board Agenda you will see five requests regarding the Palm Bay Pointe mixed-use project:

- Palm Bay Pointe East: A Preliminary Development Plan and a Final Development Plan (two applications)
- Palm Bay Pointe West: A Preliminary Development Plan, a Final Development Plan, and a Minor Comprehensive Land Use Amendment (three applications)

The project is very similar in nature to the project that was before you September 6, 2022, which received unanimous recommendation of approval by the Planning & Zoning Board. This updated version of the project has more commercial land compared to the proposal you last saw in September 2022.

Jim McKnight, our planner, and I are available at any time should you have any questions or comments regarding these requests. I am sure when you review the staff reports, you will be familiar with the applications, but we wanted to be sure you knew that we are available should you like to discuss with us or directly with the developer applicant. Please don't hesitate to reach me at (407) 619-1096 or Jim at (321) 698-1317.

Thank you for your time and consideration. Wishing you a very happy holiday and happy new year!

Thank you,

Jeremy Gorovitz

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Tania Ramos, Senior Planner

DATE: January 3, 2024

SUBJECT: **FD23-00010 - REQUEST TO CONTINUE TO 02/07 P&Z - Palm Bay Pointe East - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Final Development Plan for a proposed PUD to allow for a commercial subdivision to be known as Palm Bay Pointe East. Portions of Lots 12 through 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with portions of Tracts 500, 501, and 752, Section 3, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. Johns Heritage Parkway SE

A request to continue Case FD23-00010 to the February 7, 2024 Planning and Zoning Board Meeting.

Board Action is required to continue the case.

City Council will hear the request on March 7, 2024.

**Quasi-Judicial Proceeding.

ATTACHMENTS:

Description

- FD23-00010 Staff Report
- FD23-00010 Final Development Plan
- FD23-00010 Survey
- FD23-00010 Traffic Memo
- FD23-00010 Citizen Participation Plan & Report
- FD23-00010 Narrative
- FD23-00010 Development Schedule
- FD23-00010 Declaration of Covenants
- FD23-00010 Title Opinion
- FD23-00010 Application
- FD23-00010 Letter of Authorization
- FD23-00010 Legal Acknowledgement
- FD23-00010 Legal Ad
- FD23-00010 Correspondence

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

Prepared by
Tania Ramos, Senior Planner

CASE NUMBER	**PLANNING & ZONING BOARD HEARING DATE**
FD23-00010	January 3, 2024

PROPERTY OWNER & APPLICANT	**PROPERTY LOCATION/ADDRESS**
Kimaya, LLC. (Jake Wise, P.E., Construction Engineering Group, LLC., Rep.)	A portion of Lots 12 - 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with a portion of Tracts 500, 501, 504, and 752, Section 03, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway; Tax Accounts 3000210, 3000211, 3000212, 3009330, 3029897.

SUMMARY OF REQUEST	A **Final Development Plan** approval for a commercial subdivision to be called Palm Bay Pointe East.
Existing Zoning	PUD, Planned Unit Development
Existing Land Use	COM, Commercial
Site Improvements	Undeveloped land
Site Acreage	Approximately 42.95 acres

SURROUNDING ZONING & USE OF LAND

North	PUD, Planned Unit Development – Single-Family Residences
East	PUD, Planned Unit Development – Single-Family Residences
South	PUD, Planned Unit Development (Palm Bay), GU, General Use (Brevard County) and AU, Agricultural Residential (Brevard County) – Undeveloped land
West	PUD, Planned Unit Development – Undeveloped land

COMPREHENSIVE PLAN COMPATIBILITY	Yes, the proposed project location currently has a Future Land Use designation of Commercial.

BACKGROUND:

The subject property is comprised of five parcels located east of and adjacent to Babcock Street SE, along the north and south sides of St. John's Heritage Parkway containing approximately 42.95 acres. The property was designated as commercial in the Cypress Bay Master Plan. The applicant is now seeking Final Development Plan (FDP) approval for a commercial subdivision to be called Palm Bay Pointe East.

ANALYSIS:

The planned unit development (PUD) is a concept which encourages variation in residential developments by allowing deviation in lot size, type of dwellings, density, lot coverage, setbacks, and open space, from those elements required in any singular zoning classification. The purpose of a planned unit development is to encourage the development of planned residential neighborhoods and communities that provide a full range of residence types, as well as commercial uses designed to serve the inhabitants of the proposed community.

Palm Bay Pointe East consists of approximately 42.95 acres designated as commercial within the Cypress Bay Preserve Master Plan. Substantial infrastructure has already been constructed to serve the project including master stormwater retention (ponds, structures, and piping), offsite roadway improvements (curb cuts, median cuts, and turn lanes), water and wastewater infrastructure, and a substantial amount of earthwork and grading.

Cypress Bay Preserve appears substantially the same today as it was within the original master plan. Under Ordinance 2022-104, a future land use amendment was approved to designate an additional 6.49 acres of land within Palm Bay Pointe East as commercial. This change provides the opportunity for the existing stormwater ponds to be relocated in the future, creating additional developable commercial frontage along St. Johns Heritage Parkway.

Palm Bay Pointe East already has a PUD zoning classification with the Commercial future land use designation, so the Planning and Zoning Board Factors of Analysis were not applicable. The proposed FDP is necessary to establish development standards and delineate commercial lots for platting so end-users may begin submitting for site plan approval and building permits. A mix of neighborhood commercial uses is anticipated.

CONDITIONS:

In order to receive Final Planned Unit Development approval, the proposal must meet the requirements of Section 185.067 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being submitted prior to building permit approval:

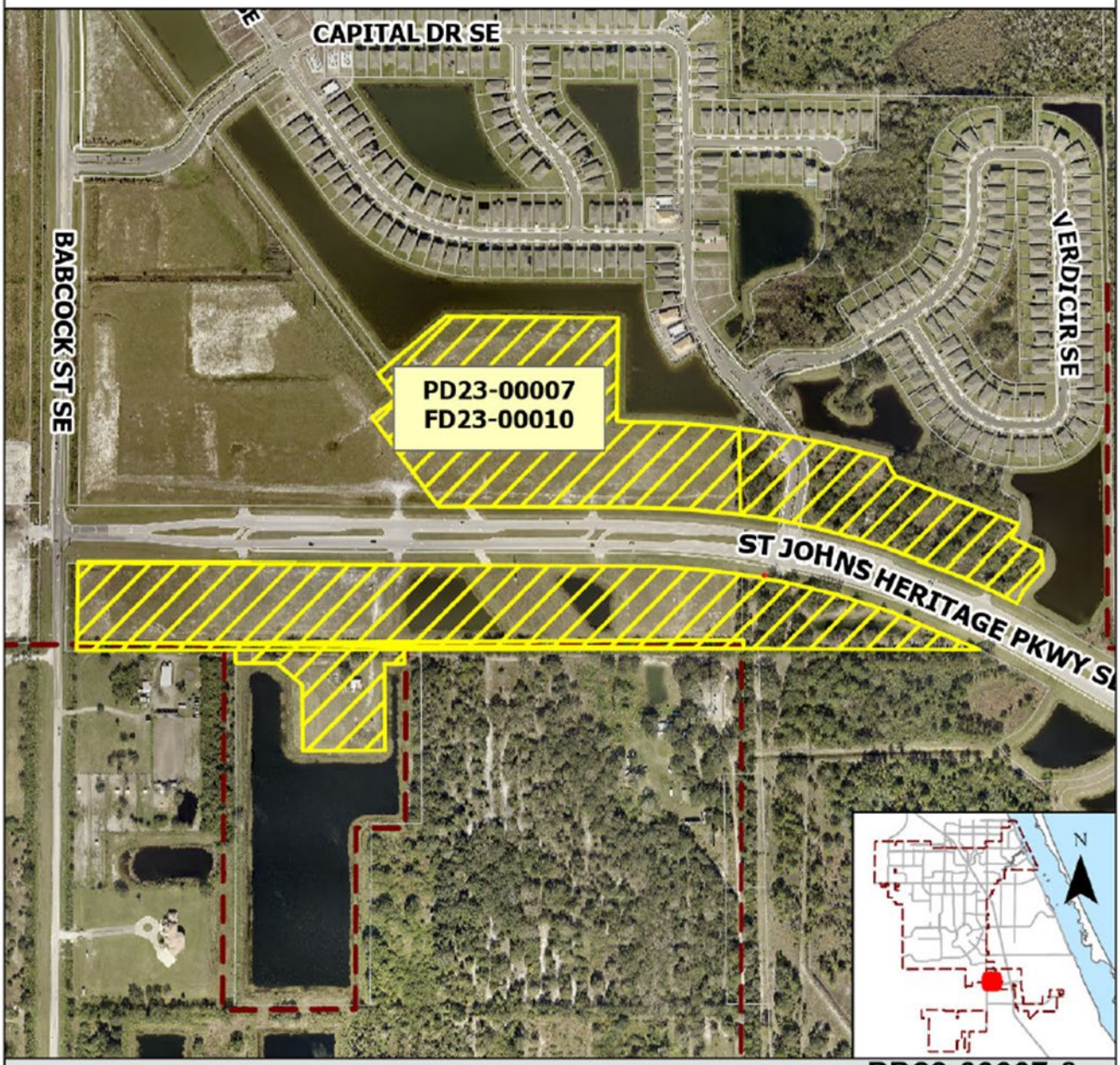
- Fully engineered construction drawings.

STAFF RECOMMENDATION:

Case FD23-00010 meets the minimum criteria of a Final Development Plan amendment request and is recommended for approval.

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



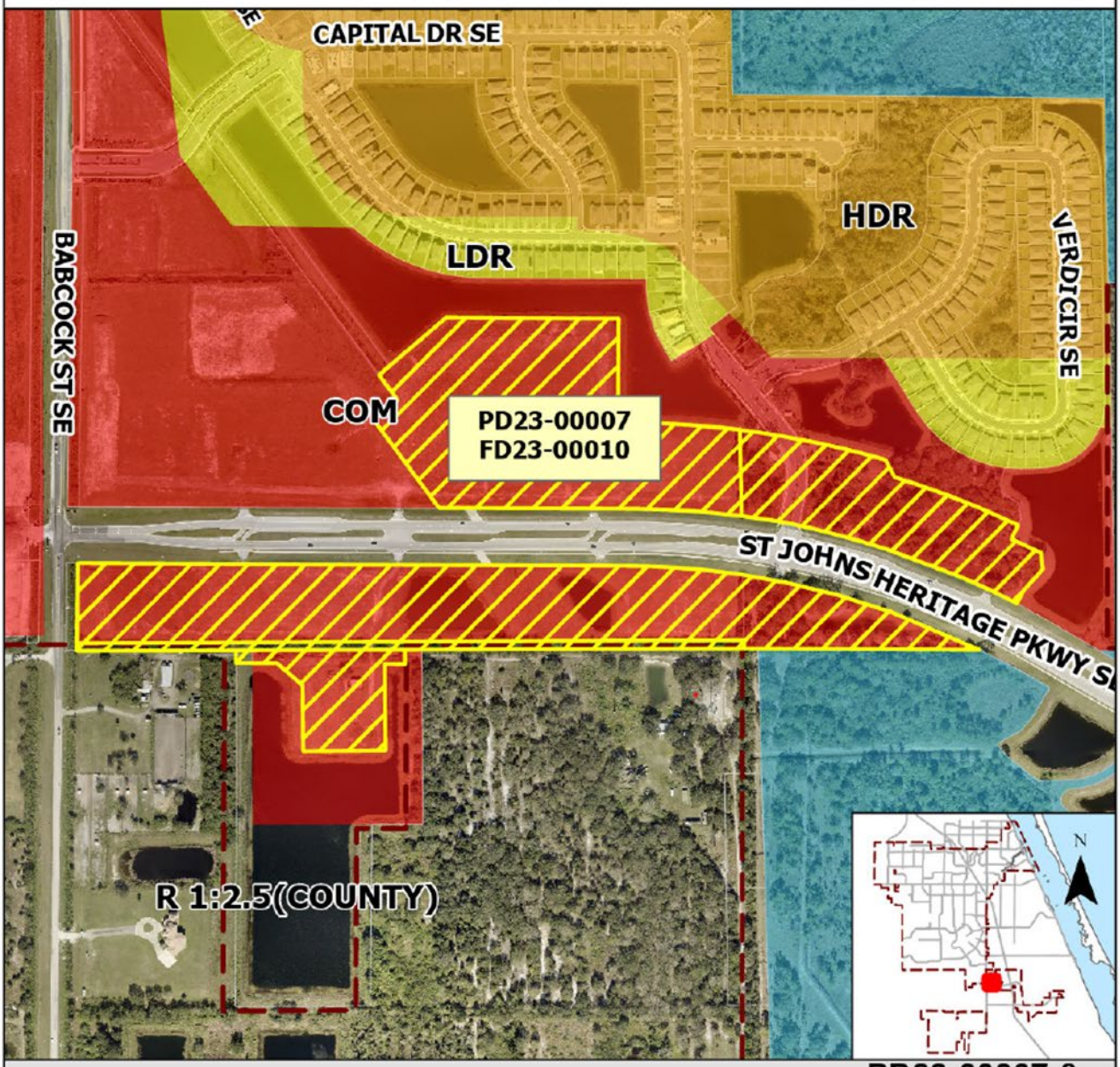
AERIAL LOCATION MAP **CASE: PD23-00007 & FD23-00010**

Subject Property

North and south of St Johns Heritage Parkway SE, in the vicinity east of the intersection of Babcock Street SE and St Johns Heritage Parkway SE

The City of Palm Bay Florida

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



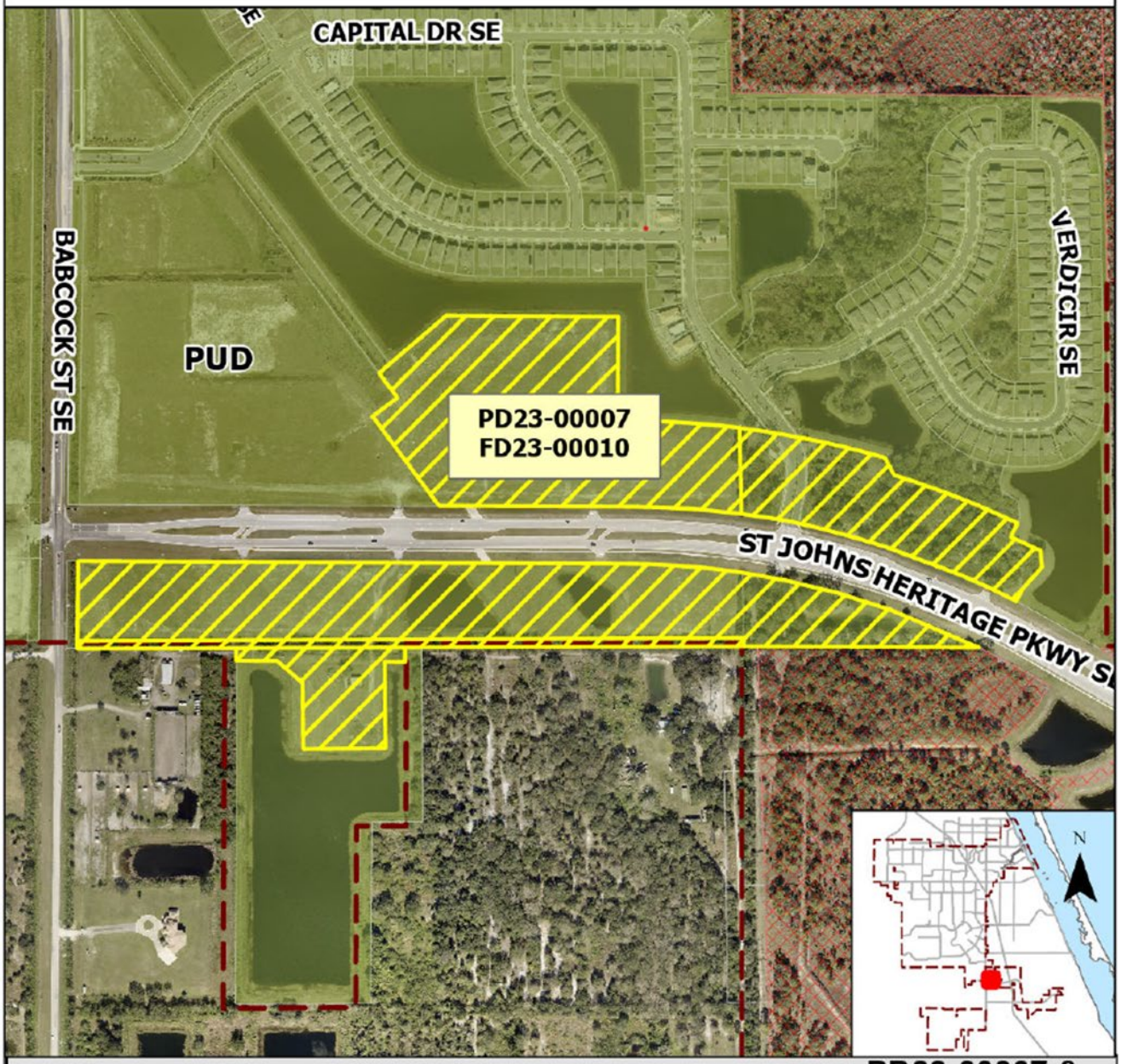
FUTURE LAND USE MAP **CASE: PD23-00007 & FD23-00010**

Subject Property
North and south of St Johns Heritage Parkway SE, in the vicinity east of the intersection of Babcock Street SE and St Johns Heritage Parkway SE

Future Land Use Classification
COM – Commercial

The City of Palm Bay Florida

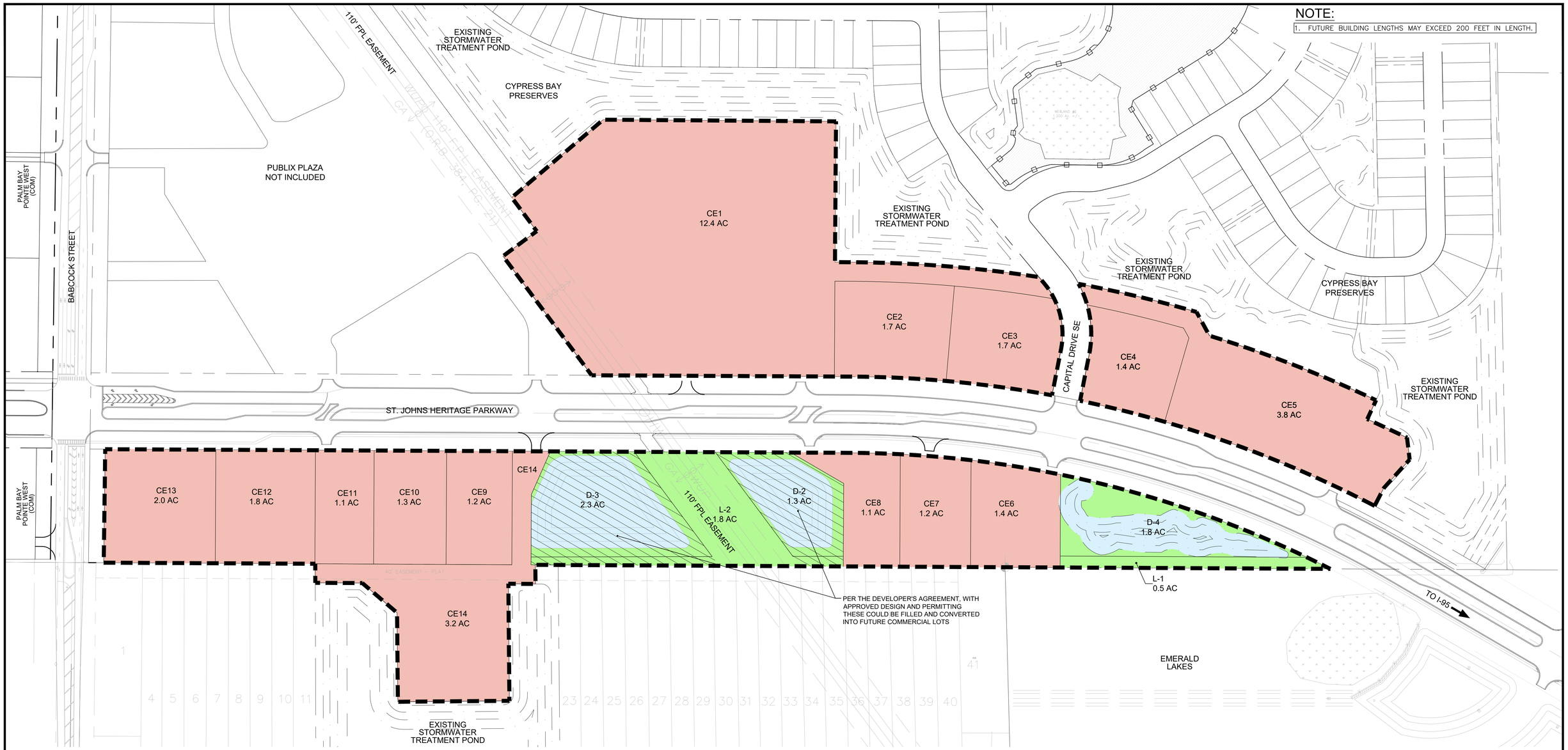
Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP **CASE: PD23-00007 & FD23-00010**

Subject Property
North and south of St Johns Heritage Parkway SE, in the vicinity east of the intersection of Babcock Street SE and St Johns Heritage Parkway SE

Current Zoning Classification
PUD - Planned Unit Development



PALM BAY POINTE EAST
FINAL DEVELOPMENT PLAN

1"=120'

PROPOSED ZONING GUIDELINES:

1. MINIMUM LOT AREA: 15,000 SF
2. MINIMUM LOT WIDTH: 40 FEET
3. MINIMUM LOT DEPTH: 120 FEET
4. MAXIMUM BUILDING COVERAGE: 60%
5. MAXIMUM HEIGHT: 60 FEET
   ADDITIONAL BUILDING HEIGHT MAY BE PERMITTED, SUBJECT TO THE FOLLOWING PROVISIONS:
   A. PROVIDING PUBLIC A SPACE OR PUBLIC AMENITY TOTALING 10% OF THE SITE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   B. PROVIDING UNDERSTORY PARKING TO REDUCE REQUIRED SURFACE PARKING, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   C. PROVIDE A MIXTURE OF USES, SUCH AS RESTAURANT WITH RESIDENTIAL USES ABOVE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   D. PROVIDING SHARED STORMWATER OR SHARED PARKING WITH NEIGHBORING PROPERTIES, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT. UPON APPROVAL BY THE CITY, THE SHARED AMENITY SHALL BE RECORDED AS AN EASEMENT OR AGREEMENT, IN THE PUBLIC RECORDS OF BREVARD COUNTY.
6. MINIMUM FLOOR AREA (COMMERCIAL): 300 SF
7. BUILDING SETBACK (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 15 FOOT MINIMUM
   B. SIDE INTERIOR: 15 FOOT MINIMUM
   C. SIDE CORNER: 15 FOOT MINIMUM
   D. REAR: 15 FOOT MINIMUM
   E. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
8. LANDSCAPE BUFFER/PARKING SETBACK REQUIREMENTS (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 10 FOOT MINIMUM
   B. SIDE INTERIOR: 5 FOOT MINIMUM
   C. SIDE CORNER: 10 FOOT MINIMUM
   D. REAR: 10 FOOT MINIMUM
   E. NOTWITHSTANDING, IF A SHARED DRIVE AISLE OR SHARED DRIVEWAY EXISTS ALONG A PROPERTY BOUNDARY BETWEEN TWO PARCELS, THEN IN SUCH CASE, NO SIDE SETBACK SHALL BE REQUIRED.
   F. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
9. PARKING – MINIMUM PARKING REQUIREMENTS SHALL MEET CITY CODE REQUIREMENTS OR BE ESTABLISHED BY A PARKING ANALYSIS AND/OR PARKING STUDY ON A PROJECT-BY-PROJECT BASIS.
10. ARCHITECTURAL STANDARDS SHALL BE PER PALM BAY CITY CODE SECTION 185.184, ARCHITECTURAL STYLE REQUIREMENTS.

SETBACKS:

BUILDING:	REQUIRED:
FRONT:	15'
SIDE CORNER:	15'
SIDE:	15'
REAR:	15'

PARKING:	REQUIRED:
FRONT:	10'
SIDE CORNER:	10'
SIDE:	5'
REAR:	10'

SITE INFORMATION:

GENERAL STATEMENT:

CYPRESS BAY PRESERVES (CBP) IS LOCATED EAST OF BABCOCK STREET AND NORTH AND SOUTH OF THE ST. JOHNS HERITAGE PARKWAY CONSISTING OF A PREVIOUSLY APPROVED MASTER PLAN WITH A MIX OF SINGLE FAMILY RESIDENTIAL THAT IS CURRENTLY COMPLETED OR UNDER CONSTRUCTION AND VACANT COMMERCIALLY ZONED PROPERTIES. A PORTION OF IT INCLUDES A FUTURE PUBLIX PLAZA AND ADJACENT FUTURE COMMERCIAL PARCELS. PALM BAY POINTE EAST CONSISTS OF ALL OF THE COMMERCIAL PROPERTY ALONG THE ST. JOHNS HERITAGE PARKWAY WITHIN CPB EXCEPT FOR THE PUBLIX PLAZA. IT INCLUDES APPROXIMATELY 43 ACRES, WHICH IS A MIX OF MOSTLY VACANT FUTURE COMMERCIAL PARCELS AND EXISTING STORMWATER TREATMENT PONDS/OPEN SPACE. PALM BAY POINTE EAST IS A MASTER PLANNED COMMERCIAL DEVELOPMENT ON BOTH SIDES OF THE PARKWAY AND IS BEING PRELIMINARY PLATTED FOR 14 COMMERCIAL LOTS LABELED CE1 THROUGH CE14. PLEASE NOTE BOTH D-2 AND D-3 COULD BE MODIFIED TO BE COMMERCIAL LOTS IN THE FUTURE.

DEVELOPER:
JEREMY GOROVITZ
KIMAYA, LLC
5200 VINELAND ROAD SUITE 200
ORLANDO, FL 32811
TEL: (407) 619-1096

SURVEYOR:
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL ROAD, UNIT 101
ROCKLEDGE, FL 32955
TEL: (321) 8064171
EMAIL: BOB@HORIZONSURVEYORS.COM

CIVIL ENGINEER:
JAKE T. WISE, P.E.
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FLORIDA 32935
TEL: (321) 610-1760
E-MAIL: JWISE@CEGENGINEERING.COM

SITE DATA:
ZONING CLASSIFICATION: PUD
FUTURE LAND USE: COM (COMMERCIAL)
FLOOD ZONE: X & A PER MAP 12009C0670G AND 12009C0690G DATED 3/17/14
TAX ID: 3000210, 3000211, 3000212, 3009330

CALCULATED STORMWATER BASIN COVERAGE (PERMITTED):

	SF	ACRE	PERCENT
TOTAL IMPERVIOUS:	1,496,526	34.37	80
TOTAL PERVIOUS:	374,131	8.58	20
TOTAL:	1,870,657	42.95	100

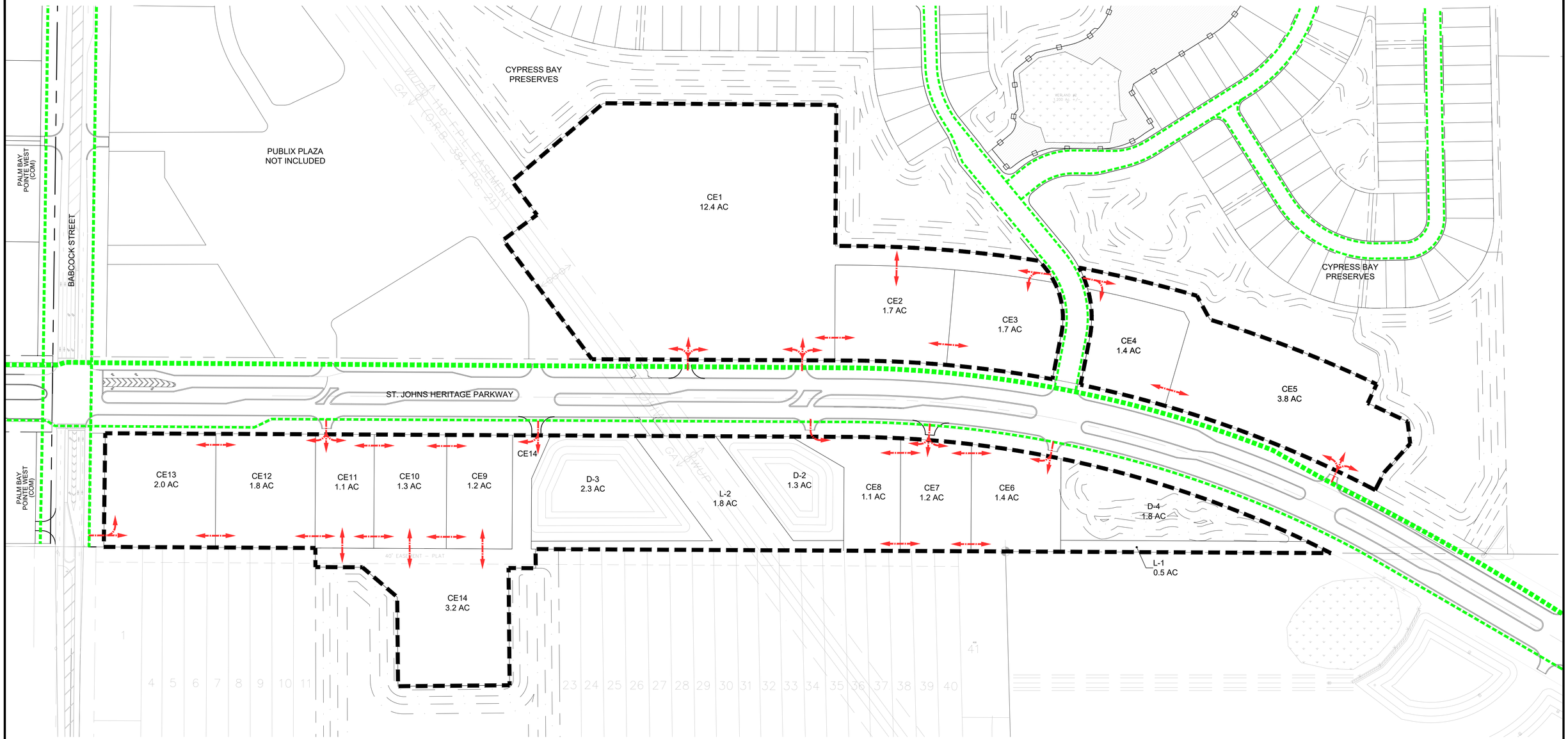
LEGEND:

- COMMERCIAL
- EXISTING STORMWATER TREATMENT POND
- EXISTING OPEN SPACE
- EXISTING STORM POND THAT CAN BE FUTURE COMMERCIAL LOT
- PROJECT BOUNDARY

120' 0' 120' 240'

PALM BAY POINTE EAST	11/01/23	PBP-E1

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel. 321.253.1221
www.cegengineering.com
COA #0008097



VEHICULAR AND PEDESTRIAN ACCESS PLAN

1"=120'

LEGEND:

- PROJECT BOUNDARY
- PEDESTRIAN ACCESS
- VEHICULAR ACCESS

NOTES:

1. THE LOCATIONS OF CROSS–ACCESS POINTS BETWEEN PARCELS ARE ESTIMATED AND CANNOT BE FINALIZED UNTIL SUCH TIME AS END–USERS ARE IDENTIFIED AND KNOWN. LOCATIONS OF CROSS–ACCESS BETWEEN PARCELS MAY CHANGE SUBJECT TO END–USER DESIGN AND REQUIREMENTS. A MINIMUM OF ONE CROSS–ACCESS POINT WILL EXIST BETWEEN OUT–PARCELS THAT DO NOT HAVE ACCESS TO A PUBLIC RIGHT–OF–WAY.
2. THE LOCATION OF PEDESTRIAN PATHWAYS ARE CONCEPTUAL UNTIL SUCH TIME AS FINAL SITE ENGINEERING IS COMPLETED.
3. ADDITIONAL ACCESS POINTS MAY BE PROVIDED SUBJECT TO GOVERNMENTAL REVIEW AND APPROVAL.

120' 0' 120' 240'

PALM BAY POINTE EAST	9/18/23	PBP-E2

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel. 321.253.1221
www.cegengineering.com
COA #0008097

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

NOTES:

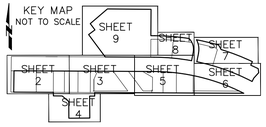
1. THE BEARING BASIS FOR THIS SURVEY IS THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, WHICH BEARS S01°11'38"E AS SHOWN HEREON.
2. THE PARCEL DESCRIBED HEREIN IS IN ZONE "X" & "A" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM. FLOOD INSURANCE RATE MAP #12009C 0690 G DATED 3-17-2014, COMMUNITY #120404.
3. THE LEGAL DESCRIPTION SHOWN HEREON IS AS PER TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO.: 2037-5979833, ISSUING OFFICE FILE NO. 0038106-194879, ATTN: JENNIFER ARANZA, REVISION NUMBER: ONE, COMMITMENT DATE: DECEMBER 22, 2022 @ 8:00AM AND HAS NOT BEEN ABSTRACTED BY THE UNDERSIGNED FOR EASEMENTS, RIGHTS OF WAY OR RESERVATIONS OF RECORD.
4. BOUNDARY DIMENSIONS SHOWN HEREON ARE PER PLAT/DEED AND MEASURED UNLESS OTHERWISE NOTED.
5. ABOVE OR BELOW GROUND IMPROVEMENTS HAVE NOT BEEN DEPICTED ON THIS MAP OF SURVEY.
6. "THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS-OF-WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD."
7. "THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS."
8. "THERE IS NO OBSERVABLE EVIDENCE NOR INFORMATION PROVIDED INDICATING CHANGES IN STREET RIGHT OF WAY LINES"
9. "THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS"
10. "THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, SANITARY LANDFILL OR CEMETERY."
11. "ACCESS TO THE SUBJECT PROPERTY IS BY PUBLIC RIGHT-OF-WAY VIA BABCOCK STREET AND ST JOHNS HERITAGE PARKWAY"
12. "THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THIS SURVEY AND THE LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT."
13. "THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT NUMBER 2037-5979833, DATED APRIL 21, 2022 @ 8:00AM, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY."
14. "THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICALLY CLOSED FIGURE WITHIN +/- 0.1 FOOT."
15. "THE SUBJECT PROPERTY DOES NOT APPEAR TO SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES STRUCTURAL SUPPORT, INGRESS OR EGRESS."
16. TOPOGRAPHY AND TREE LOCATIONS ARE NOT COMPLETE AT THIS TIME; THIS DRAFT COPY IS TO SHOW PROGRESS AS OF 10-12-23.

PRIMARY BENCHMARK USED: "E 508 2001" (PID DE5448) NGS SURVEY MARKER ON THE EAST SIDE OF "I-95 NORTH OF THE SOTTILE CANAL. ELEVATION= 24.79 FEET, NAVD 1988; PROJECT BENCHMARKS ARE AS SHOWN ON THIS MAP OF SURVEY.

CORNER NOTES:

1. *DENOTES 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360"*
2. *DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.*

KEY MAP
NOT TO SCALE

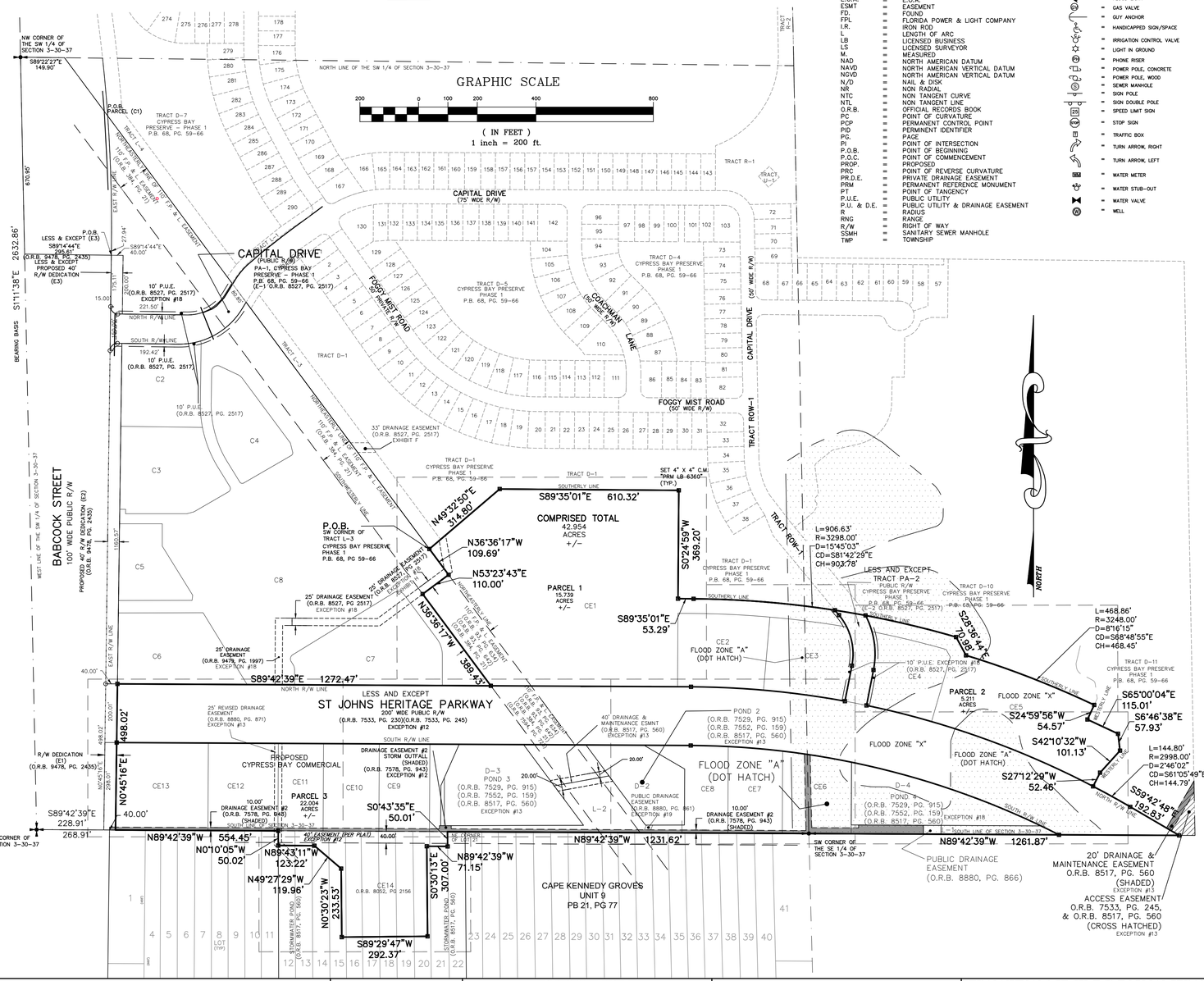


LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CBRG	=	CHORD BEARING
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
D.	=	DEED
Δ	=	DELTA (CENTRAL ANGLE)
E.O.A.	=	E.O.A.
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
LS	=	LICENSED SURVEYOR
M.	=	MEASURED
NAD	=	NORTH AMERICAN DATUM
NAVD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NORTH AMERICAN VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
NTL	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
PC	=	POINT OF CURVATURE
PCP	=	PERMANENT CONTROL POINT
PID	=	PERMINENT IDENTIFIER
PG.	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
PRC	=	POINT OF REVERSE CURVATURE
PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP

UTILITY LEGEND

	=	COMMUNICATIONS MANHOLE
	=	CABLE TV RISER
	=	CLEAN OUT
	=	DRAINAGE MANHOLE
	=	ELECTRICAL BOX
	=	FIRE HYDRANT
	=	FLOOD LIGHT
	=	GAS VALVE
	=	GUY ANCHOR
	=	HANDICAPPED SIGN/SPACE
	=	IRRIGATION CONTROL VALVE
	=	LIGHT IN GROUND
	=	PHONE RISER
	=	POWER POLE, CONCRETE
	=	POWER POLE, WOOD
	=	SEWER MANHOLE
	=	SIGN POLE
	=	SIGN DOUBLE POLE
	=	SPEED LIMIT SIGN
	=	STOP SIGN
	=	TRAFFIC BOX
	=	TURN ARROW, RIGHT
	=	TURN ARROW, LEFT
	=	WATER METER
	=	WATER STUB-OUT
	=	WATER VALVE
	=	WELL



DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING A PORTION OF LOTS 12 THROUGH 21, CAPE KENNEDY GROVES, UNIT 9, AS RECORDED IN PLAT BOOK 21, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT L-3, CYPRESS BAY PRESERVE PHASE 1, AS RECORDED IN PLAT BOOK 68, PAGES 59 THROUGH 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 49° 32' 50" E ALONG THE SOUTHERLY LINE OF TRACT L-3 AND TRACT D-1 OF SAID CYPRESS BAY PRESERVE PHASE 1 FOR A DISTANCE OF 314.80 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT D-1; THENCE RUN THE FOLLOWING 6 COURSES, CURVES AND DISTANCES ALONG THE SOUTHERLY LINES OF TRACTS D-1, ROW-1 AND TRACT D-10 OF SAID CYPRESS BAY PRESERVE PHASE 1; (1) THENCE RUN S 89° 35' 01" E FOR A DISTANCE OF 610.32 FEET; (2) THENCE RUN S 00° 24' 59" W FOR A DISTANCE OF 369.20 FEET; (3) THENCE RUN S 89° 35' 01" E FOR A DISTANCE OF 53.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 3298.00 FEET, AND WHOSE CHORD BEARS S 81° 42' 29" E FOR A DISTANCE OF 903.78 FEET; (4) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 45' 03", FOR A DISTANCE OF 906.63 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; (5) THENCE RUN S 28° 36' 44" E FOR A DISTANCE OF 70.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 3248.00 FEET, AND WHOSE CHORD BEARS S 68° 48' 55" E FOR A DISTANCE OF 468.45 FEET; (6) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 16' 15", FOR A DISTANCE OF 468.86 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, ALSO BEING A POINT ON THE WESTERLY LINE OF TRACT D-11 OF SAID CYPRESS BAY PRESERVE PHASE 1; THENCE RUN THE FOLLOWING (5) COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID TRACT D-11; (1) THENCE RUN S 24° 59' 56" W FOR A DISTANCE OF 54.57 FEET; (2) THENCE RUN S 65° 00' 04" E FOR A DISTANCE OF 115.01 FEET; (3) THENCE RUN S 06° 46' 38" E FOR A DISTANCE OF 57.93 FEET; (4) THENCE RUN S 42° 10' 32" W FOR A DISTANCE OF 101.13 FEET; (5) THENCE RUN S 27° 12' 29" W FOR A DISTANCE OF 52.46 FEET TO THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2998.00 FEET, AND WHOSE CHORD BEARS S 61° 05' 49" E FOR A DISTANCE OF 144.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE SAID CURVE AND NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02° 46' 02", FOR A DISTANCE OF 144.80 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 59° 42' 48" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 192.83 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1261.87 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1231.62 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CAPE KENNEDY GROVE UNIT 9; THENCE RUN S 00° 43' 35" E FOR A DISTANCE OF 50.01 FEET; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 71.15 FEET; THENCE RUN S 00° 30' 13" E FOR A DISTANCE OF 307.00 FEET; THENCE RUN S 89° 29' 47" W FOR A DISTANCE OF 292.37 FEET; THENCE RUN N 00° 30' 23" W FOR A DISTANCE OF 233.53 FEET; THENCE RUN N 49° 27' 29" W FOR A DISTANCE OF 119.96 FEET; THENCE RUN N 89° 43' 11" W FOR A DISTANCE OF 123.22 FEET; THENCE RUN N 00° 10' 05" W FOR A DISTANCE OF 50.02 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 554.45 FEET TO A POINT LYING 40.00 FEET EAST, AS MEASURED BY PERPENDICULAR, OF THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E PARALLEL WITH SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 498.02 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE RUN S 89° 42' 39" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1272.47 FEET TO THE SOUTHWESTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 384 PAGE 21 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 36° 36' 17" W ALONG SAID SOUTHWESTERLY LINE FOR A DISTANCE OF 389.43 FEET; THENCE RUN N 53° 23' 43" E FOR A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY LINE OF SAID 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE N 36° 36' 17" W ALONG SAID NORTHEASTERLY LINE FOR A DISTANCE OF 109.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

TRACT PA-2, CYPRESS BAY PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 59 THROUGH 66, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RIGHT OF WAY FOR ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH Owner's real property right, title and interest in that certain Reciprocal Easement Agreement recorded August 30, 2019 in Official Records Book 8527, Page 2517, Public Records of Brevard County, Florida affected by Amendment and Partial Termination to Reciprocal Easement Agreement recorded April 19, 2022 in Official Records Book 9479, Page 1997, Public Records of Brevard County, Florida.

CONTAINING 42.954 ACRES, MORE OR LESS.

SCHEDULE B-II EXCEPTIONS AS PER TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO.: 2037-5979833, ISSUING OFFICE FILE NO. 0038106-194879, ATTN: JENNIFER ARANZA, REVISION NUMBER: ONE, COMMITMENT DATE: DECEMBER 22, 2022 @ 8:00AM:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. NOT A SURVEY MATTER
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land. NONE KNOWN TO SURVEYOR
3. Ad valorem and non-ad valorem taxes for the year 2022 and subsequent years, which are not yet due and payable. NOT A SURVEY MATTER
4. Reservation shall run with the land as contained in Warranty Deed from Florida Indian River Land Company recorded July 18, 1913 in Deed Book 58, Page 519. (as to C1, Parcels 1 and 3 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) BLANKET IN NATURE AS TO C1, PARCEL 1 AND PARCEL 3
5. Right-Of-Way Agreement for easement granted to Florida Power & Light Company recorded April 8, 1958 in Book 93, Page 634 as affected by Supplement to Right-Of-Way Agreement recorded May 18t 1961 in Book 384, Page 21 and Subordination of Utility Interests and Agreement for Reimbursement for Additional Facility Relocation by and between the City of Palm Bay and Florida Power & Light Company recorded April 18, 2016 in Book 7594, Page 723. (as to C1, Parcels 1 and 3 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS C1, C9 , PARCEL 1 AND PARCEL 3, PLOTTED
6. Right-Of-Way Agreement for easement granted to Florida Power & Light Company recorded April 8, 1958 in Book 93, Page 642. (as to C9, and portions of parcel 3 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS C1, PARCEL 1 AND PARCEL 3, PLOTTED
7. Agricultural Plat restricted to agriculture use only, including 40 foot easement over the North property lines shown on the plat of CAPE KENNEDY GROVES UNIT 9, as recorded November 15, 1967 in Plat Book 21, Page(s) 77. (as to Parcel C20 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS C20, PLOTTED
8. Terms and conditions for Resolution for Cape Kennedy Groves recorded January 24, 1977 in Book 1704, Page 222. (as to Parcel C20 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS AND BLANKET IN NATURE AS TO C20 AFFECTS, BLANKET IN NATURE
9. INTENTIONALLY DELETED
10. Terms and conditions for Resolution by Board of Supervisors of San Sebastian Drainage District recorded March 14, 2006 in Book 5616, Page 7231 and New Boundary for San Sebastian Drainage District recorded March 14, 2006 in Book 5616, Page 7224. (as to all parcels) AFFECTS ALL PARCELS, BLANKET IN NATURE
11. Plan of Reclamation of San Sebastian Drainage District recorded March 14, 2006 in Book 5616, Page 7319. (as to all parcels) AFFECTS ALL PARCELS, BLANKET IN NATURE
12. Terms and conditions for Resolution No. 2015-61 by City of Palm Bay recorded January 12, 2016 in Book 7529, Page 915. (as to D-2, D-3; and D-4 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS, BLANKET IN NATURE
13. Terms and conditions for Drainage Easement by and between Cypress Bay Farms, LLC, a Florida limited liability company and the City of Palm Bay recorded January 20, 2016 in Book 7533, Page 233 as affected by First Amendment to Drainage Easement recorded March 28, 2016 in Book 7578, Page 943 and Second Amendment and Restatement of Drainage Easement recorded August 19, 2019 in Book 8517, Page 560 and Revised Stormwater Facility and Drainage Easement No. 4 recorded October 8, 2020 in Book 8880, Page 871. (as to portions of Parcel 3; C17; C18; D-2; D-3; D-4 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS, BLANKET IN NATURE AS TO PORTIONS OF PARCEL 3, C17, C18, D-2, D-3 & D-4
14. Right-Of-Way Contribution Agreement by and between Cypress Bay Farms, a Florida limited partnership and the City of Palm Bay recorded February 18, 2016 in Book 7552, Page 159. (as to all parcels) AFFECTS, BLANKET IN NATURE AS TO ALL PARCELS
15. Transportation Impact Fee Application-For-Credit Agreement by and between the City of Palm Bay, Florida and Cypress Bay Farms, LLC, a Florida limited liability company, its successors and assigns recorded February 18, 2016 in Book 7552, Page 193. (as to all parcels) AFFECTS, BLANKET IN NATURE AS TO ALL PARCELS
16. Terms and conditions for Resolution No. 2017-36 by the City of Palm Bay granting Cypress Bay Farms, LLC conditional use approval for mining/excavation recorded December 20, 2017 in Book 8052, Page 2156. (as to Parcel C20 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS, BLANKET TO "C20" IN NATURE
17. Terms and conditions for City of Palm Bay-Brevard County Joint Planning Interlocal Agreement recorded August 15, 2019 in Book 8514, Page 1709 as affected by Interlocal Agreement for St. Johns Heritage Parkway Intersection and Babcock Street recorded April 30, 2020 in Book 8730, Page 998 and second amendment to Interlocal Agreement Regarding St Johns Heritage Parkway Intersection and Babcock Street recorded July 26, 2022 in Book 9588, Page 2659.(as to all parcels) AFFECTS, BLANKET IN NATURE AS TO ALL PARCELS
18. Reciprocal Easement Agreement by and between Cypress Bay Farms, LLC, a Florida limited liability company and Forestar (USA) Real Estate Group Inc., a Delaware corporation recorded August 30, 2019 in Book 8527, Page 2517 as affected by Amendment and Partial Termination to Reciprocal Easement Agreement by and between Cypress Bay Farms, LLC, a Florida limited liability company, its successors and assigns and Forestar (USA) Real Estate Group Inc., a Delaware corporation, its successors and assigns and Cypress Bay Reserve Homeowners Association, Inc., a Florida not for profit corporation recorded April 19, 2022 in Book 9479, Page 1997. (as to C1; C9; and C12 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS, PLOTTED, BLANKET IN NATURE AS TO C1, C9, AND C12
19. Stormwater Facility and Access Easement South of Pond 2 by and between Cypress Bay Farms LLC, a Florida limited liability company and the City of Palm Bay recorded October 8, 2020 in Book 8880, Page 861. (as to portions of Parcel 3 pursuant to Preliminary Suvey prepared by Horizon Surveyors of Central Florida, Inc. dated July 14, 2022, revised August 8, 2022) AFFECTS PARCEL 3, PLOTTED
20. Terms and conditions for Ordinance 2022-34 of the City of Palm Bay approving Final Development Plan known as "Cypress Bay Commercial Center" recorded April 1, 2022 in Book 9463, Page 2455. (as to C1) AFFECTS BLANKET IN NATURE AS TO PARCEL 1 AND C1
21. Declaration of Restrictive Covenants between from Cypress Bay Farms, LLC, a Florida limited liavility company, and Kimya, LLC, a Delaware limited liability company recorded in Book_____Page_____
22. Utilities and Drainage Easement Agreement between from Cypress Bay Farms, LLC, a Florida limited liability company, and Kimaya, LLC, a Delaware limited liability company recorded _____in Book_____Page_____

TREE LEGEND

SYMBOL	DESCRIPTION
	PALM TREE
	PINE TREE
	OAK TREE
	CYPRESS TREE

SHEET 1 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
E-MAIL: INFO@HORIZONSURVEYORS.COM
PHONE : (321) 254-8133

SCALE	1" = 200'
DATE	10-31-23
FIELD BOOK & PAGE	261 / 20
FIELD DATE	10-23-23

REVISION TABLE

DATE	DESCRIPTION	BY	APVD

PREPARED FOR THE EXCLUSIVE USE OF:

KIMAYA, LLC

I HEREBY CERTIFY THAT THE PROPERTY HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT THIS MAP OF SURVEY IS ACCURATE AND CORRECT. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ROBERT R. DOERRER, JR.
PROFESSIONAL LAND SURVEYOR #3982

NOTE: THIS SKETCH IS NOT VALID UNLESS IT BEARS A SIGNATURE AND A SURVEYOR'S SEAL.

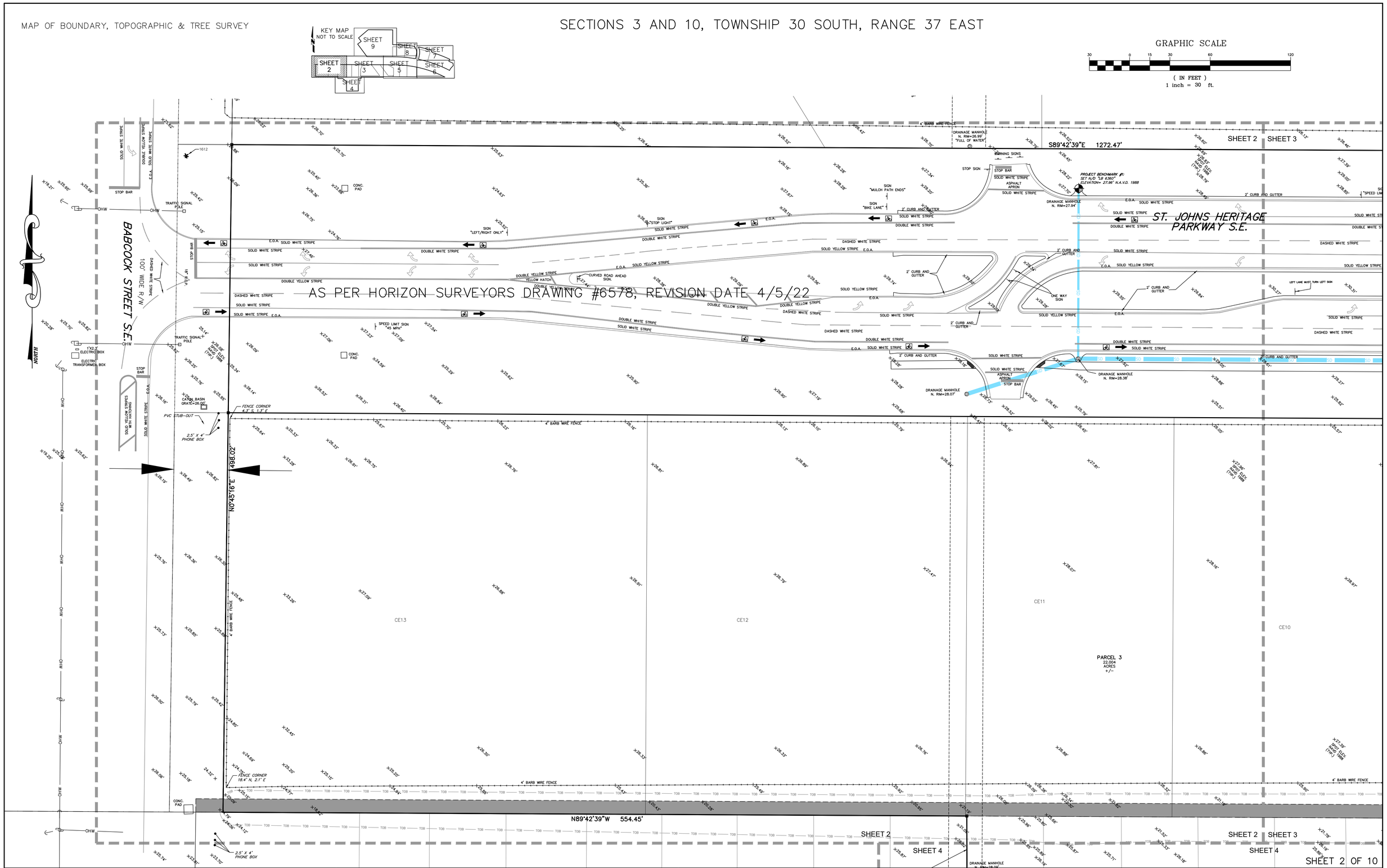
SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

\\Server\data backup\ARCHIVES\COMBINED PROJECTS\PALM BAY POINTE EAST_6617\DWG\PBPE - BOUNDARY-TOPO-10-6-23.dwg, 24X36 (1), 10/31/2023 1:23:46 PM, ...AutoCAD PDF (General Documentation).pc3

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST



HORIZON SURVEYORS	SCALE 1" = 30'	REVISION TABLE				REVISION TABLE				SURVEY FOR:
OF CENTRAL FLORIDA, INC. LB 6360	DATE 10-31-23	DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD	PALM BAY POINTE EAST
390 POINCIANA DR., MELBOURNE, FL 32935	FIELD BOOK 261 & PAGE 20									DRAWING NUMBER:
E-MAIL: INFO@HORIZONSURVEYORS.COM	FIELD DATE 10-23-23									6617-23-1005
PHONE : (321) 254-8133										

SHEET 2 OF 10

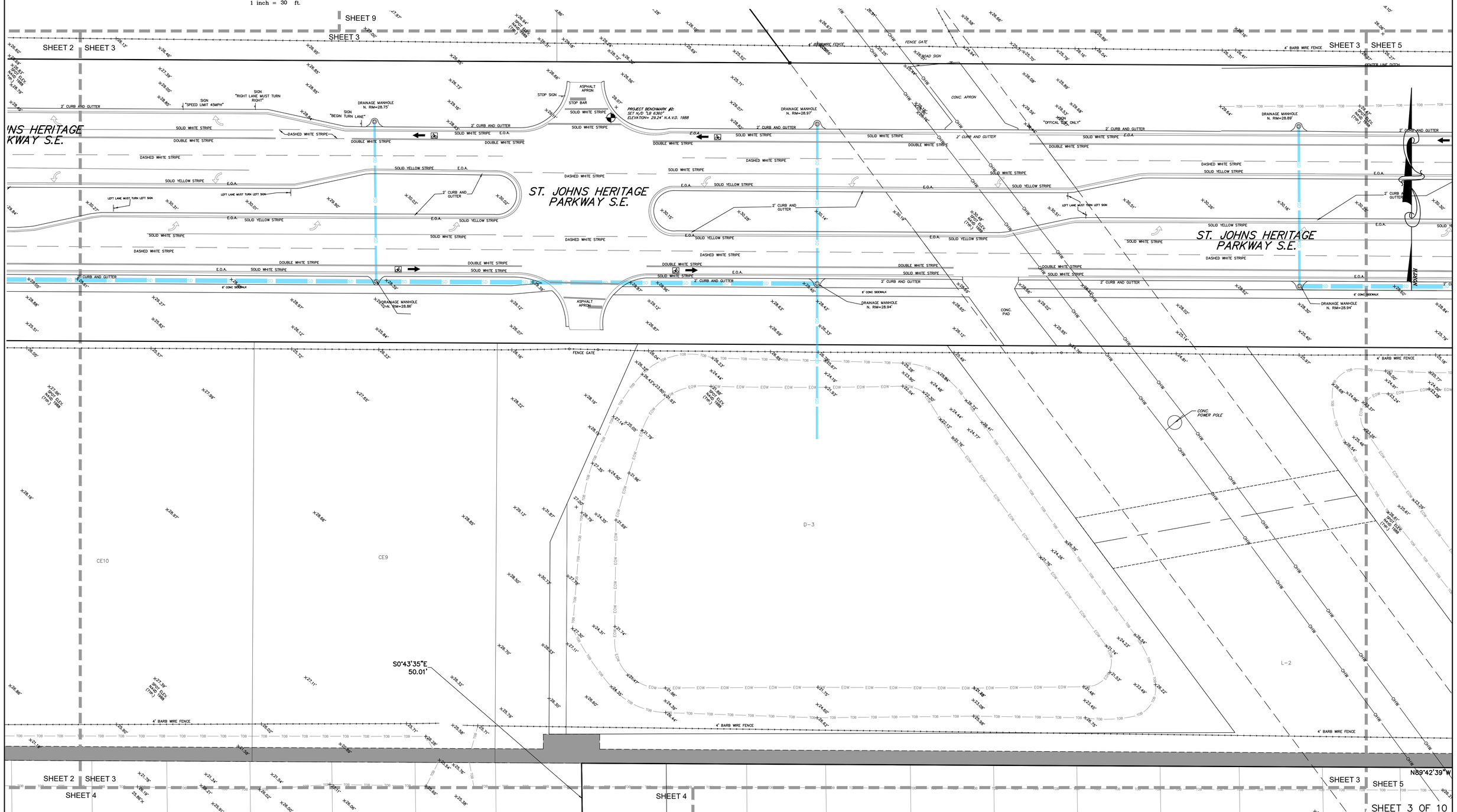
MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



SHEET 3 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
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PHONE : (321) 254-8133

SCALE	1" = 30'
DATE	10-31-23
FIELD BOOK & PAGE	261 20
FIELD DATE	10-23-23

REVISION TABLE

DATE	DESCRIPTION	BY	APVD

REVISION TABLE

DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

GRAPHIC SCALE

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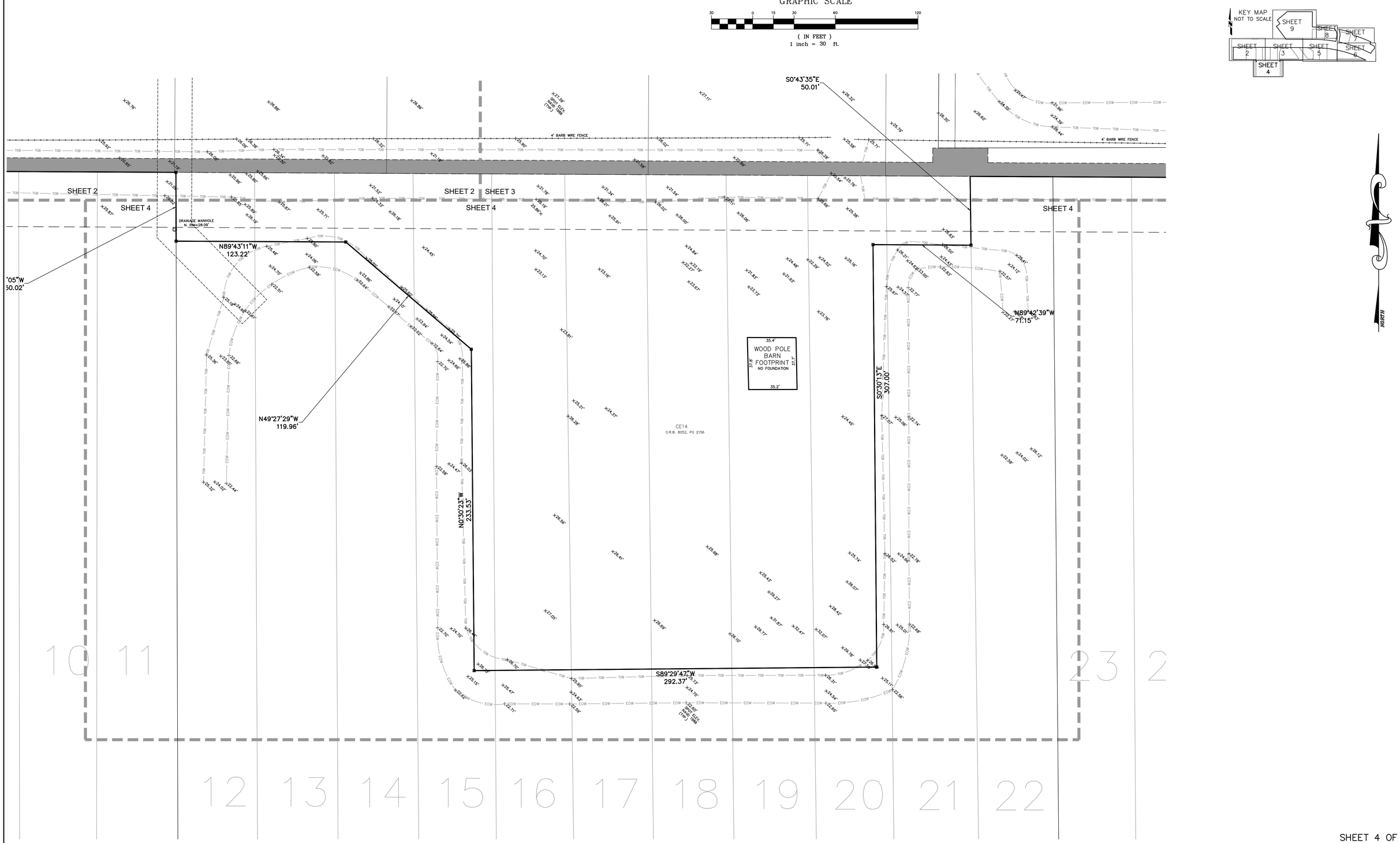
(IN FEET)
1 inch = 30 ft.



SHEET 4 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
E-MAIL: INFO@HORIZONSURVEYORS.COM
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SCALE	1" = 30'
DATE	10-31-23
FIELD BOOK & PAGE	261 & 20
FIELD DATE	10-23-23

REVISION TABLE				REVISION TABLE			
DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

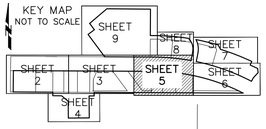
SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

KEY MAP
NOT TO SCALE



GRAPHIC SCALE

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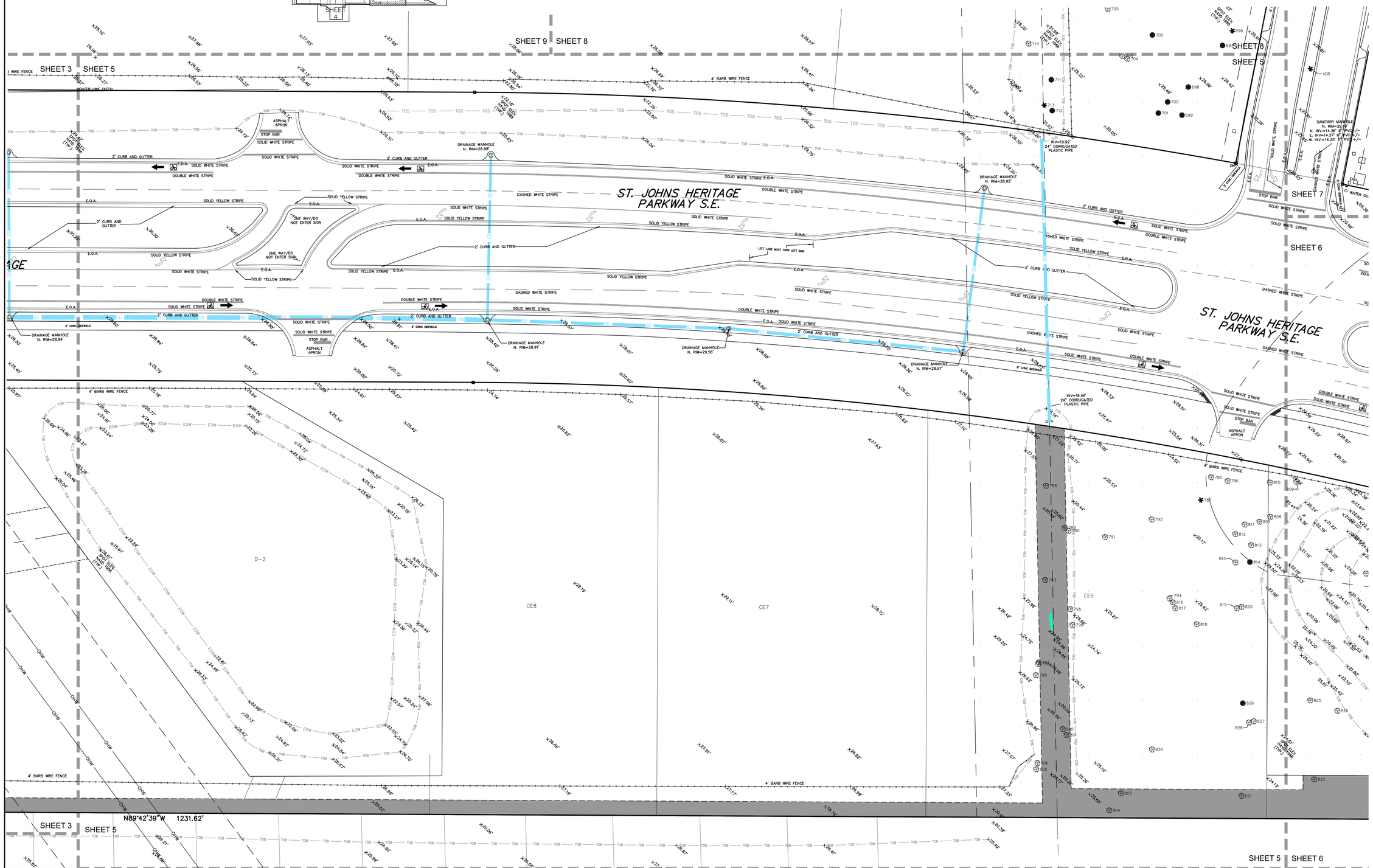

HORIZON

TREE LEGEND	
SYMBOL	DESCRIPTION
✱	PALM TREE
●	PINE TREE
	OAK TREE
	CYPRESS TREE

SHEET 5 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
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DATE	10-31-23
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REVISION TABLE

DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

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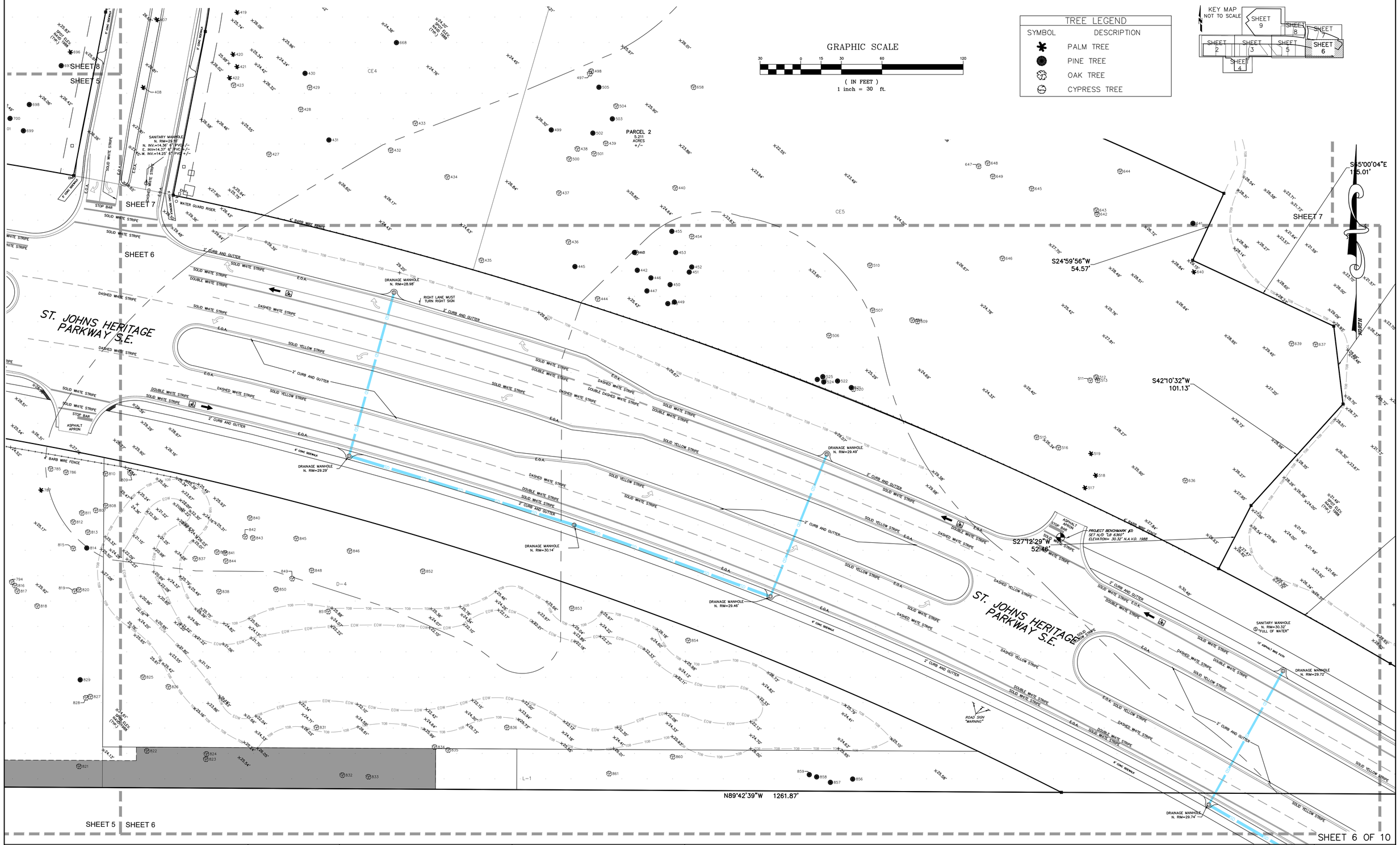
MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST



SHEET 6 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
E-MAIL: INFO@HORIZONSURVEYORS.COM
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REVISION TABLE				REVISION TABLE			
DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

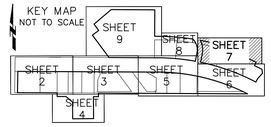
DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

TREE LEGEND	
SYMBOL	DESCRIPTION
✱	PALM TREE
●	PINE TREE
	OAK TREE
	CYPRESS TREE

KEY MAP
NOT TO SCALE



GRAPHIC SCALE

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(IN FEET)
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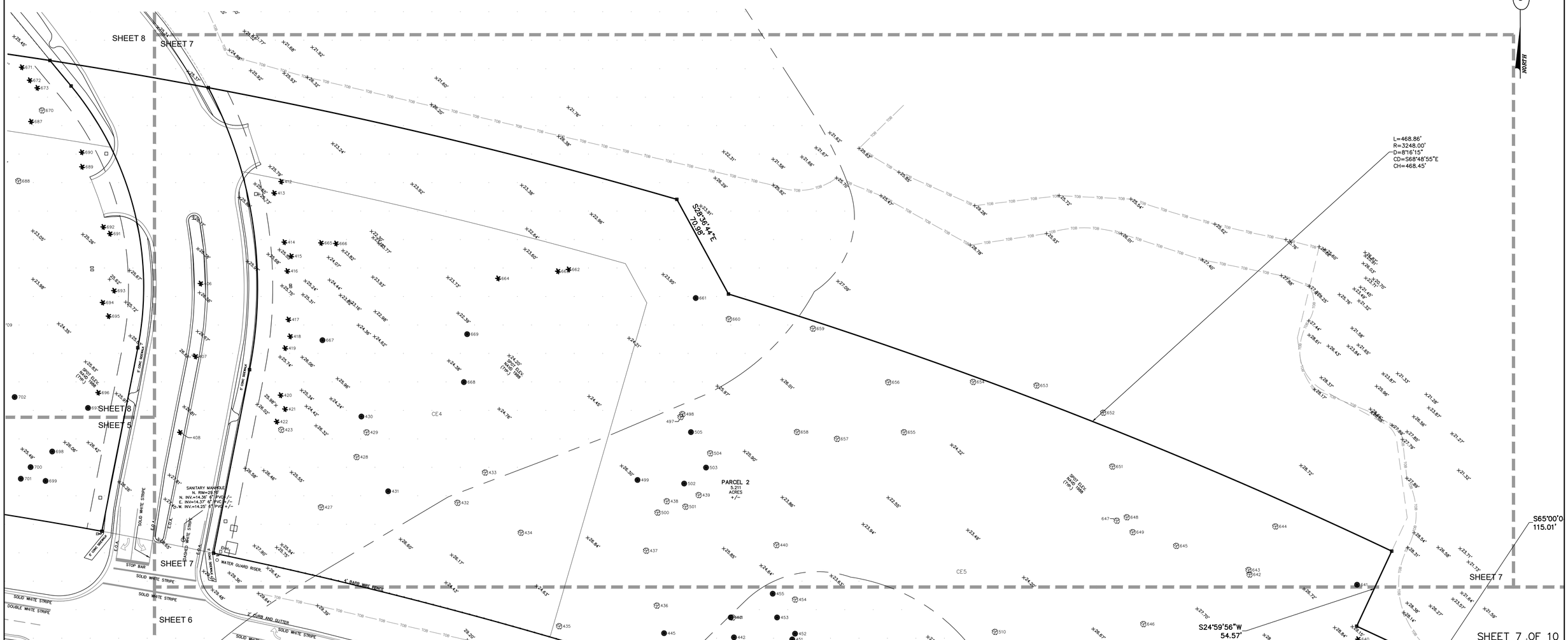

SHEET 7 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
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PHONE : (321) 254-8133

SCALE	1" = 30'
DATE	10-31-23
FIELD BOOK & PAGE	261 / 20
FIELD DATE	10-23-23

REVISION TABLE				REVISION TABLE			
DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

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MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

TREE LEGEND	
SYMBOL	DESCRIPTION
✱	PALM TREE
●	PINE TREE
✿	OAK TREE
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GRAPHIC SCALE

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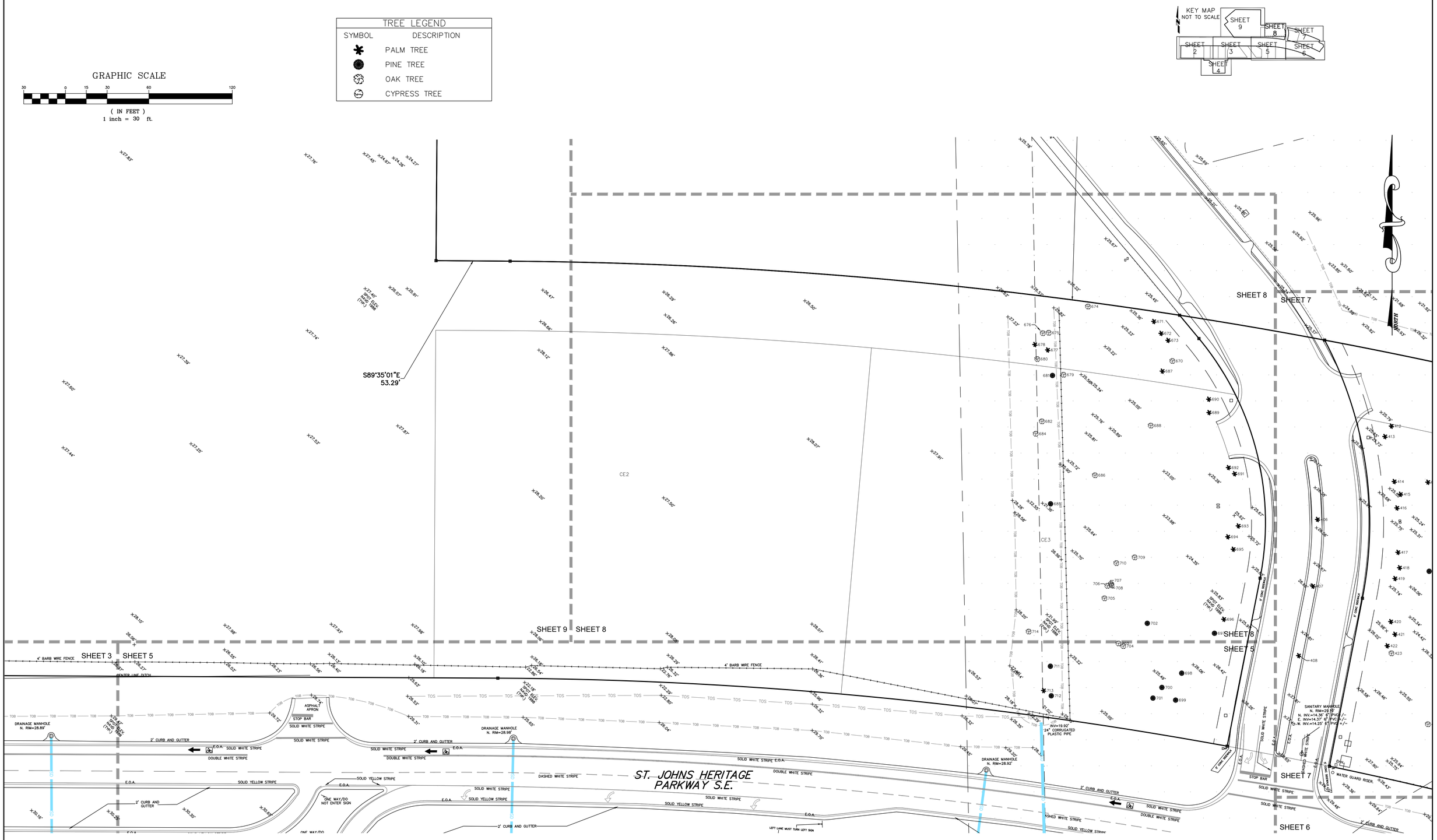

SHEET 8 OF 10

HORIZON SURVEYORS
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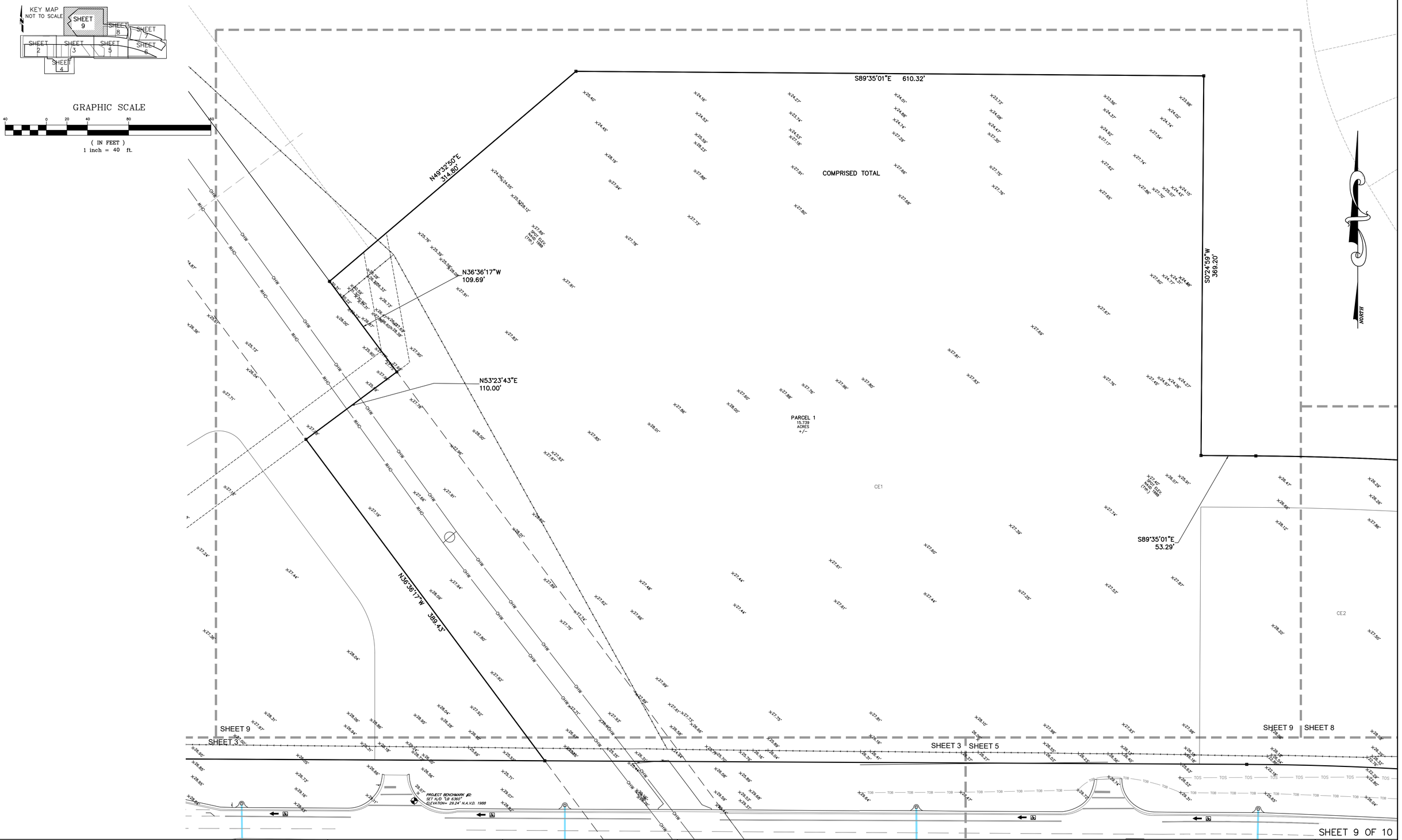
SCALE 1" = 30'	REVISION TABLE				REVISION TABLE		
DATE 10-31-23	DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD
FIELD BOOK 261 & PAGE 20							
FIELD DATE 10-23-23							

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST



SHEET 9 OF 10

HORIZON SURVEYORS
OF CENTRAL FLORIDA, INC. LB 6360
390 POINCIANA DR., MELBOURNE, FL 32935
E-MAIL: INFO@HORIZONSURVEYORS.COM
PHONE : (321) 254-8133

SCALE	1" = 40'
DATE	10-31-23
FIELD BOOK & PAGE	261 / 20
FIELD DATE	10-23-23

REVISION TABLE				REVISION TABLE			
DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

SURVEY FOR:
PALM BAY POINTE EAST

DRAWING NUMBER:
6617-23-1005

MAP OF BOUNDARY, TOPOGRAPHIC & TREE SURVEY

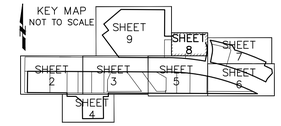
SECTIONS 3 AND 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

TREE LEGEND	
SYMBOL	DESCRIPTION
✱	PALM TREE
●	PINE TREE
	OAK TREE
	CYPRESS TREE



Point Table	
Point #	Description
406	PAL 10
407	PAL 10
408	PAL 10
412	PAL 11
413	PAL 8
414	PAL 11
415	PAL 11
416	PAL 12
417	PAL 13
418	PAL 12
419	PAL 12
420	PAL 10
421	PAL 10
422	PAL 10
423	OAK 13
427	OAK CLUSTER 68
428	OAK 16
429	OAK 21
430	PINE 6
431	PINE 8

Point Table	
Point #	Description
432	OAK 17
433	OAK 20
434	OAK 24
435	OAK 19
436	OAK DBL 65
437	OAK 15
438	OAK 18
439	OAK 24
440	OAK 11
441	OAK 10
442	PINE 10
443	PINE 11
444	OAK 12
445	PINE 7
446	PINE 7
447	PINE 7
448	PINE 12
449	PINE 6
450	PINE 9
451	PINE 12

Point Table	
Point #	Description
452	PINE 8
453	PINE 7
454	OAK 14
455	PINE 10
497	OAK 17
498	OAK 15
499	PINE 14
500	OAK 20
501	OAK 16
502	PINE 16
503	PINE 10
504	OAK 19
505	PINE 13
506	OAK 17
507	OAK 22
508	OAK 13
509	OAK 24
510	OAK 18
511	OAK 14
512	OAK 36

Point Table	
Point #	Description
513	OAK 12
515	OAK 16
516	OAK 25
517	PAL 12
518	PAL 12
519	PAL 12
520	OAK 10
521	PINE 10
522	PINE 12
524	PINE 11
525	PINE 11
526	PINE 8
636	OAK DBL 32
637	OAK 8
639	OAK 20
640	PAL 10
641	PINE 8
642	OAK 15
643	OAK 13
644	OAK 13

Point Table	
Point #	Description
645	OAK 24
646	OAK 18
647	OAK 13
648	OAK 16
649	OAK 7
651	OAK 19
652	OAK 23
653	OAK 15
654	OAK 18
655	OAK 17
656	OAK 15
657	OAK 56
658	OAK 16
659	OAK 17
660	OAK 17
661	PINE 11
662	PAL 12
663	PAL 12
664	PAL 10
665	PAL 12

Point Table	
Point #	Description
666	PAL 11
667	PINE 13
668	PINE 13
669	PINE CLUSTER X4 7
670	OAK TRIPLE 70
671	PAL 10
672	PAL 10
673	PAL 11
674	OAK 24
675	OAK TRIPLE 6
676	OAK 8
677	PAL 11
678	PAL 11
679	OAK 6
680	OAK 10
681	PINE 6
682	OAK 18
684	OAK 18
685	PINE 10
686	OAK 50

Point Table	
Point #	Description
687	PAL 10
688	OAK 17
689	PAL 7
690	PAL 11
691	PAL 10
692	PAL 9
693	PAL 12
694	PAL 10
695	PAL 11
696	PAL 12
697	PINE 22
698	PINE 10
699	PINE CLUSTER X8 7
700	PINE 8
701	PINE 10
702	PINE 12
703	OAK 7
704	OAK 21
705	OAK TRIPLE 25
706	OAK 13

Point Table	
Point #	Description
707	OAK 15
708	OAK 29
709	OAK 12
710	OAK 13
711	PINE 12
712	PINE 12
713	PAL 10
714	OAK 10
785	OAK DBL 31
786	OAK 12
787	PAL 11
788	OAK 7 X3
789	OAK 9
790	OAK 19
791	OAK 24
792	OAK 8
793	OAK 10 8 DBL
794	OAK 57 CLUSTER X5
795	OAK 7
796	OAK 6

Point Table	
Point #	Description
797	OAK 7 9 DBL
798	OAK 8
799	OAK 12
800	OAK DBL 15 8
801	OAK 8
803	OAK 8
804	OAK 8
805	OAK 19
806	OAK 13
807	OAK 11
808	OAK 11
809	OAK DBL 10 16
810	OAK 17
811	OAK 8
812	OAK 10
813	OAK 9
814	PINE 7
815	OAK 9
816	OAK 10
817	OAK 10

Point Table	
Point #	Description
818	OAK 10
819	OAK TRIPLE 62
820	OAK 22
821	OAK 6
822	OAK 22
823	OAK 16
824	OAK 10
825	OAK 12
826	OAK 13
827	OAK 8
828	OAK 7
829	PINE 8
830	OAK 24
831	OAK DBL 32
832	OAK 23
833	OAK TRIPLE 22
834	OAK 11
835	OAK 19
836	OAK DBL 26
837	OAK DBL 27

Point Table	
Point #	Description
838	OAK DBL 28
839	OAK 14
840	OAK 30
841	OAK 22
842	OAK 7
843	OAK 19
844	OAK 18
845	OAK DBL 72
846	OAK DBL 35
848	OAK 9
849	OAK 8
850	OAK 16
851	OAK 17
852	OAK 18
853	OAK DBL 24
854	OAK 14
856	PINE 6
857	PINE 6
858	PINE 6
859	PINE 6

Point Table	
Point #	Description
860	OAK 17
861	OAK 12
1612	PALM BAY ND

SHEET 10 OF 10

HORIZON SURVEYORS
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390 POINCIANA DR., MELBOURNE, FL 32935
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\\Server\data backup\ARCHIVES\COMBINED PROJECTS\PALM BAY POINTE EAST_6617\DWG\PBPE - BOUNDARY-TOPO-10-6-23.dwg, 24X36 (10), 10/31/2023 1:30:25 PM, ...AutoCAD PDF (General Documentation).pc3

Ref: 5688.05

TECHNICAL MEMORANDUM

To: Frank Watanabe, City of Palm Bay

From: Kady Dearing, P.E.

Date: November 27, 2023

Subject: Palm Bay Pointe Commercial – Trip Generation Technical Memorandum
City of Palm Bay, Florida

INTRODUCTION

LTG, Inc. has been retained by Kimaya, LLC to prepare a trip generation evaluation for the proposed mixed-use development, known as Palm Bay Pointe, located along the west side of Babcock Street and along St. Johns Heritage Parkway (SJHP) in Palm Bay, Florida. It should be noted that the proposed development is within the Waterstone Master Development area and includes two separate analysis areas identified as the West Development area and the East Development area.

The purpose of the following technical memorandum is to compare the proposed development to the original Master Traffic Impact Study (TIS) developed for the Waterstone Development as it relates to net external PM Peak Hour trips. The location and boundary of each development area (West and East) are graphically depicted in the conceptual site plans attached as **Exhibit A**.

MASTER DEVELOPMENT PLAN

The master development plan and resulting PM external trips from the approved Waterstone Development TIS, dated August 2017, is provided in **Table 1**. The total overall, net new external PM Peak Hour trips equate to 2,938.

Table 1
Waterstone Development PM Peak Hour Trips
Palm Bay Pointe Mixed-Use

Owner	ITE Land Use	ITE Code	Units (X)	Trip Rate Equation	Total Trips	Percent Enter	Percent Exit	Trips Entering	Trips Exiting
Cypress Bay Farms	Single-Family Residential	210	250 DU	Ln(T)=0.90Ln(X)+0.51	240	65%	35%	156	84
	Townhomes	230	100 DU	Ln(T)=0.82Ln(X)+0.32	60	67%	33%	41	19
	Home Improvement Store	862	80 KSF	T=2.33(X)	186	49%	51%	92	94
	Shopping Center	820	130 KSF	Ln(T)=0.67Ln(X)+3.31	714	48%	52%	343	371
	General Office	710	30 KSF	T=1.12(X)+78.45	112	17%	83%	20	92
	Church	560	30 KSF	T=0.34(X)+5.24	15	48%	52%	8	7
	Research and Development Center	760	50 KSF	Ln(T)=0.83Ln(X)+1.06	74	15%	85%	12	62
	Assisted Living Facility	254	100 Beds	T=0.22(X)	22	44%	56%	10	12
	Nursing Home	620	100 Beds	T=0.22(x)	22	33%	67%	8	14
	Apartments (Age Restricted)	252	160 DU	T=0.24(X)+1.64	40	67%	33%	27	13
Waterstone Farms	Single-Family Residential	210	1100 DU	Ln(T)=0.90Ln(X)+0.51	909	63%	37%	573	336
	Single-Family (Age Restricted)	251	200 DU	Ln(T)=0.75Ln(X)+0.35	75	61%	39%	46	29
	Townhomes (Age Restricted)	252	100 DU	T=0.24(X)+1.64	26	54%	46%	15	11
Waterstone Holdings	Single-Family Residential	210	171 DU	Ln(T)=0.90Ln(X)+0.51	170	63%	37%	108	62
	Townhomes	230	64 DU	Ln(T)=0.82Ln(X)+0.32	42	67%	33%	29	13
	Shopping Center	820	205 KSF	Ln(T)=0.67Ln(X)+3.31	969	48%	52%	466	503
	Mini-Warehouse	151	80 KSF	T=0.26(X)	21	50%	50%	11	10
	General Office	710	30 KSF	T=1.12(X)+78.45	112	17%	83%	20	92
P.M. Peak-Hour Gross Totals:					**3,809**			**1,985**	**1,824**
Internal Capture Percent Reduction					17.80%			17.80%	17.80%
Internal Capture Trips					678			353	325
Pass-By Trips (34% of Shopping Center)					~~470~~			~~244~~	~~226~~
Allowable Pass-By Trips (14% of Adjacent Street Traffic)					193			97	96
Net New External Project Trips (P.M. Peak-Hour)					**2,938**			**1,535**	**1,403**

In order to compare the commercial aspect of the development, those trips in the master plan (Table 1) associated with residential development were removed. Additionally, the commercial trips associated with the previously approved Cypress Bay Commercial Project, which includes 70,500 sq. ft. of general shopping center, a 48,400 sq. ft. supermarket, and a 2,100 sq. ft. liquor store, were also deducted from the total (689 total PM peak hour net external trips as reported in the Cypress Bay Commercial Site Access Analysis, dated April 2022). The resulting PM peak hour trip bank equates to 965 trips.

PALM BAY POINTE DEVELOPMENT PLAN

The Palm Bay Pointe Development Plan, divided into West and East development areas are listed below:

Development West:

- Mini Warehouse = 90,000 sq. ft.
- Multifamily Residential = 668 dwelling units (DUs)
- Assisted Living Facility = 120 Beds
- Day Care Center = 8,000 sq. ft.
- Medical Office = 35,000 sq. ft.
- General Retail/Shopping Plaza = 45,000 sq. ft.
- High-Turnover (Sit-Down) Restaurant = 2,000 sq. ft.

Development East:

- Charter Elementary School = 750 Students
- General Retail/Shopping Plaza = 30,000 sq. ft.
- High-Turnover (Sit-Down) Restaurant = 2,000 sq. ft.
- Fast-Food Restaurant w/ Drive Thru = 2,000 sq. ft.
- Convenience Store/Gas Station = 12 Fuel Pumps (FP)

The p.m. peak hour gross total trip generation is based on the rates published in the latest edition of the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 11th Edition*. The resulting PM Peak Hour trip generation for each development area are shown in **Table 2** and **Table 3**, respectively.

Table 2
Development West Gross Total Trip Generation
Palm Bay Pointe Mixed-Use

Time Period	Land Use	ITE Code	Trip Rate Equation	Quantity (X)		Total Trips (T)	% Entering	% Exiting	Entering	Exiting
PM Peak Hour	Mini Warehouse	151	T = 0.15(X)	90.0	KSF	14	47%	53%	7	7
	Multifamily Residential (Mid-Rise)	221	T = 0.39(X) + 0.34	668	DU	308	61%	39%	188	120
	Assisted Living Facility	254	T = 0.24(X)	120	Beds	29	39%	61%	11	18
	Day Care Center	565	T = 11.12(X)	8.0	KSF	89	47%	53%	42	47
	Medical Office	720	T = 4.07(X) - 3.17	35.0	KSF	139	30%	70%	42	97
	Shopping Plaza (40-150k) [1]	821	T = 5.19(X)	45.0	KSF	234	49%	51%	115	119
	High-Turnover Restaurant	932	T = 9.05(X)	2.0	KSF	18	61%	39%	11	7
	Total					**831**			**416**	**415**

[1]Land use subcategory: No Supermarket

Table 3
Development East Gross Total Trip Generation
Palm Bay Pointe Mixed-Use

Time Period	Land Use	ITE Code	Trip Rate Equation	Quantity (X)		Total Trips (T)	% Entering	% Exiting	Entering	Exiting
PM Peak Hour	Charter Elementary School	536	T = 0.16(X)	750	Students	120	35%	65%	42	78
	Shopping Plaza (40-150k) [1]	821	T = 5.19(X)	30.0	KSF	156	49%	51%	76	80
	High-Turnover Restaurant	932	T = 9.05(X)	2.0	KSF	18	61%	39%	11	7
	Fast-Food w/ Drive Thru	934	T = 33.03(X)	2.0	KSF	66	52%	48%	34	32
	Convenience Store/Gas Station	945	T = 26.90(X)	12	FP[2]	323	50%	50%	162	161
	Total					**683**			**325**	**358**

[1]Land use subcategory: No Supermarket

[2]FP = Fueling Positions

Due to the mixed-use nature of the development a portion of trips, known as internal capture, are expected to remain within the Waterstone Development Boundary. The internal capture reduction, as adopted and implemented for those developments within the Waterstone Master Development, equates to 17.8% of the total PM Peak Hour Traffic. In order to determine the number of trips associated with the commercial portion of the internal capture, the National Cooperative Highway Research Program (NCHRP) Report 8-51 for internal trip capture was used. The residential component of the calculation includes existing and previously approved residential developments within the Waterstone Development area, such as The Lakes, The Courtyards, The Gardens, Cypress Bay East, and Cypress Bay West.

In addition, a Comprehensive Plan Amendment application is currently underway for the allowance of the 668 Multifamily units proposed within the Palm Bay Pointe development plan. The current future land use on the proposed Multifamily site (approximately 35 acres) is designated as Commercial (COM), which allows a maximum floor area ratio (FAR) of 2.5. As documented in the Comprehensive Plan Amendment prepared for the site, the proposed future land use would result in a net decrease in potential trip generation. These units are “new” to the Waterstone Development plan and would result in additional internal capture within the West Development plan. Only the residential component of the west development internal capture was deducted from the total.

Due to the commercial aspects of the development a certain number of trips, known as pass-by capture, are expected for each development area (West and East). The pass-by capture has been limited to 14% of the adjacent peak-hour two-way volume along Babcock Street and SJHP. Due to the uncertainty in timing for full buildout of the project, the existing 2022 data was used for the calculation for a more conservative approach.

The internal capture and pass-by trips were deducted from the total gross trip generation in order to determine the new net external trips anticipated by the proposed development. The resulting PM peak hour external trips are summarized in **Table 4**.

Table 4
Net External PM Peak Hour Trip Generation
Palm Bay Pointe Mixed-Use

Time Period	Development Area / Description	Total Trips (T)
PM Peak Hour	West	831
	East	683
	Gross Total:	**1,514**
	Waterstone Master Internal Capture	347
	West Development Internal Capture	53
	Pass-By Limited to 14% of Adjacent Traffic	150
	New External Project Trips	**964**

CONCLUSION

An analysis was conducted to determine whether the proposed development plan was within the net external, PM peak hour trip allocations for the commercial component of the Waterstone Master TIS. The residential and previously approved commercial trips (Cypress Bay Commercial) were deducted from the total net external trips documented in the Waterstone TIS to determine the number of commercial trips remaining (EQ: 2,938– 1,284 – 689 = 965). When deducting internal capture and pass-by capture, as custom to mixed-use, commercial developments, the new external total trips for the Palm Bay Pointe project is one (1) trip below the threshold.

Attachments:

Exhibit A – Conceptual Site Plans

EXHIBIT A

Conceptual Site Plan

PALM BAY POINTE EAST
FINAL DEVELOPMENT PLAN

1"=120'

PROPOSED ZONING GUIDELINES:

1. MINIMUM LOT AREA: 15,000 SF
2. MINIMUM LOT WIDTH: 40 FEET
3. MINIMUM LOT DEPTH: 120 FEET
4. MAXIMUM BUILDING COVERAGE: 60%
5. MAXIMUM HEIGHT: 60 FEET
   ADDITIONAL BUILDING HEIGHT MAY BE PERMITTED, SUBJECT TO THE FOLLOWING PROVISIONS:
   A. PROVIDING PUBLIC A SPACE OR PUBLIC AMENITY TOTALING 10% OF THE SITE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   B. PROVIDING UNDERSTORY PARKING TO REDUCE REQUIRED SURFACE PARKING, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   C. PROVIDE A MIXTURE OF USES, SUCH AS RESTAURANT WITH RESIDENTIAL USES ABOVE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   D. PROVIDING SHARED STORMWATER OR SHARED PARKING WITH NEIGHBORING PROPERTIES, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT. UPON APPROVAL BY THE CITY, THE SHARED AMENITY SHALL BE RECORDED AS AN EASEMENT OR AGREEMENT, IN THE PUBLIC RECORDS OF BREVARD COUNTY.
6. MINIMUM FLOOR AREA (COMMERCIAL): 300 SF
7. MINIMUM LIVING AREA (MULTIFAMILY): 500 SF
8. BUILDING SETBACK (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 15 FOOT MINIMUM
   B. SIDE INTERIOR: 15 FOOT MINIMUM
   C. SIDE CORNER: 15 FOOT MINIMUM
   D. REAR: 15 FOOT MINIMUM
   E. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
9. LANDSCAPE BUFFER/PARKING SETBACK REQUIREMENTS (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 10 FOOT MINIMUM
   B. SIDE INTERIOR: 5 FOOT MINIMUM
   C. SIDE CORNER: 10 FOOT MINIMUM
   D. REAR: 10 FOOT MINIMUM
   E. NOTWITHSTANDING, IF A SHARED DRIVE AISLE OR SHARED DRIVEWAY EXISTS ALONG A PROPERTY BOUNDARY BETWEEN TWO PARCELS, THEN IN SUCH CASE, NO SIDE SETBACK SHALL BE REQUIRED.
   F. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
10. PARKING – MINIMUM PARKING REQUIREMENTS SHALL MEET CITY CODE REQUIREMENTS OR BE ESTABLISHED BY A PARKING ANALYSIS AND/OR PARKING STUDY ON A PROJECT-BY-PROJECT BASIS.
11. ARCHITECTURAL STANDARDS SHALL BE PER PALM BAY CITY CODE SECTION 185.184, ARCHITECTURAL STYLE REQUIREMENTS.

SETBACKS:

BUILDING:	REQUIRED:
FRONT:	15'
SIDE CORNER:	15'
SIDE:	15'
REAR:	15'

PARKING:	REQUIRED:
FRONT:	10'
SIDE CORNER:	10'
SIDE:	5'
REAR:	10'

SITE INFORMATION:

GENERAL STATEMENT:

CYPRESS BAY PRESERVES (CBP) IS LOCATED EAST OF BABCOCK STREET AND NORTH AND SOUTH OF THE ST. JOHNS HERITAGE PARKWAY CONSISTING OF A PREVIOUSLY APPROVED MASTER PLAN WITH A MIX OF SINGLE FAMILY RESIDENTIAL THAT IS CURRENTLY COMPLETED OR UNDER CONSTRUCTION AND VACANT COMMERCIALLY ZONED PROPERTIES. A PORTION OF IT INCLUDES A FUTURE PUBLIX PLAZA AND ADJACENT FUTURE COMMERCIAL PARCELS. PALM BAY POINTE EAST CONSISTS OF ALL OF THE COMMERCIAL PROPERTY ALONG THE ST. JOHNS HERITAGE PARKWAY WITHIN CPB EXCEPT FOR THE PUBLIX PLAZA. IT INCLUDES APPROXIMATELY 43 ACRES, WHICH IS A MIX OF MOSTLY VACANT FUTURE COMMERCIAL PARCELS AND EXISTING STORMWATER TREATMENT PONDS/OPEN SPACE. PALM BAY POINTE EAST IS A MASTER PLANNED COMMERCIAL DEVELOPMENT ON BOTH SIDES OF THE PARKWAY AND IS BEING PRELIMINARY PLATTED FOR 14 COMMERCIAL LOTS LABELED CE1 THROUGH CE14. PLEASE NOTE BOTH D-2 AND D-3 COULD BE MODIFIED TO BE COMMERCIAL LOTS IN THE FUTURE.

DEVELOPER:
JEREMY GOROVITZ
KIMAYA, LLC
5200 VINELAND ROAD SUITE 200
ORLANDO, FL 32811
TEL: (407) 619-1096

SURVEYOR:
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.
5445 MURRELL ROAD, UNIT 101
ROCKLEDGE, FL 32955
TEL: (321) 8064171
EMAIL: BOB@HORIZONSURVEYORS.COM

CIVIL ENGINEER:
JAKE T. WISE, P.E.
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FLORIDA 32935
TEL: (321) 610-1760
E-MAIL: JWISE@CEGENGINEERING.COM

SITE DATA:
ZONING CLASSIFICATION: PUD
FUTURE LAND USE: COM (COMMERCIAL)
FLOOD ZONE: X & A PER MAP 12009C0670G AND 12009C0690G DATED 3/17/14
TAX ID: 3000210, 3000211, 3000212, 3009330

CALCULATED STORMWATER BASIN COVERAGE (PERMITTED):

	SF	ACRE	PERCENT
TOTAL IMPERVIOUS:	1,496,526	34.37	80
TOTAL PERVIOUS:	374,131	8.58	20
TOTAL:	1,870,657	42.95	100

LEGEND:

- COMMERCIAL
- EXISTING STORMWATER TREATMENT POND
- EXISTING OPEN SPACE
- EXISTING STORM POND THAT CAN BE FUTURE COMMERCIAL LOT
- PROJECT BOUNDARY

120' 0' 120' 240'

PALM BAY POINTE EAST	10/04/23	PBP-E1

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel. 321.253.1221
www.cegengineering.com
COA #0008097

PROPOSED ZONING GUIDELINES:

1. MINIMUM LOT AREA: 15,000 SF
2. MINIMUM LOT WIDTH: 40 FEET
3. MINIMUM LOT DEPTH: 120 FEET
4. MAXIMUM BUILDING COVERAGE: 60%
5. MAXIMUM HEIGHT: 60 FEET
   ADDITIONAL BUILDING HEIGHT MAY BE PERMITTED, SUBJECT TO THE FOLLOWING PROVISIONS:
   A. PROVIDING PUBLIC A SPACE OR PUBLIC AMENITY TOTALING 10% OF THE SITE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   B. PROVIDING UNDERSTORY PARKING TO REDUCE REQUIRED SURFACE PARKING, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   C. PROVIDE A MIXTURE OF USES, SUCH AS RESTAURANT WITH RESIDENTIAL USES ABOVE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   D. PROVIDING SHARED STORMWATER OR SHARED PARKING WITH NEIGHBORING PROPERTIES, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT. UPON APPROVAL BY THE CITY, THE SHARED AMENITY SHALL BE RECORDED AS AN EASEMENT OR AGREEMENT, IN THE PUBLIC RECORDS OF BREVARD COUNTY.
6. MINIMUM FLOOR AREA (COMMERCIAL): 300 SF
7. MINIMUM LIVING AREA (MULTIFAMILY): 500 SF
8. BUILDING SETBACK (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 15 FOOT MINIMUM
   B. SIDE INTERIOR: 15 FOOT MINIMUM
   C. SIDE CORNER: 15 FOOT MINIMUM
   D. REAR: 15 FOOT MINIMUM
   E. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE–FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE–FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
9. LANDSCAPE BUFFER/PARKING SETBACK REQUIREMENTS (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 10 FOOT MINIMUM
   B. SIDE INTERIOR: 5 FOOT MINIMUM
   C. SIDE CORNER: 10 FOOT MINIMUM
   D. REAR: 10 FOOT MINIMUM
   E. NOTWITHSTANDING, IF A SHARED DRIVE AISLE OR SHARED DRIVEWAY EXISTS ALONG A PROPERTY BOUNDARY BETWEEN TWO PARCELS, THEN IN SUCH CASE, NO SIDE SETBACK SHALL BE REQUIRED.
   F. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE–FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE–FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.
10. PARKING – MINIMUM PARKING REQUIREMENTS SHALL MEET CITY CODE REQUIREMENTS OR BE ESTABLISHED BY A PARKING ANALYSIS AND/OR PARKING STUDY ON A PROJECT–BY–PROJECT BASIS.
11. ARCHITECTURAL STANDARDS SHALL BE PER PALM BAY CITY CODE SECTION 185.184, ARCHITECTURAL STYLE REQUIREMENTS.

NOTES:

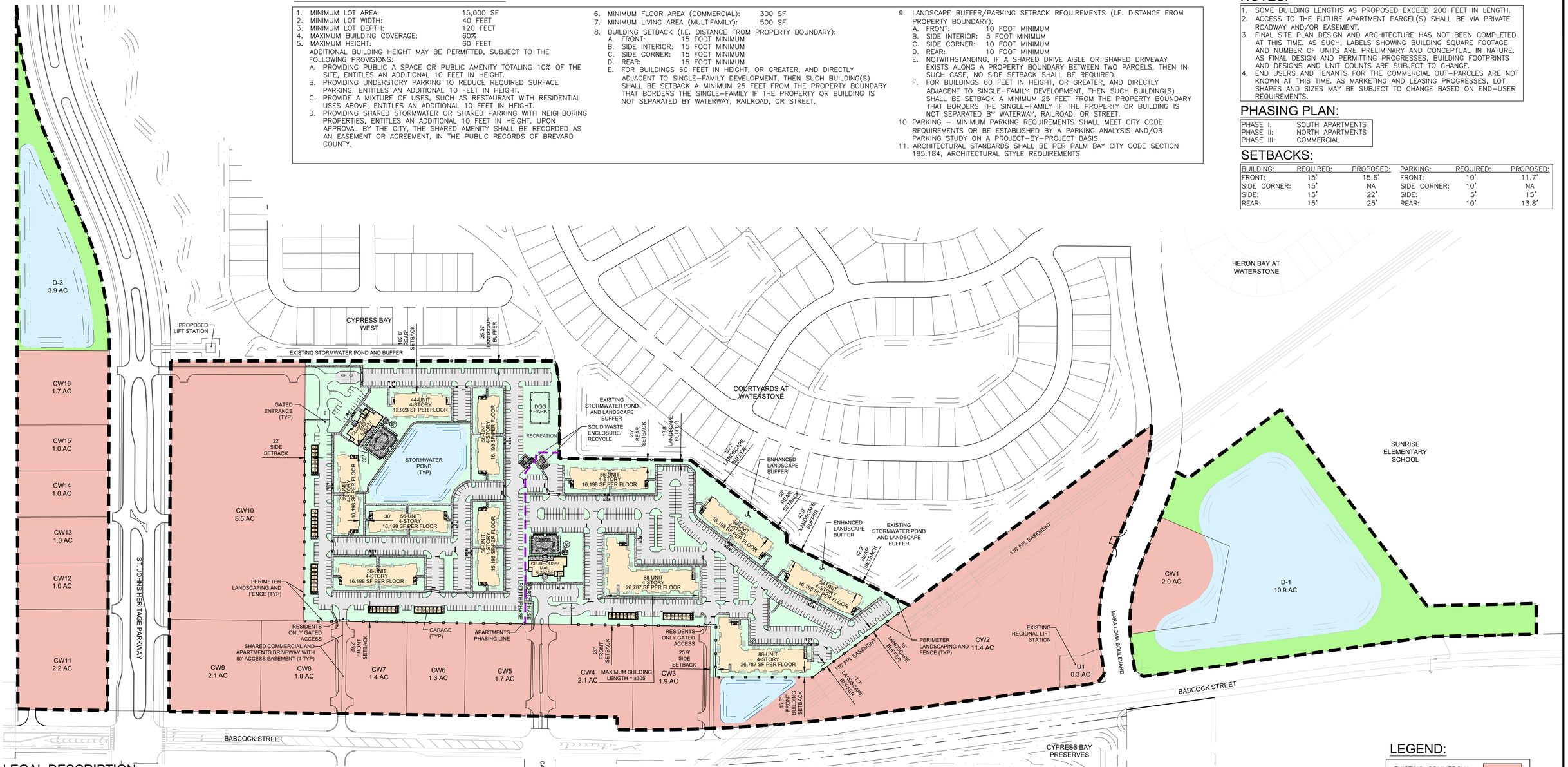
1. SOME BUILDING LENGTHS AS PROPOSED EXCEED 200 FEET IN LENGTH.
2. ACCESS TO THE FUTURE APARTMENT PARCEL(S) SHALL BE VIA PRIVATE ROADWAY AND/OR EASEMENT.
3. FINAL SITE PLAN DESIGN AND ARCHITECTURE HAS NOT BEEN COMPLETED AT THIS TIME. AS SUCH, LABELS SHOWING BUILDING SQUARE FOOTAGE AND NUMBER OF UNITS ARE PRELIMINARY AND CONCEPTUAL IN NATURE. AS FINAL DESIGN AND PERMITTING PROGRESSES, BUILDING FOOTPRINTS AND DESIGNS AND UNIT COUNTS ARE SUBJECT TO CHANGE.
4. END USERS AND TENANTS FOR THE COMMERCIAL OUT–PARCLES ARE NOT KNOWN AT THIS TIME. AS MARKETING AND LEASING PROGRESSES, LOT SHAPES AND SIZES MAY BE SUBJECT TO CHANGE BASED ON END–USER REQUIREMENTS.

PHASING PLAN:

PHASE I:	SOUTH APARTMENTS
PHASE II:	NORTH APARTMENTS
PHASE III:	COMMERCIAL

SETBACKS:

BUILDING:	REQUIRED:	PROPOSED:	PARKING:	REQUIRED:	PROPOSED:
FRONT:	15'	15.6'	FRONT:	10'	11.7'
SIDE CORNER:	15'	NA	SIDE CORNER:	10'	NA
SIDE:	15'	22'	SIDE:	5'	15'
REAR:	15'	25'	REAR:	10'	13.8'



PALM BAY POINTE WEST
PRELIMINARY DEVELOPMENT PLAN

1"=150'

LEGAL DESCRIPTION:

PARCEL 1 (WEST)

A PORTION OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING A PORTION OF TRACT "OS2", WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37–57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 FOR A DISTANCE OF 7.45 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 89.17 FEET

TO A POINT 40.00 FEET WEST, AS MEASURED BY PERPENDICULAR, OF THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100' FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E PARALLEL WITH SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 491.93 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1141.14 FEET; THENCE RUN N 00° 01' 02" E FOR A DISTANCE OF 1252.63 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 680.00 FEET, AND WHOSE CHORD BEARS N 84° 22' 36" E FOR A DISTANCE OF 151.07 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 45' 20", FOR A DISTANCE OF 151.39 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 14' 44" E FOR A DISTANCE OF 167.08 FEET; THENCE RUN N 00° 45' 16" E FOR A DISTANCE OF 428.37 FEET; THENCE RUN N 37° 33' 19" E FOR A DISTANCE OF 394.53 FEET; THENCE RUN S 89° 42' 39" E FOR A DISTANCE OF 29.22 FEET; THENCE RUN N 27° 00' 20" E FOR A DISTANCE OF 447.16 FEET; THENCE RUN N 36° 36' 51" W FOR A DISTANCE OF 983.82 FEET TO THE SOUTH RIGHT OF WAY LINE OF MARA LOMA BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY PER PLAT OF SAID WATERSTONE PLAT ONE P.U.D) ALSO BEING A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 625.00 FEET, AND WHOSE CHORD BEARS S 77° 49' 42" E FOR A DISTANCE OF 233.04 FEET; THENCE RUN THE FOLLOWING (5) COURSES, CURVES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE; (1) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21° 29' 21", FOR A DISTANCE OF 234.41 FEET TO A POINT OF TANGENCY; (2) RUN S 67° 05' 07" E A DISTANCE OF 180.56 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 650.00 FEET, AND WHOSE CHORD BEARS S 82° 28' 58" E FOR A DISTANCE OF 345.17 FEET; (3) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 47' 41", FOR A DISTANCE OF 349.36 FEET TO A POINT OF TANGENCY; (4) RUN N 82° 07' 12" E FOR A DISTANCE OF 75.01 FEET; (5) RUN S 52° 52' 48" E FOR A DISTANCE OF 35.36 FEET TO THE WEST RIGHT OF WAY LINE OF AFOREMENTIONED BABCOCK STREET; THENCE RUN THE FOLLOWING (3) COURSES, CURVES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE; (1) RUN S 07° 52' 48" E FOR A DISTANCE OF 753.13 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 5264.29 FEET, AND WHOSE CHORD BEARS S 03° 33' 46" E FOR A DISTANCE OF 792.58 FEET; (2) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 38' 04", FOR A DISTANCE OF 793.33 FEET TO A POINT OF TANGENCY; (3) RUN S 00° 45' 16" W A DISTANCE OF 27.94 FEET; THENCE RUN N 89° 14' 44" W FOR A DISTANCE OF 40.00 FEET TO A POINT BEING 40.00 FEET WEST, AS MEASURED BY PERPENDICULAR, OF THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET; THENCE RUN S 00° 45' 16" W PARALLEL WITH SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1460.04 FEET TO THE POINT OF BEGINNING. CONTAINING 60.005 ACRES, MORE OR LESS.

AND:

PARCEL 2 (WEST)

A PORTION OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING A PORTION OF TRACT "OS2", WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37–57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 FOR A DISTANCE OF 7.45 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 89.17 FEET TO A POINT 40.00 FEET WEST, AS MEASURED BY PERPENDICULAR, OF THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100' FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E PARALLEL WITH SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.92 FEET; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1174.30 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET AND WHOSE CHORD BEARS S 78° 39' 00" W FOR A DISTANCE OF 403.49 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 16' 41", FOR A DISTANCE OF 406.28 FEET TO A POINT OF TANGENCY; THENCE RUN S 67° 00' 40" W FOR A DISTANCE OF 328.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1200.00 FEET AND WHOSE CHORD BEARS S 78° 26' 39" W FOR A DISTANCE OF 475.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 51' 58", FOR A DISTANCE OF 478.91 FEET TO A POINT ON THE SOUTH LINE OF PARCEL B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3480, PAGE 685 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE RUN N 89° 52' 38" E ALONG THE SOUTH LINE OF SAID PARCEL B FOR A DISTANCE OF 2244.96 FEET TO THE POINT OF BEGINNING; CONTAINING 11.894 ACRES, MORE OR LESS.

AND

PARCEL 3 (WEST)

ALL OF TRACTS S.M.T. – 2 (STORMWATER MANAGEMENT TRACT) AND "OS1", WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 37 THROUGH 57 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; CONTAINING 12.851 ACRES MORE OR LESS.

SITE INFORMATION

GENERAL STATEMENT:

THE PROPOSED PROJECT IS A PORTION OF THE PREVIOUSLY APPROVED WATERSTONE MIXED USE PUD AND IT CONSISTS OF MASTER PLANNING APPROXIMATELY 85 ACRES INCLUDING OVER 57 ACRES OF FUTURE COMMERCIAL AND LESS THAN 28 ACRES REQUESTING A FUTURE LAND USE CHANGE TO NEIGHBORHOOD CENTER. THIS WOULD ALLOW CLASS 'A' APARTMENTS AS PROPOSED. THE APARTMENTS WOULD SUPPORT THE FUTURE COMMERCIAL DEVELOPMENT. THIS CHANGE IS A GREAT TRANSITIONAL ZONING FROM SINGLE FAMILY TO COMMERCIAL AND IS A SIGNIFICANT REDUCTION IN DENSITY.

DEVELOPER:
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5200 VINELAND ROAD SUITE 200
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SURVEYOR:
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EMAIL: BOB@HORIZONSURVEYORS.COM

CIVIL ENGINEER:
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2651 EAU GALLIE BLVD, SUITE A
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ARCHITECT:
GLEN BAURHYTE
FORUM ARCHITECTURE AND INTERIOR DESIGN, INC.
237 S. WESTMONTE DRIVE, SUITE 220
ALTAMONTE SPRINGS, FL 32714
TEL: (407) 830–1400

LOCATION:
TAX ID: 3000215, 3000216, 3010920, 3010940, 3011110, 3011111, 3027842, 3027881

SITE DATA:
ZONING CLASSIFICATION: PUD
EXISTING FUTURE LAND USE (FLU): COMMERCIAL (84.75)
PROPOSED PARTIAL FLU: NC–NEIGHBORHOOD CENTER (27.72 AC)
DENSITY: 25 UNITS/ACRE WITH BONUS UP TO 30 UNITS/ACRE
FLOOD ZONE: X & A PER MAP 12009C0670G AND 12009C0690G DATED 3/17/14
PROPOSED NEIGHBORHOOD CENTER FLU: ±27.72 AC
PROPOSED COMMERCIAL FLU: ±57.03 AC
TOTAL PROJECT AREA: ±84.75 AC
SOUTH MULTIFAMILY UNITS: 324
NORTH MULTIFAMILY UNITS: 344
TOTAL MULTIFAMILY UNITS: 668

DENSITY:
27.72 ACRES X 25 UNITS = 693 UNITS
NOTE: BONUS DENISTY OF UP TO 30 U/A = 831 UNITS
PROPOSED: 668 UNITS

COMMON RECREATION AND OPEN SPACE CALCULATION (RESIDENTIAL):
NEIGHBORHOOD CENTER AREA: 27.72 AC X 25% = 6.93 AC

COMMON RECREATION AND OPEN SPACE CALCULATION (COMMERCIAL):
NEIGHBORHOOD CENTER AREA: 57.03 AC X 25% = 14.26 AC

DISTANCE BETWEEN BUILDINGS:
MINIMUM BETWEEN 4 STORY = 30 FEET
MINIMUM BETWEEN 1 AND 4 STORY = 30 FEET

BUILDING LENGTH:
MAXIMUM BUILDING LENGTH PROPOSED = 305 FEET

BUILDING HEIGHT:

PROPOSED HEIGHT:	
APARTMENT BUILDINGS:	±59 FEET
CLUBHOUSES:	±28 FEET
GARAGES:	±15 FEET
SOLID WASTE COLLECTION:	±12 FEET

SOUTH PARKING SPACE CALCULATIONS:
284–ONE AND TWO BEDROOM UNITS X 1.5 = 426 SPACES
40–THREE BEDROOM UNITS X 2 = 80 SPACES
TOTAL REQUIRED: 506 INCLUDING 11 HANDICAP SPACES
PROVIDED: 559 INCLUDING 13 HANDICAP SPACES

NORTH PARKING SPACE CALCULATIONS:
320–ONE AND TWO BEDROOM UNITS X 1.5 =480 SPACES
24–THREE BEDROOM UNITS X 2 = 48 SPACES
TOTAL REQUIRED: 528 INCLUDING 11 HANDICAP SPACES
PROVIDED: 592 INCLUDING 12 HANDICAP SPACES

LOT COVERAGE:	SF	ACRE	PERCENT
TOTAL IMPERVIOUS:	2,768,874	63.56	75
TOTAL PERVIOUS:	922,958	21.19	25
TOTAL:	3,691,832	84.75	100

DRAINAGE:
PALM BAY POINTE WEST IS PART OF WATERSTONE MASTER STORMWATER TREATMENT PLAN WITH A MIX OF ON–SITE AND OFF–SITE INTERCONNECTED STORMWATER TREATMENT PONDS.

LEGEND:

- EXISTING COMMERCIAL TO REMAIN
- PROPOSED NEIGHBORHOOD CENTER
- STORMWATER TREATMENT POND
- EXISTING GREEN SPACE TO REMAIN
- PROJECT BOUNDARY
- APARTMENTS PHASING
- FENCE

150' 0' 150' 300'

PALM BAY POINTE WEST	10/04/23	PBP-W1

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Tel. 321.253.1221
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COA #0008097

The City of Palm Bay Florida

CITIZEN PARTICIPATION PLAN REPORT

Applicant should follow established Citizen Participation Plan as specified in §169.005 CITIZEN PARTICIPATION PLANS.

CASE DETAILS

Applicant Name:	Jake Wise, PE- Construction Engineering Group
Project Name:	Palm Bay Pointe East
Case Type:	FDP
Case Description:	Seeking a FDP for +/- 43 acres
Intended Month of Submission:	June

INFORMATION ON THE CITIZEN PARTICIPATION PLAN MEETING

Notice to the Public (Date):	6/10/23
Date CPP was Held:	6/20/23
Location of the Meeting:	Holiday Inn Express & Suites' meeting room located 1206 Malabar Road SE; Palm Bay, FL 32907 at 6:30 pm
Number of Attendees:	+/- 14

The City of Palm Bay Florida

DENOTE ANY ADVERSE COMMENTS/COMPLAINTS/ CONCERNS/ ISSUES RECEIVED AND DESCRIBE RESOLUTION OR PROVIDE JUSTIFICATION IF THE APPLICANT IS UNABLE OR UNWILLING TO ADDRESS THE ISSUE:

	Comments	Resolution	Justification if the applicant is unable or unwilling to address the issue
	Have you already begun construction at the South of the site?	Currently the Publix Site (not our project) is being utilized for staging on the Babcock Road Widening project.	
	The larger acreage site at 12.3 acres…What will that be?	We don't have anyone signed on for this site but could be any number of uses depending on the market. Medical Office, its too early to tell.	
	Will there be height, lighting, and sound barriers incorporated?	Our project will abide by whatever is in the code including landscape buffers such as hedges, trees.	A Photometric plan showing no light permeating off the property, as in a stadium, is required to be submitted.
	Will this larger site be a gas station?	Gas stations are typically 1-2 acres.	
	Will there be a light at the intersection of Capital and St. Johns?	This doesn't meet the warrant however it is prepared to receive one if need be in the future.	
	What is your timeline?	We are currently looking at potentially August, September approvals.	We will continue to meet with commercial end-users and interested parties to determine this.
	What will the construction work hours be?	The city has set restrictions that we will abide by.	
	Will St. Johns extend further East?	Yes, someday but not this project. That will be the Emerald Lakes project.	
	Is there a change in who's developing the Emerald Lakes Project?	There is a different team looking at that project. Again different project and developer.	
	Will there be any roads closing?	Most likely not for safety reasons. The project will be done parcel by parcel most likely scenario.	
	There exists currently a sidewalk south of St/ Johns. Will this be extended?	Yes, as the project gets constructed so to not destroy the sidewalks in the process.	
	Are you associated with the project west of Babcock?	Yes, and this is still in the approval process.	
	Are you going right into approval for Public Hearings?	We start with both an FDP and pre-plat. The final Plat may not involve a public hearing.	
	Is there a timeline on everything being built?	This is difficult to assess at this time.	
	Is the canal being widened at Cypress?	No, this will stay the same.	
	Where are the entrances to Publix?	Jake Wise points out three access locations on the concept plan.	

The City of Palm Bay Florida

LIST OF ATTENDEES

Number	Name of attendee	Number	Name of attendee
1.	Stephanie Zirena	2.	Russell Smith
3.	Monica King	4.	Timothy Vanasdale
5.	Linda Graham	6.	Geraldo Crooke
7.	Peter Ringman	8.	Perry Cartwright
9.	Andre Luders	10.	Anthony Gillard
11.	Anthony Davis	12.	Yomary Abu
13.	Kisha Ford Torres	14.	
15.		16.	
17.		18.	
19.		20.	
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23.		24.	
25.		26.	
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43.		44.	
45.		46.	
47.		48.	
49.		50.	

The City of Palm Bay Florida

ADDITIONAL DOCUMENTS REQUIRED WITH CITIZEN PARTICIPATION PLAN REPORT SUBMISSION

1. Copy of notice sent (separate attachment)
   - All the property owners within a 500-foot radius of the subject parcel shall be informed about the meeting date, time, location, and project.
2. Material distributed or presented at the meeting (separate attachment)

I hereby certify that information provided as part of this report is correct.

Signature

Jake Wise, PE- Construction Engineering Group

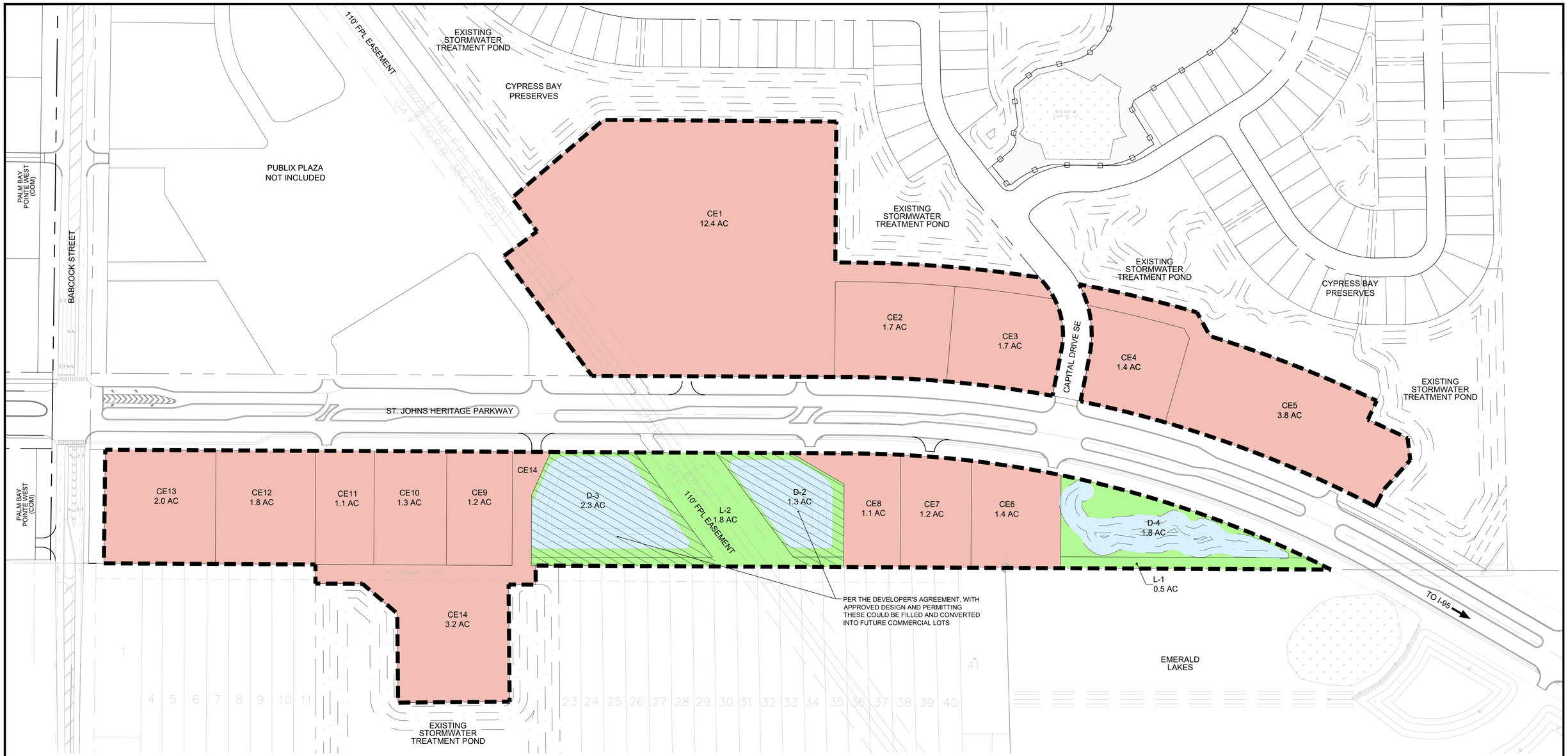
Typed Name and Title

7.25.23

Date

Palm Bay Pointe East
Date: 6/20/2023
Time: 6:30- 7:00pm

NAME	ADDRESS	Email (Optional)
Stefanie Zirena	3890 Foggy Mist Rd	
Russell Smith	3850 Foggy Mist Rd SE	G. smith07@icloud.com
Monica King	1703 Farmhouse Rd SE Palm Bay, FL 32909	monicaking9701@verizon.net
Timothy Doreen Vanasdale	3950 Foggy Mist rd. SE	US1doc@yahoo.com
Linda Graham	3909 Foggy Mist Rd SE Palm Bay, FL 32909	britney0936@msn.com
GERALDO CROOKE	3920 FOGGY MIST RD SE PALM BAY, FL 32909	geraldo.crooke@gmail.com
Peter Bingman	3569 Foggy MIST RD SE Palm Bay FL 32909	Jodi.and.peterbing@yahoo.com
PERRY CARTWRIGHT	3969 FOGGY MIST RD SE PALM BAY, FL 32909	perry.s.cartwright@gmail.com
Andre LuDERS		ludersab@gmail.com
Anthony Gilliard	3938 GARDENWOOD cir, GRANT FL 32949	AMALF2525@gmail.com
Anthony DAVIS	3510 Foggy Mist Rd SE Palm Bay, 32909	docad336@spectrum.net
Jomary ABU	3939 Foggy Mist Rd SE PalmB 32909	yomabeve2046@gmail.com
Kisha Ford Torres	3800 Foggy Mist RD SE Palm Bay 32909	Kford05@yahoo.com



PALM BAY POINTE EAST
FINAL DEVELOPMENT PLAN

1"=120'

LEGEND:

- COMMERCIAL
- EXISTING STORMWATER TREATMENT POND
- EXISTING OPEN SPACE
- EXISTING STORM POND THAT CAN BE FUTURE COMMERCIAL LOT
- PROJECT BOUNDARY

120' 0' 120' 240'

SITE INFORMATION:

GENERAL STATEMENT:

CYPRESS BAY PRESERVES (CBP) IS LOCATED EAST OF BABCOCK STREET AND NORTH AND SOUTH OF THE ST. JOHNS HERITAGE PARKWAY CONSISTING OF A PREVIOUSLY APPROVED MASTER PLAN WITH A MIX OF SINGLE FAMILY RESIDENTIAL THAT IS CURRENTLY COMPLETED OR UNDER CONSTRUCTION AND VACANT COMMERCIALLY ZONED PROPERTIES. A PORTION OF IT INCLUDES A FUTURE PUBLIX PLAZA AND ADJACENT FUTURE COMMERCIAL PARCELS. PALM BAY POINTE EAST CONSISTS OF ALL OF THE COMMERCIAL PROPERTY ALONG THE ST. JOHNS HERITAGE PARKWAY WITHIN CPB EXCEPT FOR THE PUBLIX PLAZA. IT INCLUDES APPROXIMATELY 43 ACRES, WHICH IS A MIX OF MOSTLY VACANT FUTURE COMMERCIAL PARCELS AND EXISTING STORMWATER TREATMENT PONDS/OPEN SPACE. PALM BAY POINTE EAST IS A MASTER PLANNED COMMERCIAL DEVELOPMENT ON BOTH SIDES OF THE PARKWAY AND IS BEING PRELIMINARY PLATTED FOR 14 COMMERCIAL LOTS LABELED CE1 THROUGH CE14. PLEASE NOTE BOTH D-2 AND D-3 COULD BE MODIFIED TO BE COMMERCIAL LOTS IN THE FUTURE.

DEVELOPER:
JEREMY GOROVITZ
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CIVIL ENGINEER:
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TEL: (321) 610-1760
E-MAIL: JWISE@CEGENGINEERING.COM

ZONING CLASSIFICATIONS: PUD
FUTURE LAND USE: COM (COMMERCIAL)
FLOOD ZONE: X & A PER MAP 12009C0670G AND 12009C0690G DATED 3/17/14
TAX ID: 3000210, 3000211, 3000212, 3009330

PROPOSED BUILDING SETBACKS:

FRONT:	20'
SIDE INTERIOR:	10'
SIDE CORNER:	20'
REAR:	20'

CALCULATED STORMWATER BASIN COVERAGE (PERMITTED):

	SF	ACRE	PERCENT
TOTAL IMPERVIOUS:	1,496,526	34.37	80
TOTAL PERVIOUS:	374,131	8.58	20
TOTAL:	1,870,657	42.95	100

PALM BAY POINTE EAST	6/29/23	PBP-E

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PALM BAY POINTE EAST – NARRATIVE AND JUSTIFICATION STATEMENT

PRELIMINARY DEVELOPMENT PLAN AND FINAL DEVELOPMENT PLAN

Palm Bay Pointe East (the "Project") is a +/- 43-acre project proposed to be a mix of neighborhood commercial uses. The subject commercial land was part of the Cypress Bay Preserves Master Plan which is a large Planned Unit Development (PUD). The Project is situated east of Babcock Street and on the north and south sides of St. Johns Heritage Parkway and will serve the neighborhood's commercial needs for the residential homes that are in planning, construction and recently completed in the area. The north parcels are located both east and west of Capital Drive SE. The PUD is adjacent to Emerald Lakes on its eastern boundary.

The Comprehensive Plan Future Land Use Element designates the entire Project with a Commercial Land Use designation, so the Final Development Plan (FDP) is consistent with the requirements of the Comprehensive Plan of the City of Palm Bay. The zoning is designated as PUD. This FDP proposes to subdivide the 43-acre commercial tract into commercial parcels of various shapes and sizes to accommodate a variety of neighborhood commercial users. Substantial infrastructure has already been constructed to serve the Project including master stormwater retention (including ponds, structures and piping), offsite roadway improvements (including curb cuts, median cuts and turn lanes), water and wastewater infrastructure, and a substantial amount of earthwork and grading.

Anticipated uses may include a mix of neighborhood commercial uses including but not limited to restaurants, retail, medical, dental, financial institutions, office space, church and faith-based institutional uses, charter school(s), daycare(s), and a variety of service-type commercial uses. The approval of this FDP is needed such that commercial lots can be delineated and created and so end-users may begin submitting for site plan approval and building permits.

Property Owner: Kimaya, LLC

Applicant: Kimaya, LLC

Existing Zoning: Planned Unit Development (PUD)

Future Land Use: The underlying Land Use per the Comprehensive Plan is Commercial.

Request: The Applicant is seeking to create a PDP/FDP for the subject site dividing the site into individual parcels which will allow retailers and end-users to submit for engineering and building permits.

Development Schedule Palm Bay Pointe East
Updated 8.8.23

	Palm Bay Pointe East	
	Phase 3	**Commercial**
1	Start	Q1 2025
	Horizontal Construction	3 Months
	Vertical Construction	11 Months
	First Certificate of Occupancy	Q2 2026

	Palm Bay Pointe East
	Open Space
2	Open space will be alotted for and built in conjunction with each phase per the construction schedule above.

*Subject to Change based on project approvals and market conditions.

Prepared by and return to:
Matthew W. McMurtrey, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS?

(Palm Bay Pointe East)

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into on this ___ day of _____, 2023 (the "Effective Date"), by **KIMAYA, LLC**, a Delaware limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, FL 32811 ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the fee simple owner of certain real property located in the City of Palm Bay (the "**City**"), Brevard County, Florida, known as Palm Bay Pointe East, and being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "**Property**"). Declarant may in the future transfer ownership of Tracts D-2, D-3, D-4, L-2, CE1, CE2, CE3, CE4, CE5, CE6, CE7, CE8, CE9, CE10, CE11, CE12, CE13 and CE14 to third parties (each of Tracts D-2, D-3, D-4, L-2, CE1, CE2, CE3, CE4, CE5, CE6, CE7, CE8, CE9, CE10, CE11, CE12, CE13 and CE14 is referred to herein as a "**Tract**," and the owners of each Tract are referred to herein as "**Owners**" or "**Tract Owners**") as shown on the Plat of Palm Bay Pointe East attached hereto and incorporated herein by this reference as **Exhibit "B"** (the "**Plat**");

WHEREAS, Declarant intends to develop the Property in accordance with the Plat;

WHEREAS, the Tracts are intended to share the use of: (i) paved access, roadways, driveways, curbs and sidewalks, (ii) parking areas, (iii) sanitary sewer system, including but not limited to sanitary sewer force mains and lift stations, (iv) integrated stormwater, drainage and retention systems, (v) water, gas, electricity, telephone, fiber optics, and cable systems, (vi) signage and (vii) grading and construction (collectively, the "**Project Infrastructure**");

WHEREAS, Declarant has determined that the ownership, use and enjoyment of the Property would be enhanced by the granting of certain easement rights related to the construction, use, maintenance, repair and replacement of the Project Infrastructure; and

WHEREAS, Declarant desires to subject the Property to the easements, covenants, restrictions and other provisions of this Declaration, and thereby establish certain rights, duties, easements, appurtenances, interests and benefits related to the Property and Project Infrastructure and applicable to the Tract Owners.

NOW, THEREFORE, for and in consideration of the premises hereof and the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, stipulate and agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are true and correct and are hereby incorporated into the text of this Declaration.

2. **Access Easement**. Declarant, as the owner of Property, for itself and its successors and assigns, does hereby declare, establish, and grant to the Tract Owners, for the benefit of such Tract Owners, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Property, as an appurtenance to and for the benefit of each Tract, and each and every portion thereof, a perpetual, non-exclusive easement (the "**Access Easement**") on, over, across and through the roadways, curbs, sidewalks, and other roadway improvements (collectively, the "**Roadway Improvements**") to be constructed or as situated on the Property, for the purposes of providing pedestrian and vehicular traffic (including without limitation construction and delivery vehicles and equipment) ingress, egress and regress to, from and between the Tracts and all public roadways adjacent to any or all of the Tracts. No barriers of any kind, including but not limited to fences and walls, shall be constructed or maintained on the Access Easement that would restrict the use of the Access Easement. The Roadway Improvements within each Tract shall be constructed, maintained, repaired and replaced by the Owner of each Tract, at their sole cost and expense, in a good and workmanlike manner and in accordance with the requirements of all applicable governmental authorities. All proposed access points to an Owner's Tract shall be set forth on the Owner's site plan and shall be subject to the site plan approval provisions of Section 10 below.

4. **Sanitary Sewer Easement**. Declarant, as the owner of Property, for itself and its successors and assigns, does hereby declare, establish, and grant, to the Tract Owners, for the benefit of such owners, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Tracts, as an appurtenance to and for the benefit of the Tracts, and each and every portion thereof, a perpetual, non-exclusive easement (the **"Sanitary Sewer Easement**") on, over, under, across and through the sanitary sewer force mains, pipes, lift stations, and other sanitary sewer improvements located on the Property, including but not limited to any lift stations located on the Property (the "**Sanitary Sewer Facilities**"), as more particularly described and depicted on **Exhibit "C"** (the "**Sanitary Sewer Easement Area**") for the purposes of the installation, operation, use, maintenance, repair and replacement of the Sanitary Sewer Facilities within the Sanitary Sewer Easement Area. The Sanitary Sewer Facilities within each Tract shall be constructed, maintained, repaired and replaced by the Owner of each Tract, at their sole cost and expense, in a good and workmanlike manner and in accordance with the requirements of all applicable governmental authorities.

5. **Grant of Stormwater Easement**.

(a) Grant of Easement. Declarant may construct and install on the Property an integrated and comprehensive stormwater drainage and retention system (the "**Stormwater Facilities**"), including certain stormwater transmission lines and stormwater facilities located on

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Tracts D-2, D-3, D-4 and L-2 as depicted on the Plat (the "**Declarant Stormwater Tracts**"), to serve the Property, for drainage and retention of stormwater from each Tract. To the extent that Declarant does not construct and install all necessary Stormwater Facilities for any or all of the individual Tracts, each individual Tract Owner shall be responsible for constructing and installing the Stormwater Facilities necessary to serve such Tract Owner's Tract, including the costs of design, permitting, construction and tying into the SWMS and any additional drainage/retention required by any governmental authority on each individual Tract. Declarant, for itself and its successors and assigns, does hereby declare, establish, and grant, to the Owners of each Tract, for the benefit of each Tract, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Tracts, as an appurtenance to and for the benefit of each Tract, and each and every portion thereof, a perpetual, non-exclusive drainage, retention, detention and flowage easement through the Property and into the Stormwater Facilities (the "**Stormwater Easement**"). The location of the Stormwater Easement shall be as specified in the City's approval of final engineering and utility plans for the Stormwater Facilities. The Stormwater Facilities situated within each Tract shall be maintained, repaired and replaced by the Owner of each Tract, at their sole cost and expense, in a good and workmanlike manner and in accordance with the requirements of all applicable governmental authorities. In addition, each Tract Owner shall pay such Owner's pro rata share (the "**Pro-Rata Share**") of the repair and maintenance costs of the Declarant Stormwater Tracts, as calculated by using the total acreage of such Tract Owner's Tract as the numerator, and by using the total acreage of all Tracts (except for the Declarant Stormwater Tracts) as the denominator.

(b) Water Management District Requirements.

(i) Declarant, its successors or assigns, or any individual Tract Owner's as specified in Section 5(a) above, will cause the surface water management system for the Property, including but not limited to all ponds, swales, drainage lines, drainage pipes and other drainage facilities required for the proper drainage of the Property in accordance with the requirements of the applicable Water Management District permit(s) issued with respect to the Property (which shall be enforceable by such Water Management District (the "**District**") to the extent provided by law), and shall specifically include any portions of the Property designated for drainage or stormwater management purposes herein, on any Plat or in any Supplemental Declaration or amendment to this Declaration (the "**Surface Water Management System**" or "**SWMS**") to be constructed within the Property and, to the extent required, on adjacent property. The SWMS is part of the overall drainage plan for the Property encumbered by this Declaration. If, as of the date of this Declaration, a Municipal Services Benefit Unit ("**MSBU**") has not been approved and established by the City for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the SWMS, Declarant, Tract Owners, or Declarant's designee shall be responsible for such functions. However, if and when such an MSBU is created, the City shall be responsible for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the SWMS. Maintenance of the SWMS shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair, reconstruction or replacement of the SWMS shall be as permitted, or if modified, as approved by the District. The City shall have unobstructed ingress to and egress from all portions of the SWMS at all reasonable times to maintain said drainage improvements in a manner consistent with its

responsibilities as provided herein. No Tract Owner shall cause or permit any interference with such access and maintenance.

(ii) Unless and until an MSBU is created for such purpose, each Tract Owner which becomes the owner of a Tract shall maintain at its sole cost and expense all portions of the SWMS which are located on such Tract Owner's Tract and which have not been conveyed to the City, and such Tract Owner shall have the right (but not the obligation) to perform enhanced maintenance, if it so desires, of any portions of the SWMS which have been conveyed to the City. No person, entity, nor Tract Owner shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District and Declarant.

(iii) Declarant or the Tract Owners may have constructed drainage swales or berms upon some or all of the Tracts for the purpose of managing and containing the flow of excess surface water, if any, found upon such Tract from time to time. Notwithstanding any provision of this Declaration to the contrary, each Tract Owner shall be responsible for the maintenance, operation and repair of the swales on its Tract in good and workman like order, as applicable, at its sole cost and expense. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale or berm shall be authorized and any damage to any drainage swale or berm, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale or berm returned to its former condition as soon as possible by the Tract Owner(s) of the Tract(s) upon which the drainage swale or berm is located. Should any Tract Owner fail to sufficiently maintain such swale or berm, Declarant or any other Tract Owner approved by Declarant shall have the authority to maintain the same and the cost of such maintenance shall be assessed as an individual assessment against and become a debt of the said Owner and shall become immediately due and payable as provided for in Section 12 below.

(iv) Unless and until an MSBU is created for maintenance, operation and repair, and if necessary, reconstruction or replacement of the SWMS, the City shall have an emergency access easement to and over the SWMS within the Property in the event that inadequate maintenance thereof creates a hazard to the public health, safety, and general welfare. However, this emergency access easement does not impose any obligation, burden, responsibility or liability upon the City to enter upon the SWMS within the Property to take any action to repair or maintain the SWMS unless the same is dedicated to the City and the City assumes the responsibility to take such action or maintenance.

6. **Utilities Easement**. Declarant, as the owner of Property, for itself and its successors and assigns, does hereby declare, establish, and grant, to the Tract Owners, for the benefit of such owners, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Tracts, as an appurtenance to and for the benefit of the Tracts, and each and every portion thereof, a perpetual, non-exclusive access, maintenance and construction easement over the Property (the "**Utilities Easement**") for electricity, water, gas, telephone, fiber optics and cable systems (the "**Utilities Improvements**") through and over the Property to serve each Tract in the

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areas designated on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Utilities Easement Area"**). The Utilities Improvements to be situated within each Tract shall be constructed by the Owner of each Tract, at their sole cost and expense, in a good and workmanlike manner and in accordance with the requirements of all applicable governmental authorities.

7. Grading and Construction Easement. Declarant hereby reserves unto itself a temporary grading and construction easement for the purpose of performing construction, grading, and maintenance work and activities on, across, under and through the Tracts. Notwithstanding the foregoing, Declarant shall not be obligated to perform any construction, grading or maintenance work or activities on the Tracts other than as specifically provided in other Sections of this Agreement.

8. Reimbursement of Construction Costs. Nothing set forth in this Declaration shall impose an obligation on the part of Declarant to construct or install any Project Infrastructure within the Property. Notwithstanding the foregoing, in the event Declarant does install any portion of the Project Infrastructure within the Property, each Tract Owner shall reimburse Declarant for their "Pro-Rata Share" of the costs and expenses associated with the Declarant's construction, whether such construction occurs prior to or after the Effective Date of a Tract Owner taking title to one of the Tracts (or a portion thereof) of Property herein, of any Project Infrastructure within the Property (the "**Shared Costs**") within thirty (30) days following any Declarant's written request of any such request and reasonable supporting documentation evidencing expenditures and allocations for the Shared Costs. Should any Tract Owner fail to pay its Pro-Rata Share (as defined below) of the Shared Costs within thirty (30) days following such Tract Owner's receipt of any such request and reasonable supporting documentation evidencing expenditures and allocations for the Shared Costs, failing which the amount due from any Tract Owners, as applicable, shall bear interest at the rate of ten percent (10.0%) per annum from the due date until paid, and Declarant shall be entitled to record among the Public Records of Brevard County, Florida, a claim of lien against the Tract of such defaulting Tract Owner, as applicable. Such claim of lien shall be effective and have priority as of the date recorded, shall secure all amounts owed by the defaulting Tract Owner, as applicable, to Declarant hereunder (including but not limited to reasonable attorneys' fees and costs incurred in the collection thereof) and may be foreclosed according to law. Each Tract Owner's pro rata share (the "**Pro-Rata Share**") shall be calculated by using the total acreage of such Tract Owner's Tract as the numerator, and by using the total acreage of all Tracts (except for Tracts D-2, D-3, D-4 and L-2) which do not contain retention and detention facilities as the denominator.

9. Signage Plan Approval. Each Tract Owner shall have the right to place one monument sign on their Tract, in accordance with City of Palm Bay requirements. So long as Declarant owns a Tract, Declarant shall have the right to review and approve all monument and building signage plans, in Declarant's reasonable discretion, prior to the submission of such signage plan to the City. Declarant shall have fifteen (15) days from receipt of the signage plan to approve or disapprove of the signage plan, and in the case of disapproval shall provide the reasons for such disapproval in writing to Tract Owner within such fifteen (15) day period. Failure of the Declarant to provide a response to the signage plan submittal shall be deemed Declarant's approval of such signage plan. Upon receipt of written disapproval from the Declarant, Tract Owner shall then correct its signage plan and provide such corrected signage plan to Declarant for approval. Upon final written approval by Declarant, Tract Owner may submit its signage plan to the City.

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10. **Site Plan Approval**. So long as Declarant owns a Tract, Declarant shall have the right to review and approve all site plans for development of an Owner's Tract, in Declarant's reasonable discretion, prior to the submission of such site plan to the City. Such site plans shall include elevations and architectural drawings. Declarant shall have thirty (30) days from receipt of the site plan from Tract Owner to approve or disapprove of the site plan, and in the case of disapproval shall provide the reasons for such disapproval in writing to Tract Owner within such thirty (30) day period. Upon receipt of written disapproval from the Declarant, Tract Owner shall then correct its site plan and provide such corrected site plan to Declarant for approval. Upon final written approval by Declarant, Tract Owner may submit its site plan to the City.

11. **Administrative Charge**. Prior to or simultaneous to the closing of the purchase and sale of each Tract from the Declarant to a purchaser of a Tract hereunder, the purchaser of such Tract shall pay to Declarant a one-time administrative charge, calculated by multiplying the amount of $27,750.00 by the total number of acres (including partial acres) included in the Tract.

12. **Self-Help**.

(a) Upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by another Owner or Declarant (including the breach by an Owner of its duty to maintain and repair any and all components of the Project Infrastructure located on or under such Owner's Tract as required by this Declaration), unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion, Declarant (or an Owner which has obtained the consent of Declarant to undertake a cure hereunder) (the "**Curing Owner**") shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner (the "**Cure Work**"). Upon the Curing Owner's delivery to the defaulting Owner of a request for reimbursement and supporting documentation evidencing the reasonable expenditures incurred in connection with the performance of the Cure Work (the "**Cure Costs**"), the defaulting Owner shall reimburse the Curing Owner for the Cure Costs within thirty (30) days following such defaulting Owner's receipt of such request and supporting documentation. Should the defaulting Owner(s) fail to pay the Cure Costs within the time period set forth above, the respective unpaid amounts shall bear interest at the rate of ten percent (10.0%) per annum from the due date until paid, and Declarant shall be entitled to record among the Public Records of Brevard County, Florida, a claim of lien against the Tract of such defaulting Tract Owner, as applicable. Such claim of lien shall be effective and have priority as of the date recorded, shall secure all amounts owed by the defaulting Tract Owner, as applicable, to Declarant hereunder (including but not limited to reasonable attorneys' fees and costs incurred in the collection thereof) and may be foreclosed according to law. Declarant hereby grants to the Owners, and reserves unto itself a nonexclusive easement and right of ingress and egress in, under, over and across any Tract, as may be reasonably necessary for the purpose of performing the Cure Work.

(b) Prior to any Owner's, and their successors, assigns, employees, contractors, agents and licensees (collectively, the "**Entry Parties**"), entry onto any portion of another Tract for the purpose of performing Cure Work, the applicable non-defaulting owner shall deliver to the defaulting owner a policy of commercial general liability insurance with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate, insuring the

defaulting owner as an additional insured, against injuries or damages to persons or property that may result from or are related to (i) the Entry Parties' entry upon any portion of the applicable Tract, and (ii) any maintenance, repair, replacement or other activities conducted by the Entry Parties thereon, and in such forms and with an insurance company reasonably acceptable to the non-defaulting owner.

13. **Dedication of Project Infrastructure**. [RESERVED]

14. **Prohibited Uses.** Declarant, as an appurtenance to each Tract and for the benefit of each Owner, hereby imposes on the Property the restrictions set forth on **Exhibit "E"** (the "**Prohibited Uses**"). Such Prohibited Uses may be amended from time to time at the sole discretion of the Declarant. Notwithstanding the foregoing, any and all uses on the Property shall be subject to the prior written approval of the Declarant.

15. **Zoning Requirements**. Each Tract Owner shall develop its respective Tract in accordance with all state laws, regulations, ordinances and building codes, including but not limited to the City Zoning Guidelines applicable to such Tract, as amended from time to time, attached hereto as **Exhibit "F"** and incorporated herein by this reference (the "**Zoning Guidelines**").

16. **General Provisions**. The following general provisions shall apply to all of the terms and provisions set forth in this Declaration.

(a) Amendment. Declarant shall have the right to unilaterally amend the Declaration for so long as Declarant is a Tract Owner.

(b) Duration. The easements hereby created, granted and conveyed with respect to each easement area set forth in Sections 2, 3, 4, 5, 6, and 7 shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated, except by instrument in writing executed by Declarant, except as specifically provided herein.

(c) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(d) Dedication or Conveyance of Easement. Declarant reserves the right to dedicate or convey an easement with respect to any of the Project Infrastructure to an applicable governmental authority or utility authority to facilitate the purposes for which any easement(s) herein are being granted. In the event of the occurrence of the dedication or conveyance of such easement(s) by recorded instrument, the applicable easement(s) granted herein shall automatically cease, terminate and be of no further force and effect.

(e) Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Declarant may be, but shall not be required to be, assigned to any person or entity, which owns all or any portion of the Property and which agrees to assume the duties of the Declarant, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject

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to the same obligations and duties as are herein given to and assumed by the Declarant. Further, the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may designate.

(f) Agreement Binding; Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Tract Owners and their respective assigns and successors-in-interest and/or title. In the event that a Tract Owner hereafter assigns or conveys its interest in such owner's Tract or any portion thereof, the assignee or successor shall be bound by the provisions of this Declaration to the same extent as the Tract Owner.

(g) Indemnification. Each Tract Owner agrees to indemnify, save, pay, defend and hold the Declarant, their partners, officers, directors, shareholders, affiliates, members and employees, harmless from and against any and all claims, loss, damage or expense, including reasonable attorneys' fees and costs, incurred as a result of or arising out of the activities of the indemnifying party, its agents, contractors, licensees, employees, licensees and invitees with respect to the matters which are the subject of this Declaration.

(h) Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or transmitted electronically (e.g., by e-mail) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and delivered to the Tract Owners at the address specified on the records of the Brevard County Property Appraiser for such owner's Tract, or at such other address as the receiving Tract Owner may have specified in writing to the other Tract Owners.

(i) Estoppel Certificates. The Declarant and each of the Tract Owners shall, without charge, deliver to any requesting Tract Owner, within fifteen (15) days after receipt of written request therefor, a written instrument duly executed and acknowledged, certifying, to the best of such Tract Owner's knowledge, (i) whether or not any Tract Owner has observed and performed all of the terms and conditions required to be performed and observed under this Declaration, and if not, specifying the details of noncompliance; and (ii) the amounts, if any, which the certifying Tract Owner has expended pursuant to the terms of this Declaration, for which a claim for reimbursement has been made or will be made to another Tract Owner. Failure to deliver such certificate within such time period shall be conclusive evidence against the Tract Owner from whom the certificate was requested that, to the best of such Tract Owner's knowledge, all terms and conditions have been performed and observed, and that no amounts are owed to the Tract Owner failing to deliver the certificate.

(j) No Joint Venture, Partnership or Common Development. None of the terms or provisions of this Declaration shall be deemed to create a partnership between the Tract Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers, partners or members of any joint enterprise.

(k) Captions and Applicable Law. The paragraph and subparagraph captions included herein are for reference only and should not be used in construing any of the terms hereof.

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This Declaration shall be governed, enforced and construed in accordance with the laws of the State of Florida.

(l) Legal Proceedings. In the event that any person or entity who or which is either a party to this Declaration or is bound by its terms (whether as an assignee, successor-in-interest or a successor-in-title) institutes legal proceedings against any other person or entity who or which is bound by this Declaration either by virtue of being a party hereto or by virtue of being bound hereby (whether as an assignee, successor-in-interest or successor-in-title) to enforce any term of this Declaration, the person or entity prevailing in said legal proceedings shall be entitled to recover reasonable attorney's and paralegals' fees (including those incurred on appeal and/or in bankruptcy) and court costs incurred incidental thereto from the party not prevailing in said legal proceedings.

(m) Enforcement and Remedies. If any party hereto, or any of its respective successors and assigns, shall violate or attempt to violate any of the provisions of this Declaration, in addition to the other remedies set forth herein, it shall be lawful for any party benefited by such provisions (i) to prosecute proceedings for the recovery of damages against the party violating or attempting to violate the same, or (ii) to maintain a proceeding in any court of competent jurisdiction for declaratory relief, specific performance and/or mandatory and/or injunctive relief for the purpose of compelling performance of the provisions of this Declaration and/or preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter permitted at law or in equity. The failure to enforce any terms or provisions of this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach of violation occurring prior to or subsequent thereto.

(n) Time. Time is of the essence in connection with this Declaration and each provision hereof.

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IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration on the date below first written.

Signed, sealed and delivered in the presence of:

_____

_____
Print Name

_____

_____
Print Name

"**DECLARANT**"

KIMAYA, LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

Date of Execution:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, as _____of **KIMAYA, LLC**, a Delaware limited liability company, on behalf of the company. Said person (check one) □ is personally known to me or □ produced _____ as identification.

_____
Notary Stamp
Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

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JOINDER OF MORTGAGEE

The undersigned, **CYPRESS BAY FARMS, LLC**, a Florida limited liability company, as lender under that certain Mortgage and Security Agreement executed by **KIMAYA, LLC**, a Delaware limited liability company in favor of **CYPRESS BAY FARMS, LLC**, a Florida limited liability company, recorded January 12, 2023 in Official Records Book 9695, Page 1757, Public Records of Brevard County, Florida, ("Mortgagee"), hereby consents to and subordinates to the foregoing Declaration of Easements – Waterstone (East).

Signed, sealed and delivered in the presence of:

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

CYPRESS BAY FARMS, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2023, by _____, as _____ of **CYPRESS BAY FARMS, LLC**, a Florida limited liability company, on behalf thereof. He/She [__] is personally known to me or [__] has produced _____ as identification.

(NOTARY SEAL)

_____
NOTARY SIGNATURE

_____
PRINTED NOTARY NAME

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of the real property set forth on that certain plat of Palm Bay Pointe East, as recorded in Book ____, Page ____, Public Records of Brevard County, Florida

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EXHIBIT "B"

PLAT

[final plat to be inserted once approved by the City and recorded in the public records]

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EXHIBIT "C"

SANITARY SEWER AREA

[to be inserted upon approval of final engineering and sanitary sewer plans]

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EXHIBIT "D"

UTILITIES EASEMENT AREA

[to be inserted upon City's approval of final engineering and utility plans]

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EXHIBIT "E"
Prohibited Uses

1. Any psychic, fortune teller, card reader or similar establishment; or any so-called "strip-club" or "gentlemen's club" or other similar operation.

2. Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets).

3. Any adult bookstore, pornography shop or other facility specializing in or exhibiting pornographic material (defined as stores with ten percent (10%) or more of their inventory that is not available for sale or rental to children under sixteen (16) years of age where such inventory explicitly deals with or depicts human sexuality).

4. A mobile home park, trailer court, labor camp or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance).

5. A bowling alley.

6. A mortuary.

7. A flea market.

8. A land fill or garbage dump.

9. A used car lot.

10. Any use which emits noxious, toxic or corrosive fumes, chemicals, gases and/or smells.

11. Marijuana dispensary or a so called "vape store"

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EXHIBIT "F"
Zoning Guidelines

1. MINIMUM LOT AREA: 15,000 SF
2. MINIMUM LOT WIDTH: 40 FEET

3. MINIMUM LOT DEPTH: 120 FEET

4. MAXIMUM BUILDING COVERAGE: 60%

5. MAXIMUM HEIGHT: 60 FEET

   ADDITIONAL BUILDING HEIGHT MAY BE PERMITTED, SUBJECT TO THE FOLLOWING PROVISIONS:

   A. PROVIDING PUBLIC A SPACE OR PUBLIC AMENITY TOTALING 10% OF THE SITE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   B. PROVIDING UNDERSTORY PARKING TO REDUCE REQUIRED SURFACE PARKING, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   C. PROVIDE A MIXTURE OF USES, SUCH AS RESTAURANT WITH RESIDENTIAL USES ABOVE, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT.
   D. PROVIDING SHARED STORMWATER OR SHARED PARKING WITH NEIGHBORING PROPERTIES, ENTITLES AN ADDITIONAL 10 FEET IN HEIGHT. UPON APPROVAL BY THE CITY, THE SHARED AMENITY SHALL BE RECORDED AS AN EASEMENT OR AGREEMENT, IN THE PUBLIC RECORDS OF BREVARD COUNTY.

6. MINIMUM FLOOR AREA (COMMERCIAL): 300 SF

7. REMOVED

8. BUILDING SETBACK (I.E. DISTANCE FROM PROPERTY BOUNDARY):
   A. FRONT: 15 FOOT MINIMUM
   B. SIDE INTERIOR: 15 FOOT MINIMUM
   C. SIDE CORNER: 15 FOOT MINIMUM
   D. REAR: 15 FOOT MINIMUM
   E. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET

9. LANDSCAPE BUFFER/PARKING SETBACK REQUIREMENTS (I.E. DISTANCE FROM PROPERTY BOUNDARY):

DRAFT

A. FRONT: 10 FOOT MINIMUM
B. SIDE INTERIOR: 5 FOOT MINIMUM
C. SIDE CORNER: 10 FOOT MINIMUM
D. REAR: 10 FOOT MINIMUM
E. NOTWITHSTANDING, IF A SHARED DRIVE AISLE OR SHARED DRIVEWAY EXISTS ALONG A PROPERTY BOUNDARY BETWEEN TWO PARCELS, THEN IN SUCH CASE, NO SIDE SETBACK SHALL BE REQUIRED.
F. FOR BUILDINGS 60 FEET IN HEIGHT, OR GREATER, AND DIRECTLY ADJACENT TO SINGLE-FAMILY DEVELOPMENT, THEN SUCH BUILDING(S) SHALL BE SETBACK A MINIMUM 25 FEET FROM THE PROPERTY BOUNDARY THAT BORDERS THE SINGLE-FAMILY IF THE PROPERTY OR BUILDING IS NOT SEPARATED BY WATERWAY, RAILROAD, OR STREET.

10. PARKING - MINIMUM PARKING REQUIREMENTS SHALL MEET CITY CODE REQUIREMENTS OR BE ESTABLISHED BY A PARKING ANALYSIS AND/OR PARKING STUDY ON A PROJECT-BY-PROJECT BASIS.

11. ARCHITECTURAL STANDARDS SHALL BE PER PALM BAY CITY CODE SECTION 185.184, ARCHITECTURAL STYLE REQUIREMENTS.

DRAFT

MATTHEW W. MCMURTREY

Shareholder
matthew.mcmurtrey@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: (407) 418-6274 | F: 407-843-4444
MAIN NUMBER: 407-843-4600

MERITAS® LAW FIRMS WORLDWIDE

August 17, 2023

Palm Bay City Council
120 Malabar Rd., SE
Palm Bay, FL 32907

In Re: PLAT OF PALM BAY POINTE EAST (the "Property")

Council Members:

Pursuant to the requirements of Florida Statutes, Chapter 177, and the City of Palm Bay Land Development Code, please be advised that based upon our review of that certain Property Information Report, File No. 110071035, issued by First American Title Insurance Company, dated as of July 29, 2023 (the "Title Report"), the fee simple marketable title of the Property, the legal description of which is attached hereto as **Exhibit "A"** and incorporated herein, is vested in:

KIMAYA, LLC, a Delaware limited liability company.

In our opinion, and based on review of the Title Report, title to the Property is subject to the following matters and exceptions:

1. Taxes and assessments for the year 2022 are paid.

2. Mortgage and Security Agreement from KIMAYA, LLC, a Delaware limited liability company to Cypress Bay Farms, LLC, a Florida limited liability company recorded January 12, 2023 in Official Records Book 9695, Page 1757, Public Records of Brevard County, Florida.

3. Right-Of-Way Agreement for easement granted to Florida Power & Light Company recorded April 8, 1958 in Official Records Book 93, Page 634 as affected by Supplement to Right-of-Way Agreement recorded May 18, 1961 in Official Records Book 384, Page 21 and Subordination of Utility Interests and Agreement for Reimbursement for Additional Facility Relocation by and between the City of Palm Bay and Florida Power & Light Company recorded April 18, 2016 in Official Records Book 7594, Page 723, Public Records of Brevard County, Florida.

4. Right-Of-Way Agreement for easement granted to Florida Power & Light Company recorded April 8, 1958 in Official Records Book 93, Page 642, Public Records of Brevard County, Florida.

5. Terms and conditions for Drainage Easement by and between Cypress Bay Farms, LLC, a Florida limited liability company and the City of Palm Bay recorded January 20, 2016 in Official Records Book 7533, Page 233, as affected by First Amendment to Drainage Easement recorded March 28, 2016 in Official Records Book 7578, Page 943 and Second Amendment and Restatement of Drainage Easement recorded August 19, 2019 in Official Records Book 8517, Page 560 and Revised Stormwater Facility and Drainage Easement No. 4 recorded October 8, 2020 in Official Records Book 8880, Page 871, Public Records of Brevard County, Florida.

7. Stormwater Facility and Access Easement South of Pond 2 by and between Cypress Bay Farms LLC, a Florida limited liability company and the City of Palm Bay recorded October 8, 2020 in Official Records Book 8880, Page 861, Public Records of Brevard County, Florida.

8. Utilities and Drainage Easement Agreement recorded January 12, 2023 in Official Records Book 9695, Page 1773, Public Records of Brevard County, Florida.

9. Stormwater Drainage Easement in favor of Kimaya, LLC, a Delaware limited liability company recorded January 26, 2023 in Official Records Book 9704, Page 2005, Public Records of Brevard County, Florida.

10. Terms and conditions for Resolution by Board of Supervisors of San Sebastian Drainage District recorded March 14, 2006 in Official Records Book 5616, Page 7231 and New Boundary for San Sebastian Drainage District recorded March 14, 2006 in Official Records Book 5616, Page 7224, Public Records of Brevard County, Florida.

11. Plan of Reclamation of San Sebastian Drainage District recorded March 14, 2006 in Official Records Book 5616, Page 7319, Public Records of Brevard County, Florida.

12. Transportation Impact Fee Application-For-Credit Agreement by and between the City of Palm Bay, Florida and Cypress Bay Farms, LLC, a Florida limited liability company, its successors and assigns recorded February 18, 2016 in Official Records Book 7552, Page 193, Public Records of Brevard County, Florida.

13. Terms and conditions for City of Palm Bay-Brevard County Joint Planning Interlocal Agreement recorded August 15, 2019 in Official Records Book 8514, Page 1709 as affected by Interlocal Agreement for St. Johns Heritage Parkway Intersection and Babcock Street recorded April 30, 2020 in Official Records Book 8730, Page 998, and Second Amendment to Interlocal Agreement Regarding St Johns Heritage Parkway Intersection and Babcock Street recorded July 26, 2022 in Official Records Book 9568, Page 2659, Public Records of Brevard County, Florida.

14. Declaration of Restrictive Covenants (Cypress Bay) recorded January 12, 2023 in Official Records Book 9695, Page 2386, Public Records of Brevard County, Florida.

Respectfully submitted,

Matthew W. McMurtrey

EXHIBIT "A"

DESCRIPTION: PALM BAY POINTE EAST

A PARCEL OF LAND BEING A PORTION OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING A PORTION OF LOTS 12 THROUGH 21, CAPE KENNEDY GROVES, UNIT 9, AS RECORDED IN PLAT BOOK 21, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT L-3, CYPRESS BAY PRESERVE PHASE 1, AS RECORDED IN PLAT BOOK 68, PAGES 59 THROUGH 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 49° 32' 50" E ALONG THE SOUTHERLY LINE OF TRACT L-3 AND TRACT D-1 OF SAID CYPRESS BAY PRESERVE PHASE 1 FOR A DISTANCE OF 314.80 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT D-1; THENCE RUN THE FOLLOWING 6 COURSES, CURVES AND DISTANCES ALONG THE SOUTHERLY LINES OF TRACTS D-1, ROW-1 AND TRACT D-10 OF SAID CYPRESS BAY PRESERVE PHASE 1; (1) THENCE RUN S 89° 35' 01" E FOR A DISTANCE OF 610.32 FEET; (2) THENCE RUN S 00° 24' 59" W FOR A DISTANCE OF 369.20 FEET; (3) THENCE RUN S 89° 35' 01" E FOR A DISTANCE OF 53.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 3298.00 FEET, AND WHOSE CHORD BEARS S 81° 42' 29" E FOR A DISTANCE OF 903.78 FEET; (4) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 45' 03", FOR A DISTANCE OF 906.63 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; (5) THENCE RUN S 28° 36' 44" E FOR A DISTANCE OF 70.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 3248.00 FEET, AND WHOSE CHORD BEARS S 68° 48' 55" E FOR A DISTANCE OF 468.45 FEET; (6) THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08° 16' 15", FOR A DISTANCE OF 468.86 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, ALSO BEING A POINT ON THE WESTERLY LINE OF TRACT D-11 OF SAID CYPRESS BAY PRESERVE PHASE 1; THENCE RUN THE FOLLOWING (5) COURSES AND DISTANCES ALONG THE WESTERLY LINE OF SAID TRACT D-11; (1) THENCE RUN S 24° 59' 56" W FOR A DISTANCE OF 54.57 FEET; (2) THENCE RUN S 65° 00' 04" E FOR A DISTANCE OF 115.01 FEET; (3) THENCE RUN S 06° 46' 38" E FOR A DISTANCE OF 57.93 FEET; (4) THENCE RUN S 42° 10' 32" W FOR A DISTANCE OF 101.13 FEET; (5) THENCE RUN S 27° 12' 29" W FOR A DISTANCE OF 52.46 FEET TO THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2998.00 FEET, AND WHOSE CHORD BEARS S 61° 05' 49" E FOR A DISTANCE OF 144.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE SAID CURVE AND NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02° 46' 02", FOR A DISTANCE OF 144.80 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 59° 42' 48" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 192.83 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1261.87 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W

ALONG THE SOUTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1231.62 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID CAPE KENNEDY GROVE UNIT 9; THENCE RUN S 00° 43' 35" E FOR A DISTANCE OF 50.01 FEET; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 71.15 FEET; THENCE RUN S 00° 30' 13" E FOR A DISTANCE OF 307.00 FEET; THENCE RUN S 89° 29' 47" W FOR A DISTANCE OF 292.37 FEET; THENCE RUN N 00° 30' 23" W FOR A DISTANCE OF 233.53 FEET; THENCE RUN N 49° 27' 29" W FOR A DISTANCE OF 119.96 FEET; THENCE RUN N 89° 43' 11" W FOR A DISTANCE OF 123.22 FEET; THENCE RUN N 00° 10' 05" W FOR A DISTANCE OF 50.02 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE RUN N 89° 42' 39" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 554.45 FEET TO A POINT LYING 40.00 FEET EAST, AS MEASURED BY PERPENDICULAR, OF THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E PARALLEL WITH SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 498.02 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE RUN S 89° 42' 39" E ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1272.47 FEET TO THE SOUTHWESTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 384 PAGE 21 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 36° 36' 17" W ALONG SAID SOUTHWESTERLY LINE FOR A DISTANCE OF 389.43 FEET; THENCE RUN N 53° 23' 43" E FOR A DISTANCE OF 110.00 FEET TO THE NORTHEASTERLY LINE OF SAID 110 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE N 36° 36' 17" W ALONG SAID NORTHEASTERLY LINE FOR A DISTANCE OF 109.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

TRACT PA-2, CYPRESS BAY PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 59 THROUGH 66, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RIGHT OF WAY FOR ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY), AS RECORDED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TOGETHER WITH Owner's real property right, title and interest in that certain Reciprocal Easement Agreement recorded August 30, 2019 in Official Records Book 8527, Page 2517, Public Records of Brevard County, Florida affected by Amendment and Partial Termination to Reciprocal Easement Agreement recorded April 19, 2022 in Official Records Book 9479, Page 1997, Public Records of Brevard County, Florida.

Project Details: FD23-00010

Project Type: **Subdivisions & Plats Planned Development Final Development Plan**

Project Location:	**Palm Bay, FL**
Milestone:	**Under Review**
Created:	**7/14/2023**
Description:	**Palm Bay Pointe East**
Assigned Planner:	**Tania Ramos**

Contacts

Contact	Information
Surveyor	Bob Doerrer 5445 Murrell Road Rockledge, FL 32955 (321) 806-4171 bob@horizonsurveyors.com
Engineer	Jake Wise 2651 W Eau Gallie Blvd; Suite A Melbourne, FL 32935 (321) 610-1760 jwise@cegengineering.com
Developer	Vishaal Gupta, KIMAYA LLC 5200 Vineland Road Orlando, FL 32811 (407) 619-1096 jgorovitz@gmail.com
Owner/Applicant	Vishaal Gupta, KIMAYA LLC 5200 VINELAND RD ORLANDO, FL 32811 (407) 619-1096 jgorovitz@gmail.com
Legal Representative	Jake Wise 2651 W Eau Gallie Blvd; Suite A Melbourne, FL 32935 (321) 610-1760 jwise@cegengineering.com
Submitter	Jake Wise 2651 W Eau Gallie Blvd; Suite A Melbourne, FL 32935 jwise@cegengineering.com
Assigned Planner	Tania Ramos FL tania.ramos@palmbayflorida.org

Project Details: FD23-00010

Fields	
Field Label	Value
Block	500
Lot	
Township Range Section	30-37-03
Subdivision	00
Year Built	
Use Code	6100
Use Code Desc	GRAZING LAND - SOIL CAPABILITY CLASS II - VACANT
LotSize	
Building SqFt	
Homestead Exemption	
Taxable Value Exemption	
Assessed Value	
Market Value	
Land Value	
Tax ID	3000210
Flu Description	Commercial
Flu Code	COM
Zoning Description	Planned Unit Development
Zoning Code	PUD
Proposed Development Name	Palm Bay Pointe East
Total Lots Proposed by Use	1
Submitted Preliminary Dev. Plan?	No
Final Development Type	PUD
Received Preliminary Approval?	No
Size of Area Covered (acres)	
Is Submitter the Representative?	False

Project Details: FD23-00010

Tax Account Numbers	3009330; 3000210; 3000211; 3000212
Parcel Number	30-37-10-25-*-13; 30-37-03-00-500; 30-37-03-00-501; 30-37-03-00-752
Action Letter Date	
Ordinance Number	

August 11, 2023

Re: Letter of Authorization

As the property owner of the site legally described as:

BCPA Parcel ID 30-37- 03-00-500; 30-37-03-00-501; 30-37-03-00-752 & 30-37-10-25-*-13

I, Owner Name: Vishaal Gupta of Kimaya, LLC

Address: 5200 Vineland Road; Suite 200; Orlando, FL 32811

Telephone: 407-529-3000

Email: Suresh@parksquare.com

hereby authorize:

Representative: Jake Wise, PE- Construction Engineering Group, LLC

Address: 2651 W Eau Gallie Blvd, Suite A; Melbourne, FL 32935

Telephone: 321-610- 1760

Email: jwise@cegengineering.com

to represent the request(s) for:

any and all submittals related to PDP submittal

Vishaal Gupta
(Property Owner Signature)

STATE OF Florida

COUNTY OF orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of August, 2023 by vishaal Gupta, property owner.

Mariana Morell
Notary Public
State of Florida
Comm# HH111077
Expires 3/29/2025

Mariana Morell
mariana Morell, Notary Public

☑ Personally Known or ☐ Produced the Following Type of Identification:

Acknowledgement Log

Header:
Legal Acknowledgement
Text:
I, the submitter, understand that this application must be complete and accurate before consideration by the City of Palm Bay and certify that all the answers to the questions in said application, and all data and matter attached to and made part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Accepted By:
Jake Wise
On:
7/14/2023 12:52:40 PM

FD23-00010

Select Language ▼

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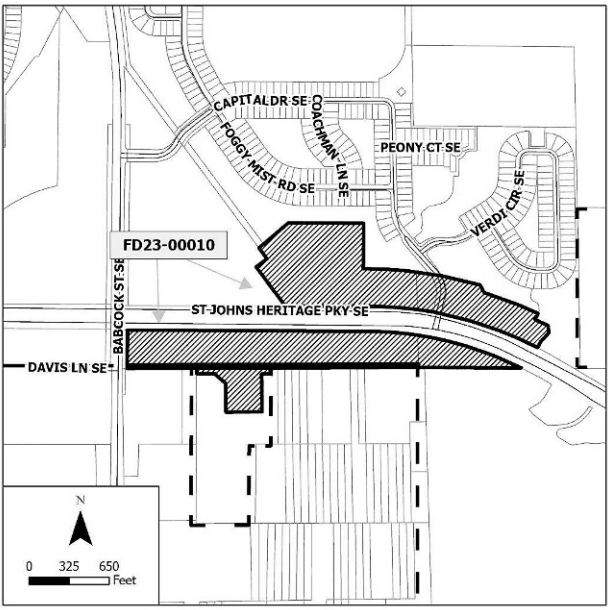
CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING FOR A FINAL DEVELOPMENT PLAN

Notice is hereby given that a public hearing will be held by the Planning and Zoning Board/Local Planning Agency on January 3, 2024, and by the City Council on January 18, 2024, both to be held at 6:00 p.m., in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, for the purpose of considering the following case(s):



1. ****FD23-00010 - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.)**

   A Final Development Plan for a proposed PUD to allow for a commercial subdivision to be known as Palm Bay Pointe East.

   Portions of Lots 12 through 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with portions of Tracts 500, 501, and 752, Section 3, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. Johns Heritage Parkway SE

**Indicates quasi-judicial request(s).

If an individual decides to appeal any decision made by the Planning and Zoning Board/Local Planning Agency or the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Please contact the Palm Bay Land Development Division at (321) 733-3041 should you have any questions regarding the referenced case(s).

Chandra Powell
Planning Specialist

FT-38234736

December 21, 2023

Jeremy Gorovitz
Kimaya Real Estate
5200 Vineland Road, Suite 200
Orlando, FL 32811

Good evening,

On the January 3, 2024, P&Z Board Agenda you will see five requests regarding the Palm Bay Pointe mixed-use project:

- Palm Bay Pointe East: A Preliminary Development Plan and a Final Development Plan (two applications)
- Palm Bay Pointe West: A Preliminary Development Plan, a Final Development Plan, and a Minor Comprehensive Land Use Amendment (three applications)

The project is very similar in nature to the project that was before you September 6, 2022, which received unanimous recommendation of approval by the Planning & Zoning Board. This updated version of the project has more commercial land compared to the proposal you last saw in September 2022.

Jim McKnight, our planner, and I are available at any time should you have any questions or comments regarding these requests. I am sure when you review the staff reports, you will be familiar with the applications, but we wanted to be sure you knew that we are available should you like to discuss with us or directly with the developer applicant. Please don't hesitate to reach me at (407) 619-1096 or Jim at (321) 698-1317.

Thank you for your time and consideration. Wishing you a very happy holiday and happy new year!

Thank you,

Jeremy Gorovitz

The City of Palm Bay Florida

MEMORANDUM

TO: Planning and Zoning Board Members

FROM: Lisa Frazier, AICP, Growth Management Director

DATE: January 3, 2024

SUBJECT: T23-00030 – Fitness Centers Permitted Use - City of Palm Bay (Growth Management Department) - A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.042, 185.043, 185.044, 185.045, and 185.054 to permit fitness centers and other indoor and outdoor health, recreational, and similar facilities for exercise, sports, and other physical activities within the Neighborhood Commercial (NC), Community Commercial (CC), Highway Commercial (HC), Light Industrial (LI), and General Commercial (GC) zoning districts.

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ATTACHMENTS:

Description

- **T23-00030 Staff Report**
- **T23-00030 Land Development Code**
- **T23-00030 - Legal Acknowledgement**
- **T23-00030 - Legal Ad**

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

Prepared by
Lisa Frazier, AICP, Growth Management Director

CASE NUMBER	**PLANNING & ZONING BOARD HEARING DATE**
T23-00030	January 3, 2023

APPLICANT	**PROPERTY LOCATION/ADDRESS**
City of Palm Bay	Not Applicable

SUMMARY OF REQUEST

A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.042, 185.043, 185.044, 185.045, and 185.054 to permit fitness centers and other indoor and outdoor health, recreational, and similar facilities for exercise, sports, and other physical activities within the Neighborhood Commercial (NC), Community Commercial (CC), Highway Commercial (HC), Light Industrial (LI), and General Commercial (GC) zoning districts.

Existing Land Use	Not Applicable
Site Improvements	Not Applicable
Site Acreage	Not Applicable

SURROUNDING ZONING & USE OF LAND

North	Not Applicable
East	Not Applicable
South	Not Applicable
West	Not Applicable

BACKGROUND:

A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.042, 185.043, 185.044, 185.045, and 185.054 to permit fitness centers and other indoor and outdoor health, recreational, and similar facilities for exercise, sports, and other physical activities within the Neighborhood Commercial (NC), Community Commercial (CC), Highway Commercial (HC), Light Industrial (LI), and General Commercial (GC) zoning districts.

The Growth Management Department is proposing a textual amendment to expressly permit certain uses related to fitness centers within specified zoning districts as part of the existing definition for Indoor Commercial Recreation. Currently, there are fitness centers and other related facilities within Palm Bay; however, in some cases, these uses are not expressly permitted. Staff has evaluated all zoning districts to identify where these uses should be permitted as compatible with the intent of the district.

Proposed language for this amendment is attached in legislative style with additions between **>>**arrow**<<** symbols and deletions in ~~strikethrough~~ format.

PURPOSE

Permit fitness centers and other indoor and outdoor health, recreational, and similar facilities for exercise, sports, and other physical activities within zoning districts where the use is compatible with the intent of the district.

ANALYSIS:

Staff was recently made aware of fitness centers operating within Palm Bay in districts where such operation was not expressly permitted. In evaluating the Zoning Code, staff identified an opportunity to expand upon the code to allow fitness centers and related facilities within specified zoning districts under the existing definition of indoor commercial recreation, thereby allowing and encouraging commercial operations in Palm Bay.

While the City is currently drafting proposed amendments to the Land Development Code to be brought forth in spring 2024, staff proposes bringing this use forward to avoid furthering conflicts between existing business operations and the City's Zoning Code.

STAFF RECOMMENDATION:

Staff recommends case T23-00030 for approval.

§ 185.042 NC — NEIGHBORHOOD COMMERCIAL DISTRICT.

(A) Intent. The purpose of the neighborhood commercial district shall be to provide areas within Palm Bay which are deemed to be uniquely suited for the development and maintenance of limited commercial activities offering convenience goods and personal services to residents of the surrounding neighborhood area. Development standards and provisions are established to ensure the proper development and location of uses and services deemed appropriate within the district; to reduce conflicts with adjacent residential uses, and to minimize the interruption of traffic along adjacent thoroughfares.

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(D) Conditional uses:

(4) Indoor commercial recreation >> fitness centers and other indoor health, recreational, and similar facilities for exercise, sports, and other physical activities containing less than five thousand (5,000) square feet of floor area. Outdoor recreation uses must be related to the indoor recreation use and require a site plan approval. <<

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§ 185.043 CC — COMMUNITY COMMERCIAL DISTRICT.

(A) Intent. The purpose of the community commercial district shall be to locate and establish areas within the city which are deemed to be uniquely suited for the development and maintenance of community commercial facilities, the areas to be primarily located in or near the intersection of arterial roadways; to designate those uses and services deemed appropriate and proper for location and development within the subject district; and to establish such development standards and provisions as are appropriate to ensure proper development and functioning of uses within the district.

(B) Principal uses and structures. The following uses and structures are permitted:

(24) Indoor commercial recreation such as theaters, driving ranges, bowling alleys, and similar uses, excluding dance clubs,, >> fitness centers and other indoor health, recreational, and similar facilities for exercise, sports, and other physical activities containing less than five thousand (5,000) square feet of floor area. Outdoor recreation uses must be related to the indoor recreation use and require a site plan approval. <<

****

§ 185.044 HC — HIGHWAY COMMERCIAL DISTRICT.

(A) Intent. The purpose of the highway commercial district shall be to provide areas within Palm Bay which are deemed to be uniquely suited for the development and maintenance of highway oriented businesses and regional scale facilities, the areas to be primarily located along or near the intersection of major arterials and major transportation nodes; to designate those uses and services deemed appropriate and proper for location and development within the subject district; and to establish such development standards

and provisions as are appropriate to ensure proper development and functioning of uses within the district.

(B) Principal uses and structures. The following uses and structures are permitted:

(6) Indoor commercial recreation such as theaters, driving ranges, bowling alleys and similar uses, excluding dance clubs , >> fitness centers and other indoor health, recreational, and similar facilities for exercise, sports, and other physical activities. Outdoor recreation uses must be related to the indoor recreation use and require a site plan approval.<<

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§ 185.045 LI — LIGHT INDUSTRIAL AND WAREHOUSING DISTRICT.

(A) Intent. The provisions of this district are intended to apply to an area which can serve light manufacturing, warehousing, distribution, wholesaling and other light industrial functions for the city and the region. Lot sizes and other restrictions are intended to ensure sufficient open space and minimize adverse impacts of industrial uses off site and to nonindustrial uses.

(B) Principal uses and structures:

(1) Warehousing within an enclosed structure.

(2) Wholesaling within an enclosed structure.

(3) Dry cleaning and laundry plants, printing plants, welding shops, machine shops, taxidermists and similar service and repair establishments and uses.

(4) Light manufacturing, processing and assembly including precision manufacturing, electrical machinery, instrumentation, bottling plants, dairy products plants, bakeries, fruit packing and similar uses.

(5) Building materials supply and storage, provided that any outside display and/or storage area shall be screened on all sides to avoid any deleterious impact on adjacent properties; includes contractor storage yards.

(6) Automotive, truck, major recreational equipment and mobile home sales, storage and repair establishment including, body shops, dry docking facilities, paint shops, upholstery shops and similar uses provided that outside storage of vehicles not for sale shall be effectively screened on four (4) sides so as to avoid off-site visual impacts.

(7) Vocational and trade schools.

(8) Veterinary hospitals and clinics including boarding of animals.

(9) Radio or television transmitter, towers or broadcasting facilities.

(10) Research and development facilities provided all activities are within an enclosed structure.

(11) Public utility equipment and facilities.

(12) Public uses.

(13) Communication towers and facilities.

(14) Medical Recycling Facility.

(15) Canine training and similar uses, provided all activities are within the principal structure and there is no boarding of animals.

(16) Self-storage facilities.

(17) Indoor commercial recreation such as theaters, driving ranges, bowling alleys and similar uses, excluding dance clubs, >> fitness centers and other indoor health, recreational, and similar facilities for exercise, sports, and other physical activities. Outdoor recreation uses must be related to the indoor recreation use and require a site plan approval.<<

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§ 185.054 GC - GENERAL COMMERCIAL DISTRICT.

(A) Intent. The purpose of the General Commercial District shall be to locate and establish areas within the city which are uniquely suited for heavy commercial development. Such areas are to be developed in an intensive manner and are designed to provide opportunities for small businesses of a variety of types. The uses and development standards included in the district are intended to provide additional opportunities for businesses to locate within the city by providing a mix of service, warehousing, commercial, wholesaling, storage, and similar businesses and uses.

(B) Principal uses and structures. The following uses and structures are permitted:

(29) Indoor commercial recreation (excluding dance clubs) >> fitness centers and other indoor health, recreational, and similar facilities for exercise, sports, and other physical activities. Outdoor recreation uses must be related to the indoor recreation use and requires a site plan approval.<<

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(D) Conditional uses.

(1) Permitted uses located on a parcel of ten (10) or more acres of area.

(2) Commercial towers.

(3) Security dwelling unit, subject to the provisions established in § 185.088(I).

(4) Canine day care, and related services:

(a) There shall be no more than one (1) dog per thirty-five (35) square feet of the area within the facility that the dogs will be housed.

(b) The facility must have an outdoor area for exercise and bathroom relief. Said area shall be enclosed with a minimum six (6) foot tall fence.

(c) All kennels and housing areas shall be within an air-conditioned building. Outside kenneling will not be permitted.

(d) Fecal matter shall be disposed of on a daily basis.

(e) Dogs shall be indoors between the hours of 10:00 p.m. and 6:00 a.m.

(5) Dancing in eating and drinking establishments.

(6) Churches.

(7) Event halls, subject to the provisions established in § 185.088(J).

~~(8) Indoor commercial recreation; occupying more than five thousand (5,000) square feet of gross floor area in buildings with multiple tenants.~~

(~~9~~8) Self-storage facilities subject to the provisions established in § 185.088(F).

Acknowledgement Log

Header:
Legal Acknowledgement
Text:
I, the submitter, understand that this application must be complete and accurate before consideration by the City of Palm Bay and certify that all the answers to the questions in said application, and all data and matter attached to and made part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing application and that the facts stated in it are true.

Accepted By:
Lisa Frazier
On:
12/13/2023 2:19:41 PM

T23-00030

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CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Planning and Zoning Board/Local Planning Agency on January 3, 2024, and by the City Council on January 18, 2024, both to be held at 6:00 p.m., in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, for the purpose of considering the following case(s):

1. ****FS23-00011 - Paul Daly and Don Ballew (reps. Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / Aaron Struckmeyer, Pulte Home Company, LLC / Chris Ossa, P.E. and Kinan Husainy, P.E., Kimley Horn & Associates, Inc.)**

A Final Subdivision Plat to allow for a proposed 202-unit townhome development to be known as Lipscomb Street Townhomes.

Tracts 6 and 5 of Palm Bay Colony Section 3 and Tracts 4 and 3 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. Located east of and adjacent to Lipscomb Street NE; in the vicinity west of Robert J. Conlan Boulevard NE

2. ****PD23-00008 - James Garbarsky, Palm Bay Development Group, LLC (Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / James P. McKnight, Reps.)**

A Preliminary Development Plan for a proposed PUD to allow for a mixed-use subdivision containing a 100-room hotel and 294 multi-family units to be known as Palm Bay Suites & Residences.

Tracts 1 and 8 of Palm Bay Colony Section 4 and Tracts 1 and 2 of Palm Bay Colony Section 1, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 26.5 acres. Located west of and adjacent to Robert J. Conlan Boulevard NE

3. ****PD23-00005 - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.)**

A Preliminary Development Plan for a proposed PUD to allow for a commercial and multi-family subdivision to be known as Palm Bay Pointe West.

Tax Parcels 1, 500, 4, 750, 751, and 5, along with Tracts SM-2 and OS1 of Waterstone Plat One P.U.D., all in Sections 3 and 4, Township 30, Range 37, Brevard County, Florida, containing approximately 84.75 acres. Located west of and adjacent to Babcock Street SE, north and south of St. John's Heritage Parkway

4. ****PD23-00007 - Vishaal Gupta, Kimaya, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.)**

A Preliminary Development Plan for a proposed PUD to allow for a commercial subdivision to be known as Palm Bay Pointe East.

Portions of Lots 12 through 21, Cape Kennedy Groves Unit 9, Section 10, Township 30, Range 37 along with portions of Tracts 500, 501, and 752, Section 3, Township 30, Range 37, Brevard County, Florida, containing approximately 42.95 acres. Located east of and adjacent to Babcock Street SE, north and south of St. Johns Heritage Parkway SE

5. **T23-00030 – City of Palm Bay (Growth Management Department)**

A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Sections 185.042, 185.043, 185.044, 185.045, and 185.054 to permit fitness centers and other indoor and outdoor health, recreational, and similar facilities for exercise, sports, and other physical activities within the Neighborhood Commercial (NC), Community Commercial (CC), Highway Commercial (HC), Light Industrial (LI), and General Commercial (GC) zoning districts.

**Indicates quasi-judicial request(s).

If an individual decides to appeal any decision made by the Planning and Zoning Board/Local Planning Agency or the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Please contact the Palm Bay Land Development Division at (321) 733-3041 should you have any questions regarding the referenced cases.

Chandra Powell
Planning Specialist