COLLIER COUNTY
Collier County Hearing Examiner

AGENDA

Growth Management Department
Conference Rooms 609/610
2800 Horseshoe Drive North
Naples, FL 34104

November 10, 2022

9: 00 AM

Andrew W. J. Dickman, Esq., AICP
Hearing Examiner

Note: Individual speakers will be limited to 5 minutes unless otherwise waived by the Hearing Examiner. Persons Wishing to have written or graphic materials included in the hearing report packets must have that material submitted to County staff at Andrew.Youngblood@CollierCountyFL.gov 10 days prior to the Hearing. All materials used during presentation at the hearing will become a permanent part of the record.

Any person who decides to appeal a decision of the Hearing Examiner will need a record of the proceedings pertaining thereto, and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Decisions of the Hearing Examiner are final unless appealed to the Board of County Commissioners.

Hearing Procedures will provide for presentation by the Applicant, presentation by staff, public comment and applicant rebuttal. The Hearing Examiner will render a decision within 30 days. Persons wishing to receive a copy of the decision by mail may supply County staff with their name, address, and a stamped, self-addressed envelope for that purpose. Persons wishing to receive an electronic copy of the decision may supply their email address.

1. Pledge of Allegiance

2. Review of Agenda

3. Advertised Public Hearing

A. Petition No. SV-PL20220002991 – 8477 Bay Colony Drive - Request for a variance from Land Development Code Section 5.06.02 B.6.b which allows two on-premises ground or wall signs not to exceed a combined area of 64 square feet in residential districts, to instead allow a total combined area of 75.61 square feet for two on premises ground or wall signs; and a second variance from Section 5.06.02.B.6 which provides residential on-premises signs may be located at each entrance, to instead allow a second on-premises sign approximately 250 feet from the entrance to the condominium development located at 8477 Bay Colony Drive, Naples, FL 34108 in Section 32, Township 48 South, Range 25 East, Collier County, Florida. [Coordinator: Sean Sammon, Principal Planner] Commissioner District 2

B. Petition No. CU-PL20210001746 - Goodlette-Frank Road and Center Street - Request for approval of a Conditional Use to allow therapeutic equestrian riding and stabling and its expansion, superseding Resolution Nos. 2013-236 and 2000-63 and pursuant to subsections 2.03.01.A.1.c.19 and 2.03.01.A.1.c.24 of the Collier County Land Development Code, on ±8.95 acres located on the southwest corner of Goodlette-Frank Road and Center Street in Section 10, Township 49 South, Range 25 East, Collier County, Florida. [Coordinator, John Kelly, Senior Planner] Commission District 2

C. Petition No. ADA-PL20220004625 - Valencia Golf and Country Club, Orangetree - Appeal filed by Valencia Golf and Country Club HOA, Inc. of the administrative approvals of Planned Unit Development Minor Change Petition PMC-PL20220003657 and Insubstantial Change to Construction Plans ICP-PL20220003659 regarding sidewalks on private property. The subject property is located in the Valencia Golf and Country Club – Phase 2B subdivision, part of the Orangetree Planned Unit Development in Section 23, Township 48 South, Range 27 East, Collier County, Florida. [Mike Bosi, Director, Zoning] Commission District 5

4. Other Business

5. Public Comments

6. Adjourn

COLLIER COUNTY
Collier County Hearing Examiner

Item Number: 3.A
Doc ID: 23708
Item Summary: Petition No. SV-PL20220002991 – 8477 Bay Colony Drive - Request for a variance from Land Development Code Section 5.06.02 B.6.b which allows two on-premises ground or wall signs not to exceed a combined area of 64 square feet in residential districts, to instead allow a total combined area of 75.61 square feet for two on premises ground or wall signs; and a second variance from Section 5.06.02.B.6 which provides residential on-premises signs may be located at each entrance, to instead allow a second on-premises sign approximately 250 feet from the entrance to the condominium development located at 8477 Bay Colony Drive, Naples, FL 34108 in Section 32, Township 48 South, Range 25 East, Collier County, Florida. [Coordinator: Sean Sammon, Principal Planner] Commissioner District 2

Meeting Date: 11/10/2022

Prepared by:
Title: Principal Planner – Zoning
Name: Sean Sammon
10/19/2022 3:40 PM

Submitted by:
Title: Zoning Director – Zoning
Name: Mike Bosi
10/19/2022 3:40 PM

Approved By:

Review:

Hearing Examiner (GMD Approvers)	Diane Lynch	Review Item	Completed	10/21/2022 4:45 PM
Growth Management Operations & Regulatory Management	Kenneth Kovensky		Review Item Completed	10/24/2022 9:48 PM
Zoning	Sean Sammon	Review Item	Skipped	10/19/2022 3:40 PM
Zoning	Ray Bellows	Review Item	Completed	10/25/2022 9:26 AM
Zoning	Mike Bosi	Division Director	Completed	10/31/2022 8:16 AM
Hearing Examiner	Andrew Dickman	Meeting Pending	11/10/2022 9:00 AM	

STAFF REPORT

TO: COLLIER COUNTY HEARING EXAMINER

FROM: PLANNING & ZONING DIVISION GROWTH MANAGEMENT COMMUNITY DEVELOPMENT DEPARTMENT

HEARING DATE: NOVEMBER 10, 2022

SUBJECT: PETITION SV-PL20220002991, WINDSOR CONDO SIGN VARIANCE

PROPERTY OWNER/AGENT:

Applicant: David Knuepfer
The Windsor at Bay Colony
8477 Bay Colony Dr
Naples, FL 34108

Agent: Rob Herscoe
Herscoe Hajjar Architects
22 10th Street South
Naples, FL 34102

REQUESTED ACTION:

The applicant is requesting a variance Land Development Code Section 5.06.02 B.6.b which allows two on-premises ground or wall signs not to exceed a combined area of 64 square feet in residential districts, to instead allow a total combined area of 75.61 square feet for two on-premises ground or wall signs; and a second variance from Section 5.06.02 B.6 which provides residential on-premises signs may be located at each entrance, to instead allow a second on-premises sign approximately 250 feet from the entrance to the condominium development.

GEOGRAPHIC LOCATION:

The subject property, the Windsor Condominium, located within the Pelican Bay Planned Unit Development (PUD), Ordinance 04-59, as amended, located at 8477 Bay Colony Drive, Naples, FL 34108 in Section 32, Township 48 South, Range 25 East, Collier County, Florida. *(Please see the location map on the following page)*

PURPOSE/DESCRIPTION OF PROJECT:

The subject property is located within the Pelican Bay PUD, Bay Colony Tract C. It is bordered by the Beach Club to the north, the Gulf of Mexico to the west, the Brighton at Bay Colony Condo to the south, and the Pelican Bay Conservation Area to the east. This is for a proposed welcome sign, larger than 64 square feet in combined area, on the building of the Windsor Condominium under their porte cochere to be visible to the arrival of residents and guests upon pick-up and drop-off. The main entry is above street level; therefore, the sign is not visible from the street or the neighboring properties. There is an existing

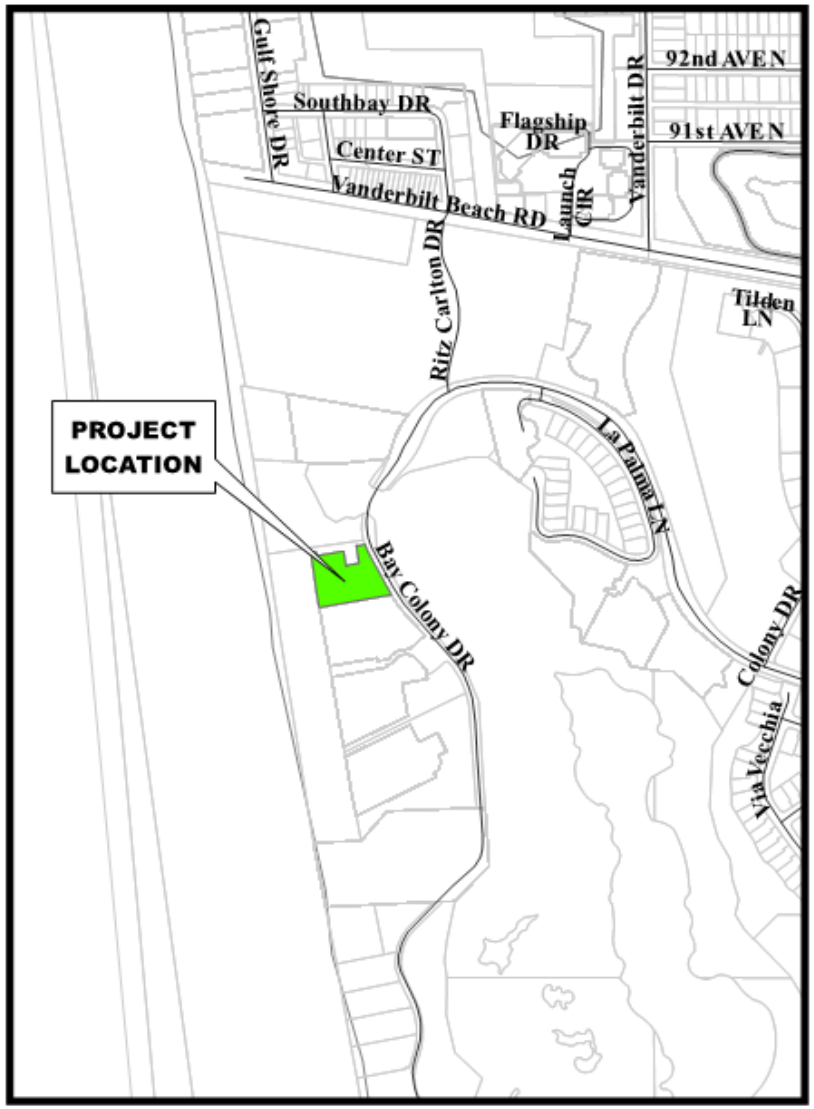
Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo Sign Variance)

primary sign at the entrance at the end of the drive that will remain in its current condition. This sign at the entrance is approximately 250 feet and 10 inches from the location of the proposed sign under the porte cochere and is 3.61 square feet in area.

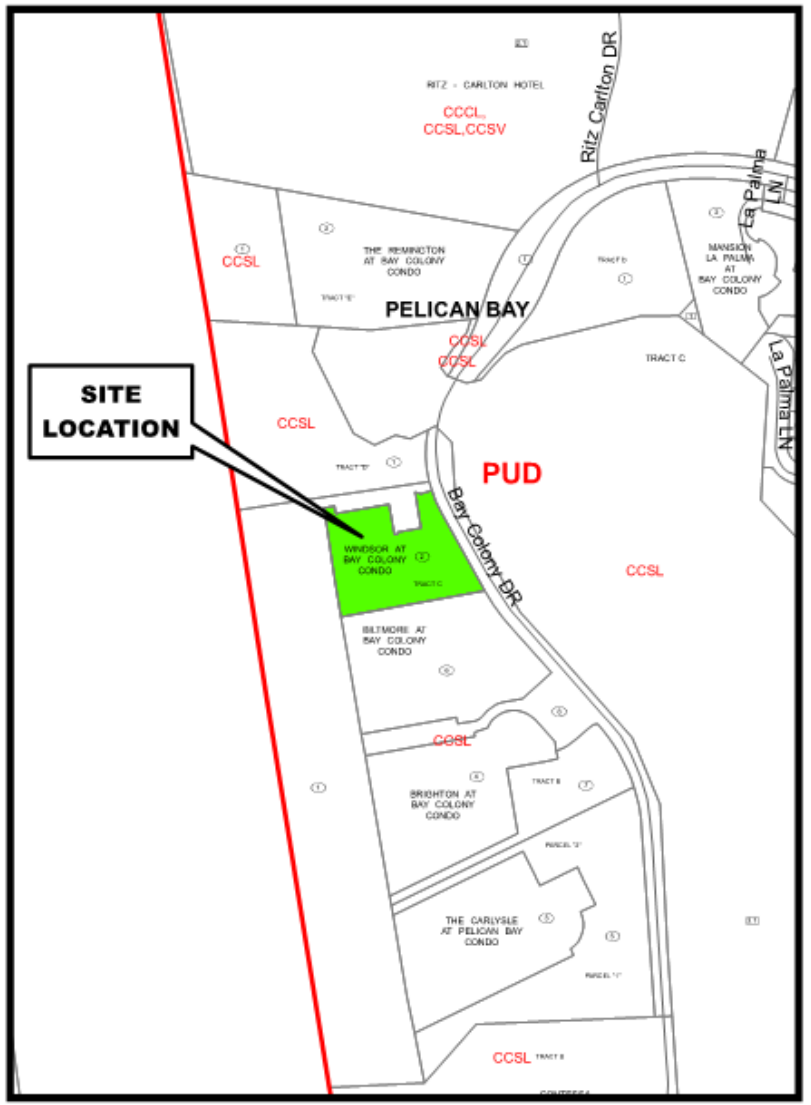
The general intent for the installation of the proposed sign is to welcome the homeowners that are residents in the Windsor Condominium and their guests to the building's lobby. This is a private multi-family condominium and is not for commercial use with regular customers. How the sign will be positioned and installed will not draw any negative impacts on the adjacent properties or on the natural habitats that border the property. The sign's location is estimated to be 275 feet away from the edge of the building adjacent to the south. It is also located an estimated 450 feet away from the edge of the building adjacent to the north. Regarding natural habitats, the sign will face eastward which is away from the Gulf of Mexico, and will not have major impacts on native species such as sea turtles.

The specific request is twofold, from the LDC Sec. 5.06.02 B.6 and from the LDC Sec. 5.06.02 B.6.b. The Land Development Code states in Section 5.06.02 B.6 "*On-premises signs within residential districts. Two ground signs with a maximum height of 8 feet or wall, residential entrance or gate signs with a maximum height of 8 feet may be located at each entrance to a multi-family or single-family development and mobile home or recreational vehicle park subject to the following requirements*". The variance request from this is due to the proposed sign not being located at the entrance to the property but instead being located 250 feet and 10 inches away from the entrance and under the porte cochere. Also, stated in the LDC Section 5.06.02 B.6.b "*The ground or wall signs shall not exceed a combined area of 64 square feet, and shall not exceed the height or length of the wall or gate upon which it is located."* The variance request from this is due to the proposed sign being at a total of 72 square feet. When combined with the entrance sign, both signs are at a combined area of 75.61 square feet which exceeds the 64 square feet combined limit.

Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo Sign Variance)



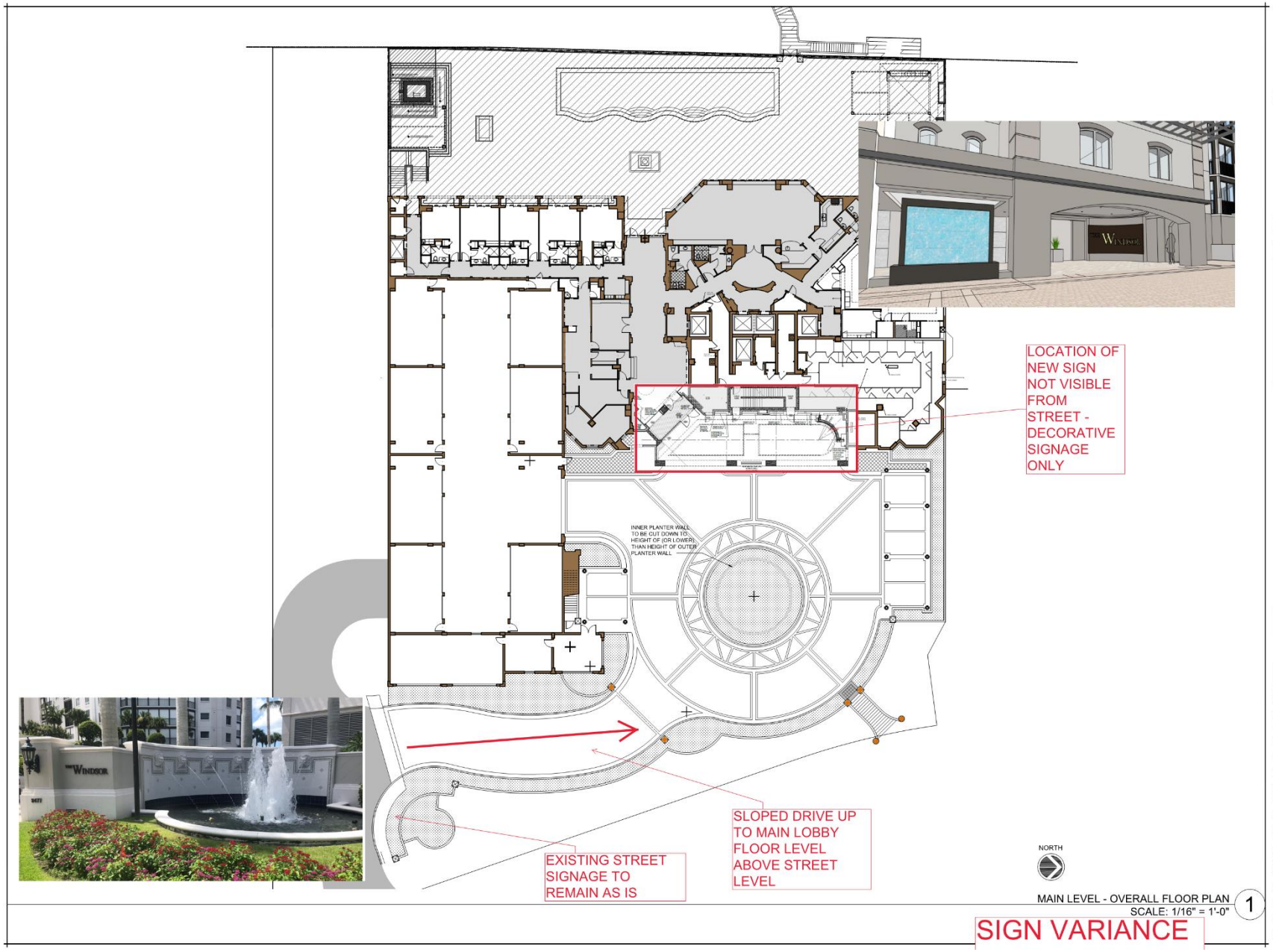
Location Map



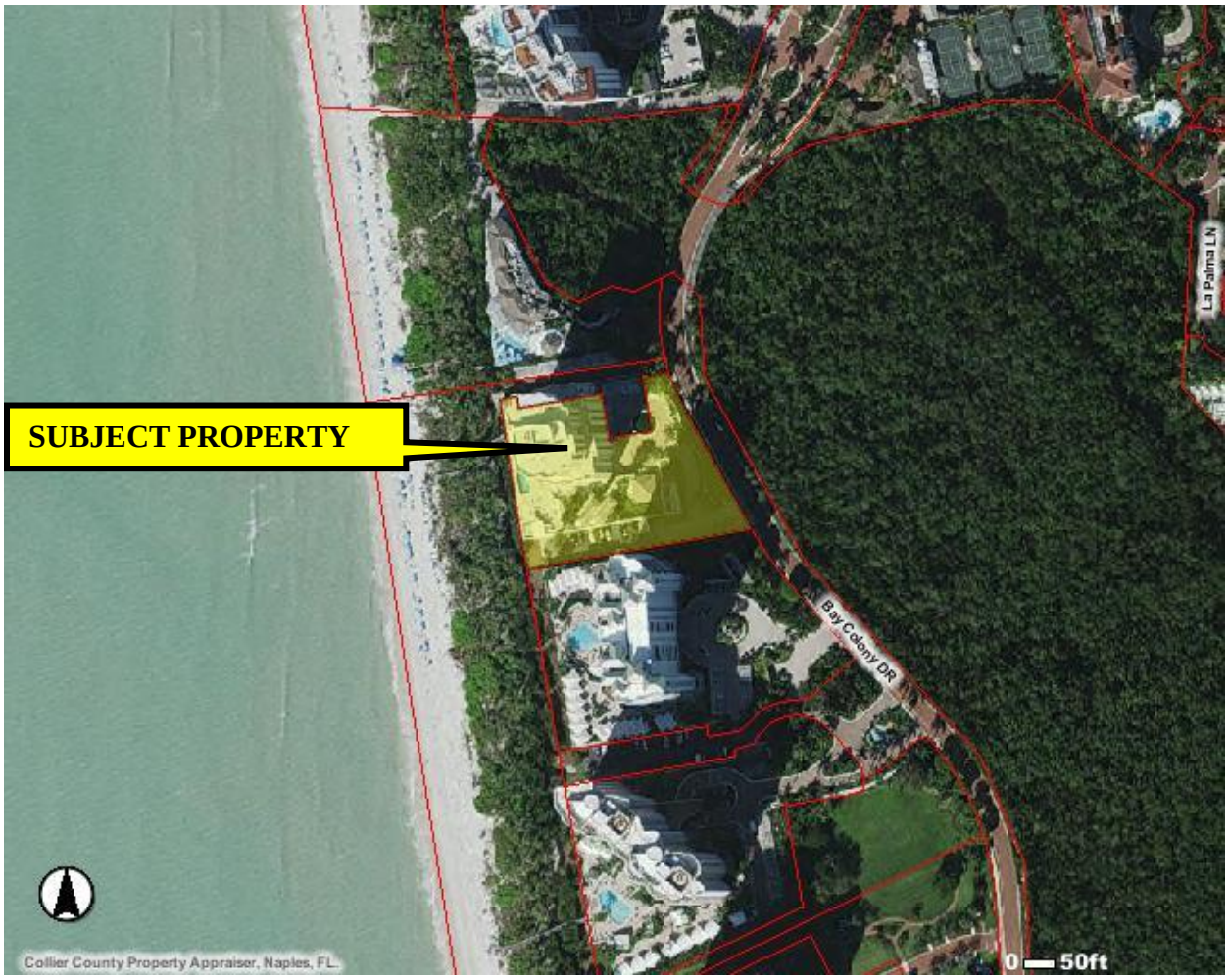
Zoning Map

Petition Number: PL20220002991

Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo



Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo



AERIAL PHOTO

SURROUNDING LAND USE AND ZONING:

North: Beach Club, clubhouse building with a zoning designation of Pelican Bay PUD.

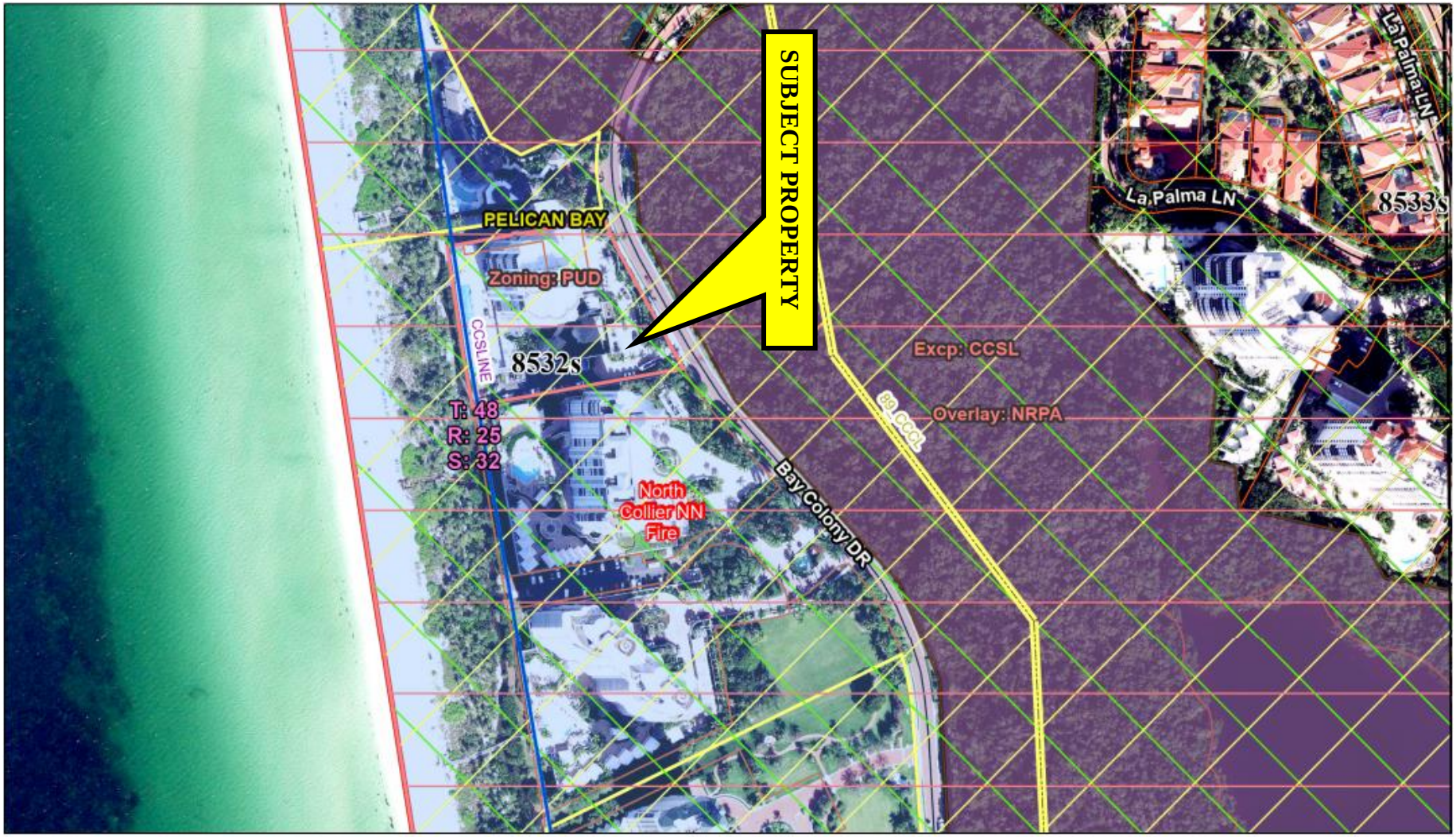
South: Brighton at Bay Colony Condo with a zoning designation of Pelican Bay PUD.

East: Right-of-Way, Bay Colony Drive, and then Pelican Bay Conservation Area with a zoning designation of Pelican Bay PUD.

West: The Coastal Construction Control Line (CCCL) and then the Gulf of Mexico.

There is a Zoning Exception regarding the Coastal Construction Setback Line (CCSL 90-13 & CCSL 91-7), the Coastal Construction Control Line (CCCL), and Coastal Construction Setback Line Variance (CCSV) which allowed for six accessory east-west dune walkover structures and one lateral walkway within Bay Colony, Pelican Bay PUD, Unit 8, Tracts B, C, D, and E, which may have minimal impacts to the proposed Sign Variance.

Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo Sign Variance)



7/29/2022, 10:10:16 AM

Collier County Roads
PAO Township Range Section
Fire District
PARCELJOIN
Zoning_General
Zoning_Exception
Zoning_Overlay
NRPA
ZoningLinks
Planned Unit Development
aMasterProjectsJoin
Approved
In Review
Cancelled

1:2,595
0 0.02 0.04 0.08 mi
0 0.04 0.07 0.14 km

Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo

GROWTH MANAGEMENT PLAN (GMP) CONSISTENCY:

The subject property is located in the Urban Residential Subdistrict of the Future Land Use Map (FLUM) of the GMP. The GMP does not address individual variance requests but focuses on the larger issue of the actual use. The Pelican Bay PUD is consistent with the FLUM.

Based upon the above analysis, staff concludes that the proposed use for the subject site is consistent with the Future Land Use Element (FLUE), although the variance request is not addressed by the GMP.

STAFF ANALYSIS OF SIGN VARIANCE CRITERIA UNDER LDC SECTION 5.06.08 B.1:

a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

The main entrance to the main lobby level of this high-end condominium is above street level, therefore, the sign is not visible from the street. The proposed sign will be located under the building structure in the porte cochere and, since it is not on the face of the building, it is not visible to other adjacent buildings. The design for the proposed sign is to be seen by homeowners and guests when they enter the lobby upon arrival or are dropped off.

b. That literal interpretation of the provisions of the sign code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

If a literal interpretation of the LDC is applied, then the LDC Sec. 5.06.02 B.6.a-d will be utilized. The LDC Sec. 5.06.02 B.6 states: *"On-premises signs within residential districts. Two ground signs with a maximum height of 8 feet or wall, residential entrance or gate signs with a maximum height of 8 feet may be located at each entrance to a multi-family or single-family development and mobile home or recreational vehicle park subject to the following requirements:*

a) Such signs shall maintain a 10-foot setback from any property line unless placed on a fence or wall subject to the restrictions set forth in section 5.03.02 "Fences and Walls." Furthermore, bridge signs located on private bridges directly leading to private communities shall not be considered off-premises signs. Bridge signs complying with the requirements of section 5.06.02 may be substituted for ground or wall signs in residential districts.

a. Response: Not Applicable

b) The ground or wall signs shall not exceed a combined area of 64 square feet and shall not exceed the height or length of the wall or gate upon which it is located.

b. Response: The variance request is because the proposed sign combined area with the existing sign area exceeds the maximum allowed 64 square feet.

c) Architectural embellishments less than 10 square feet in area shall not be considered signs and shall be allowed throughout the development. However, should such architectural embellishments be located closer than 10 feet to any sign, then the architectural embellishment shall be counted toward the permitted sign area of such sign.

c. Response: Within 10 feet of the proposed sign, there are no architectural embellishments.

Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo Sign Variance)

d) Official Address Numbers or range of Official Address Numbers shall be displayed in numerals at least 6 inches high on the upper 50 percent of the sign face and located such that it shall not be covered by landscaping or other appurtenances. Where signs are erected on streets that do not match the Official Address Number of the building, no address numbers shall be posted on the sign.

d. Response: The sign does not have proposed address numbers to be displayed.

c. That the special conditions and circumstances which are peculiar to the land, structure, or building do not result from the actions of the applicant.

The porte cochere located underneath the building was included in the original construction of the condominium. The sign feature is not on the façade of the building since this is proposed to be located on a wall underneath the primary building structure. This is not intended to attract attention from the street to the building, however, it is intended for the homeowners and guests to see upon their arrival to the lobby.

d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this sign code to other lands, structures, or buildings in the same zoning district.

The proposed sign will not attract or detract from any neighboring buildings of similar use. The location of the sign does not grant the owner any special privilege or attention to its building or location since it is not visible from the street.

e. That the variance granted is the minimum relief that will make possible the reasonable use of the land, building, or structure.

The use of the building is not negatively impacted by the location and size of the sign. Its location inside the porte cochere and only can be visible within the driveway entrance verifies a minimum relief to the building.

f. That the granting of the variance will be consistent with the general intent and purpose of the Collier County Sign Code and the Growth Management Plan and will not be injurious to adjacent properties or otherwise detrimental to the public welfare.

The location of the proposed sign is not injurious to adjacent properties or otherwise is not detrimental to the public welfare. The general intent and purpose of the proposed sign are to welcome homeowners who are proud of their residence and to welcome any guests upon arrival and drop-off. This sign will not attract visitors from the street to their private condominium since it is not for commercial use with customers. Where the sign will be positioned, facing east from the building, will not have any major impact on sea turtles since it won't face west towards the beach and the Gulf of Mexico. The building, and the port cochere, will help shield this sign from having any impacts.

In staff's opinion that the request for the second sign, located away from the other entrance sign at the property's entrance, as well as exceeding the combined area, meets the intent of the LDC.

Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo Sign Variance)

COUNTY ATTORNEY OFFICE REVIEW:

The County Attorney's Office has reviewed the staff report for SV-PL20220002991 revised on October 20, 2022.

RECOMMENDATION:

Staff recommends that the Collier County Hearing Examiner render a decision to **approve** Petition SV-PL20220002991 as requested by the Applicant.

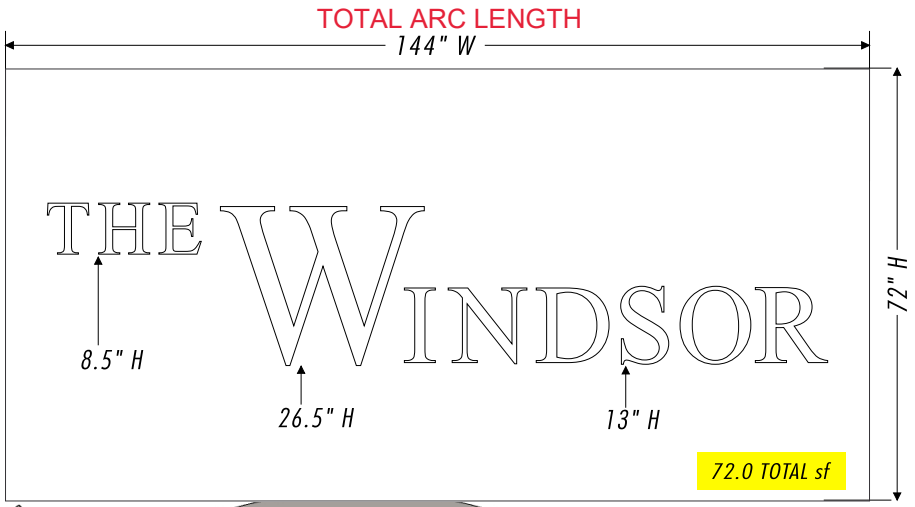
Attachments:

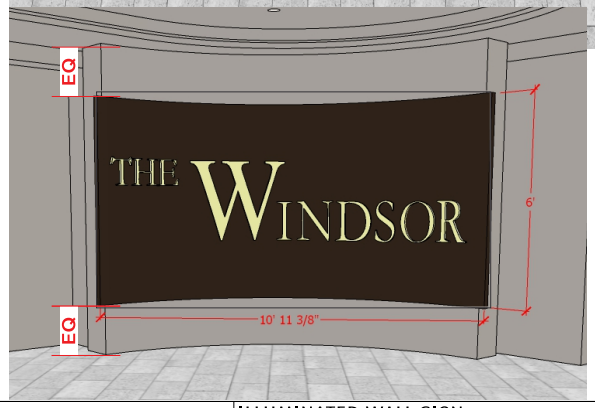
A) Proposed Sign Variance Plans
B) Proposed Site Plan
C) Sign Variance Survey
D) HEX Backup Packet
E) Legal Ad & HEX Sign Posting

Attachment: SV-PL20220002991 - Windsor Condo Sign Variance (23708 : PL20220002991 - Windsor Condo Sign Variance)

PROOF FOR:	Aimee Crowe		Client	Herscoe Hajjar Architects	E-Mail	ACrowe@hharch.com	JOB #:
APPROVED BY:	Matt Sprung	11.02.2021	Jobsite	The Windsor, 8477 Bay Colony Drive, Naples, Florida 34108			PAGE # 1

© 2021 Lykins-Signtek Inc. (LS). This design is the sole property of LS and may not be used or reproduced whole or in part by any other party without written permission by LS. In case of differences between this design and the description on the estimate, this design shall prevail. It is the responsibility of the client to verify this design for accuracy of product, materials, spelling & punctuation, colors, sizes, and position. Approval by the client releases LS from any liability regarding these matters. **PLEASE REVIEW THIS DESIGN PROOF CAREFULLY.**





THE = 1.5 SF
W = 6.2 SF
INDSOR = 6.7 SF

TOTAL = 14.4 SF

SINGLE SIDED WALL SIGN -

.090" ALUMINUM FACE ROUTED OUT

WITH PUSH-THRU COPY TO BE

INTERNALLY ILLUMINATED

FACE LIT AND REVERSE LIT

FLOAT MOUNTED OFF CURVED WALL

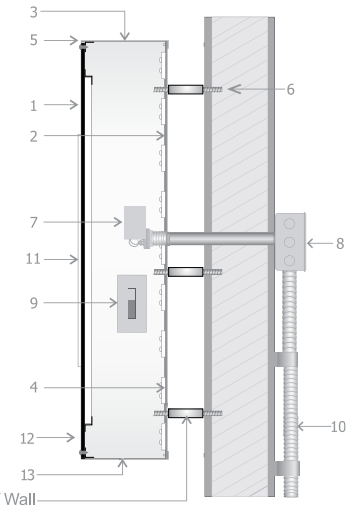
LIGHTING TO BE PROVIDED USING WHITE LED'S

PUSH THRU CAN SIGN - SPACER MOUNT

1	all welded 0.090" aluminum face
2	sign back to be 3/16" thick Clear Acrylic
3	extruded sign frame w/ 1½" retainer
4	illumination to be provided by LEDs.
5	1½" x 1/8" aluminum angle retainer
6	1/4" threaded rod - with spacers
7	power supply
8	junction box by owner
9	disconnect switch
10	primary power source
11	1/2" clear acrylic
12	stainless steel screws (3" from top & bottom 16" apart)
13	weep hole

ELECTRICAL NOTES

- All materials and fasteners meet 3004.4
- All electrical components are UL listed, labeled and approved.
- Signs grounded according to NEC 600.7
- Signs manufactured per NEC 600.3 and marked per NEC 600.4.
- All branch circuits per NEC 600 .5(B).1 or (B).2.
- All signs controlled by photocell or time clock per FBC 13-415. (ABC) .1.4.
- One 20 amp disconnect per sign per circuit per NEC 600.6(A).1.
- Disconnect switch to be within sight of the sign or Lockable.



Attachment: ATTACHMENT A (23708 : PL20220002991 - Windsor Condo Sign Variance)

Lykins Signtek
239-594-8494

ILLUMINATED WALL SIGN

SALES REP:	MATT SPRUNG	ORDERED:	04.13.2021
DRAWING DATE:	04.15.2021 JL		

Initial design plus up to 2 revisions are included in our estimates; additional design work will be billed at $75/hr.
FILEPATH: L:\misc\2021\88340 - Herscoe_Hajjar.fs

Revision Notes:

☐ Deliver ☐ Pick-Up **Price:**
☐ Shipping ☐ Installation $

Color disclaimer: colors viewed on a screen or printed document will vary. Finished product colors may also vary slightly from specification due to materials and production processes

E161649 ES12001882

Electrical signs are designed to be installed in compliance with NEC Article 60

24 SQ. IN.

108 SQ. IN.

159.5 SQ. IN.

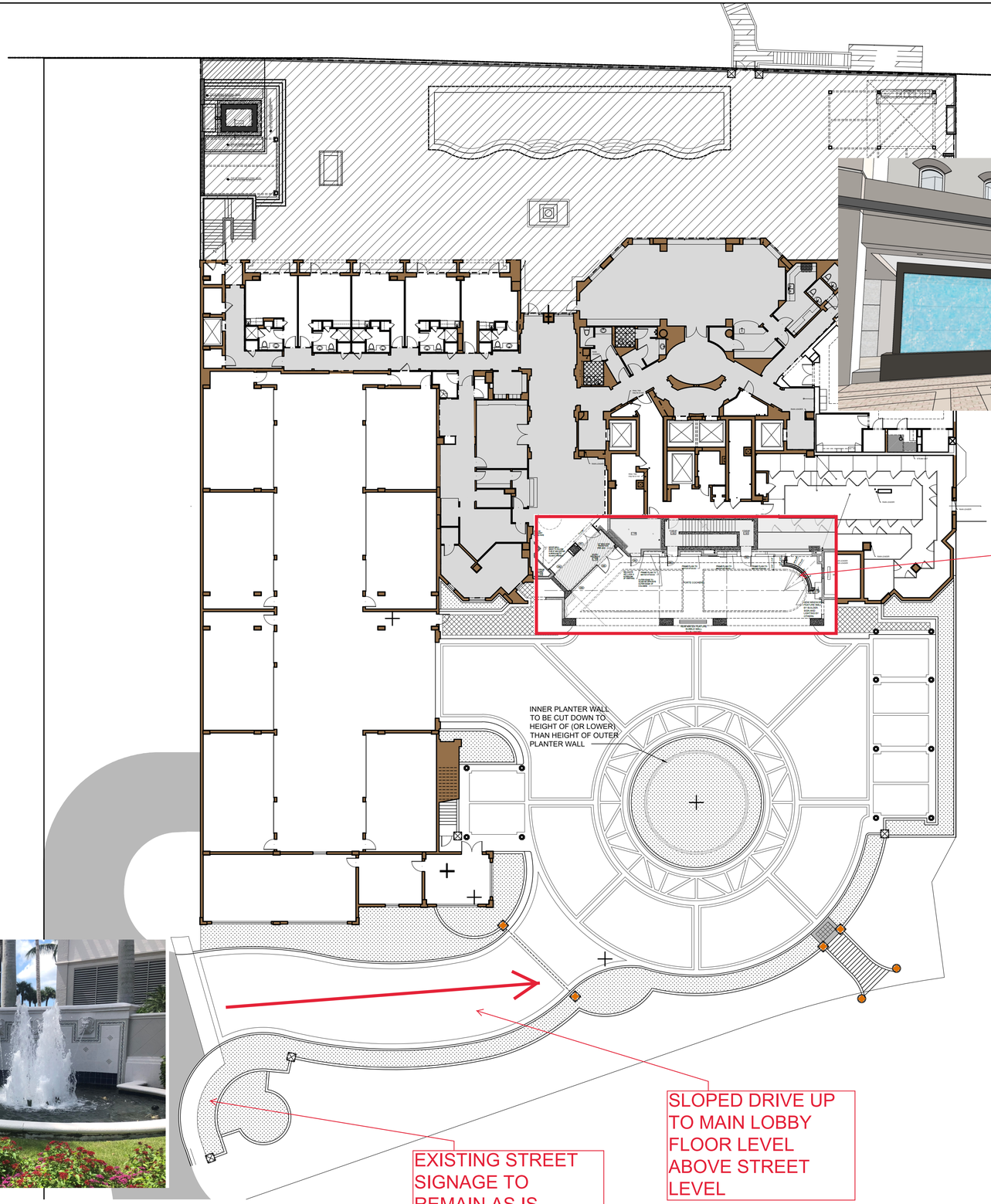
THE WINDSOR

8477

51.75 SQ. IN.

159.50 SQ. IN.
108.00 SQ. IN.
51.75 SQ. IN.
+ 24.00 SQ. IN.
343.25 SQ. IN
converts to:
2.38 SQ. FT TOTAL

Attachment: ATTACHMENT A (23708 : PL20220002991 - Windsor Condo Sign Variance)



LOCATION OF NEW SIGN NOT VISIBLE FROM STREET - DECORATIVE SIGNAGE ONLY

EXISTING STREET SIGNAGE TO REMAIN AS IS

SLOPED DRIVE UP TO MAIN LOBBY FLOOR LEVEL ABOVE STREET LEVEL

NORTH

MAIN LEVEL - OVERALL FLOOR PLAN
SCALE: 1/16" = 1'-0"

1

SIGN VARIANCE

ARCHITECTS
HERSCOE HAJJAR ARCHITECTS, LLC.
22 10TH STREET SOUTH NAPLES, FLORIDA 34102
239 643-4010 (TEL) 239 643-5010 (FAX)
mhajjar@hharch.com rherscoe@hharch.com

G. MICHAEL HAJJAR
LICENSE No. AR0091948

General Notes

SCOPE KEY

AREA OF REMODEL PHASE I - COMPLETED

AREA OF REMODEL PHASE II

UNHATCHED AREAS TO REMAIN AS EXISTING.

EXISTING H.C. TOILET LAYOUTS TO REMAIN UNCHANGED.

Windsor Condo Renovation
8477 Bay Colony Dr.
Naples, FL 34108

No.	Description	Date
	ISSUED FOR PERMIT	02-01-19
8	ISSUED FOR PERMIT REVISION	03-20-2020
11	ISSUED FOR CONSTRUCTION	04-12-2021

Drawing Title

MAIN LEVEL- SCOPE IDENTIFICATION FLOOR PLAN OF EXISIT CONDITIONS

Drawn Date

Checked By Drawing Number

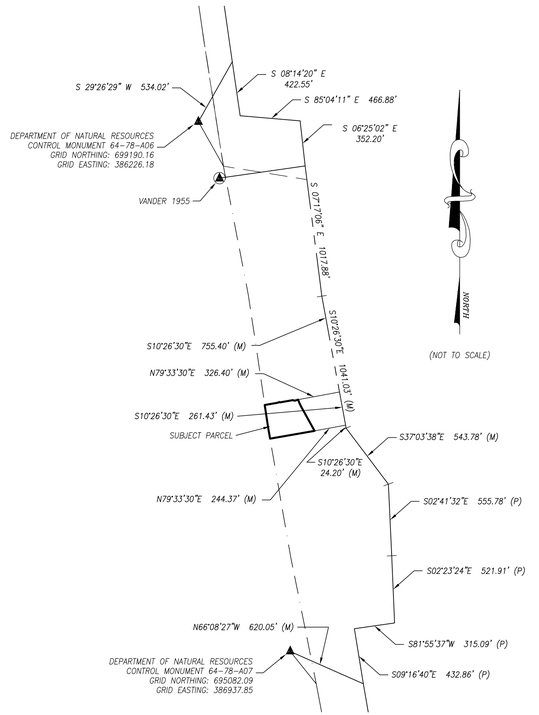
Approved A10.0

Job Number
1559-18

Attachment: ATTACHMENT B (23708 : PL20220002991 - Windsor Condo Sign Variance)

MAP OF BOUNDARY SURVEY & PLOT PLAN
A PART OF TRACT C, PELICAN BAY, UNIT EIGHT, LYING IN SECTION 32, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

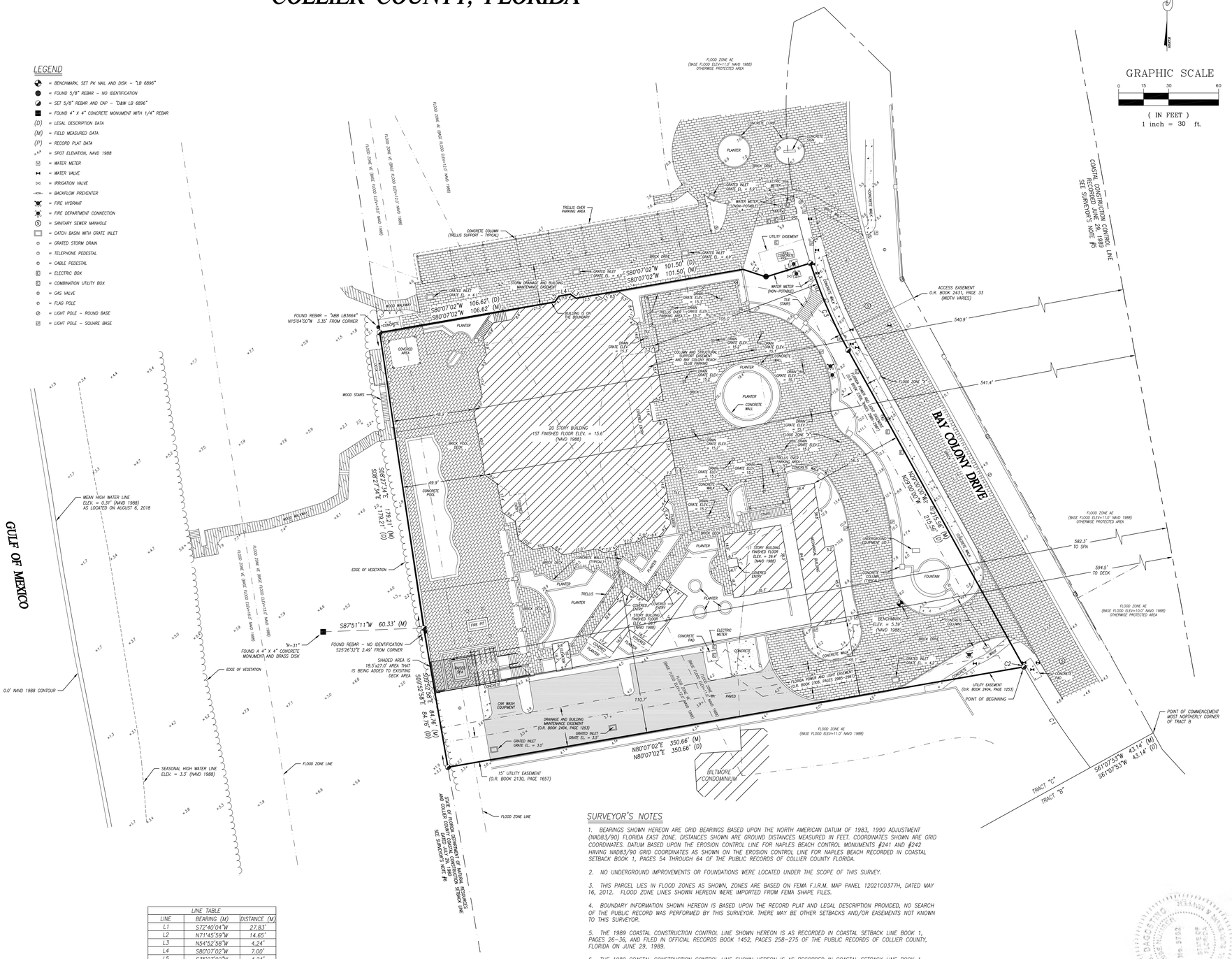
COASTAL CONSTRUCTION CONTROL LINE TIES TO DEPARTMENT OF NATURAL RESOURCES CONTROL MONUMENTS 64-78-A06 & 64-78-A07



LEGEND

- = BENCHMARK, SET PK NAIL AND DISK – "LB 6896"
- = FOUND 5/8" REBAR – NO IDENTIFICATION
- = SET 5/8" REBAR AND CAP – "D&W LB 6896"
- = FOUND 4" X 4" CONCRETE MONUMENT WITH 1/4" REBAR
- (D) = LEGAL DESCRIPTION DATA
- (M) = FIELD MEASURED DATA
- (P) = RECORD PLAT DATA
- +5.5 = SPOT ELEVATION, NAVD 1988
- = WATER METER
- = WATER VALVE
- = IRRIGATION VALVE
- = BACKFLOW PREVENTER
- = FIRE HYDRANT
- = FIRE DEPARTMENT CONNECTION
- = SANITARY SEWER MANHOLE
- = CATCH BASIN WITH GRATE INLET
- = GRATED STORM DRAIN
- = TELEPHONE PEDESTAL
- = CABLE PEDESTAL
- = ELECTRIC BOX
- = COMBINATION UTILITY BOX
- = GAS VALVE
- = FLAG POLE
- = LIGHT POLE – ROUND BASE
- = LIGHT POLE – SQUARE BASE

GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.



LEGAL DESCRIPTION

ALL THAT PART OF TRACT C, PELICAN BAY, UNIT EIGHT, PLAT BOOK 15, PAGES 27– 29, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF TRACT B, PELICAN BAY, UNIT EIGHT, THENCE S 61°07'53" W, A DISTANCE OF 43.14 FEET; TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 490.00 FEET AND A CENTRAL ANGLE OF 08°28'33", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.49 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 33°26'19" W, A DISTANCE OF 72.42 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'02", AN ARC DISTANCE OF 1.72 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 29°06'01" W, A DISTANCE OF 1.72 FEET; THENCE N 29°00'00" W, A DISTANCE OF 215.56 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 297.26 FEET AND A CENTRAL ANGLE OF 10°59'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.02 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N23°30'18" W, A DISTANCE OF 56.93 FEET TO THE POINT OF INTERSECTION WITH A NON–TANGENT LINE;
THENCE S 72°40'04" W, A DISTANCE OF 27.83 FEET THENCE N 71°45'59" W, A DISTANCE OF 14.65 FEET
THENCE S80°07'02" W, A DISTANCE OF 101.50 FEET;
THENCE N 54°52'58" W, A DISTANCE OF 4.24 FEET;
THENCE S 80°07'02" W, A DISTANCE OF 7.00 FEET;
THENCE S 35°07'02" W, A DISTANCE OF 4.24 FEET;
THENCE S 80°07'02" W, A DISTANCE OF 106.62 FEET;
THENCE S 08°27'34" E, A DISTANCE OF 179.21 FEET;
THENCE S 09°52'58" E, A DISTANCE OF 84.76 FEET;
THENCE N 80°07'02" E, A DISTANCE OF 350.66 FEET, TO THE POINT OF BEGINNING;

LESS AND EXCEPT

BAY COLONY BEACH CLUB PARKING
(THREE DIMENSIONAL)

ALL THAT PART OF TRACT C, PELICAN BAY, UNIT EIGHT, PLAT BOOK 15, PAGES 27–29, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF TRACT B, PELICAN BAY, UNIT EIGHT, THENCE S 61°07'53" W, A DISTANCE OF 43.14 FEET; TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 490.00 FEET AND A CENTRAL ANGLE OF 08°40'35", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 74.20 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 33°20'18" W, A DISTANCE OF 74.13 FEET; THENCE N 29°00'00" W, A DISTANCE OF 215.56 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 297.26 FEET AND A CENTRAL ANGLE OF 10°59'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.02 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 23°30'18" W, A DISTANCE OF 56.93 FEET; TO THE POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE S 72°40'04" W, A DISTANCE OF 27.83 FEET; THENCE N 71°45'59" W, A DISTANCE OF 14.65 FEET; THENCE S 80°07'02" W, A DISTANCE OF 1.00 FEET, TO THE POINT OF BEGINNING,

THENCE ALONG THE PROPOSED OUTSIDE WALL OF THE WINDSOR CONDO THE FOLLOWING FIVE (5) COURSES:
(1)THENCE S 80°07'02" W, A DISTANCE OF 100.50 FEET;
(2)THENCE N 54°52'58" W, A DISTANCE OF 4.24 FEET;
(3)THENCE S 80°07'02" W, A DISTANCE OF 7.00 FEET;
(4)THENCE S 35°07'02" W, A DISTANCE OF 4.24 FEET;
(5)THENCE S 80°07'02" W, A DISTANCE OF 80.67 FEET;
THENCE ALONG THE PROPOSED INSIDE WALLS THE FOLLOWING NINE (9)COURSES:
(1)THENCE S 09°52'58" E, A DISTANCE OF 18.00 FEET;
(2)THENCE N 80°07'02" E, A DISTANCE OF 129.00 FEET;
(3)THENCE S 09°52'58" E, A DISTANCE OF 73.67 FEET;
(4)THENCE N 80°07'02" E, A DISTANCE OF 8.92 FEET;
(5)THENCE N 09°52'58 W, A DISTANCE OF 4.67 FEET;
(6)THENCE N 80°07'02" E, A DISTANCE OF 56. 75 FEET;
(7)THENCE N 09°52'58" W, A DISTANCE OF 58.67 FEET;
(8)THENCE S 80°07'02" W, A DISTANCE OF 0.50 FEET;
(9)THENCE N 09°52'58" W, A DISTANCE OF 28.33 FEET, TO THE POINT OF BEGINNING;

THE UPPERMOST BOUNDARY: BEING THE PROPOSED UNDERSIDE OF THE FINISHED UNDECORATED CEILING OF THE GARAGE, ELEVATION 16.0 FEET (N.G.V.D. 1929).
CONTAINING: 1.6518 NET ACRES OF LAND, MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LINE TABLE		
LINE	BEARING (M)	DISTANCE (M)
L1	S72°40'04"W	27.83'
L2	N71°45'59"W	14.65'
L3	N54°52'58"W	4.24'
L4	S80°07'02"W	7.00'
L5	S35°07'02"W	4.24'

CURVE TABLE					
CURVE	DELTA (M)	RADIUS (M)	ARC (M)	CHORD BEARING (M)	CHORD (M)
C1	8°28'33"	490.00'	72.49'	S33°26'19"E	72.42'
C2	0°12'02"	490.00'	1.72'	S29°06'01"E	1.72'
C3	10°59'24"	297.26'	57.02'	S23°30'18"E	56.93'

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/90) FLORIDA EAST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET. COORDINATES SHOWN ARE GRID COORDINATES. DATUM BASED UPON THE EROSION CONTROL LINE FOR NAPLES BEACH CONTROL MONUMENTS #241 AND #242 HAVING NAD83/90 GRID COORDINATES AS SHOWN ON THE EROSION CONTROL LINE FOR NAPLES BEACH RECORDED IN COASTAL SETBACK BOOK 1, PAGES 54 THROUGH 64 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA.
2. NO UNDERGROUND IMPROVEMENTS OR FOUNDATIONS WERE LOCATED UNDER THE SCOPE OF THIS SURVEY.
3. THIS PARCEL LIES IN FLOOD ZONES AS SHOWN, ZONES ARE BASED ON FEMA F.I.R.M. MAP PANEL 12021C0377H, DATED MAY 16, 2012. FLOOD ZONE LINES SHOWN HEREON WERE IMPORTED FROM FEMA SHAPE FILES.
4. BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON THE RECORD PLAT AND LEGAL DESCRIPTION PROVIDED, NO SEARCH OF THE PUBLIC RECORD WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE OTHER SETBACKS AND/OR EASEMENTS NOT KNOWN TO THIS SURVEYOR.
5. THE 1989 COASTAL CONSTRUCTION CONTROL LINE SHOWN HEREON IS AS RECORDED IN COASTAL SETBACK LINE BOOK 1, PAGES 26–36, AND FILED IN OFFICIAL RECORDS BOOK 1452, PAGES 258–275 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA ON JUNE 29, 1989.
6. THE 1980 COASTAL CONSTRUCTION CONTROL LINE SHOWN HEREON IS AS RECORDED IN COASTAL SETBACK LINE BOOK 1, PAGES 13–25, DATED FEBRUARY 1979. THIS MAP SUPERSEDES THE PREVIOUS COASTAL CONSTRUCTION CONTROL LINE MAP RECORDED IN 1974.
7. THE STREET ADDRESS IS:
8477 BAY COLONY DRIVE
NAPLES, FLORIDA 34108
8. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88). ELEVATIONS ARE BASED UPON TIES TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND COLLIER COUNTY REAL–TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) REFERENCE NETWORK.

Copyright ©

JOB NO: 18–268
SHEET NO: 1 OF 1

CERTIFIED TO: WINDSOR CONDOMINIUM ASSOCIATION
HERSCOE HAJJAR ARCHITECTS

D&W DAGOSTINO & WOOD, INC.
Professional Surveying & Mapping
5415 Jaeger Road Suite A Naples, FL 34109
Phone: (239) 352-6885 Website: www.dwsurveys.com

DRAWN BY: DSD
CHECKED BY: DSD
FIELD BOOK:

COMPUTER FILE: 18268 PP.DWG
SURVEY DATE: 01/18/19
SIGNATURE DATE: 01/18/19
DRAWING SCALE: 1" = 30'
REVISION DATE: 03/27/19
REVISED BY: TLR
REVISED: 03/27/19 – SETBACK LINE LABEL – TLR

This map prepared by:
DAVID S. DAGOSTINO, PSM
Professional Surveyor & Mapper Fla. License No.5762

CERTIFICATE OF AUTHORIZATION NO. LB 6896
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DAGOSTINO STATE OF FLORIDA DAVID S. No. 5762 REGISTERED SURVEYOR AND MAPPER

Attachment: ATTACHMENT C (23708 : PL20220002991 - Windsor Condo Sign Variance)

HEARING PACKAGE CHECKLIST Return this form with printed materials

A. Backup provided by the County Planner

The Planner is responsible for all required data included in the printed packets of information for the Hearing Examiner (Hex) or the Collier County Planning Commission (CCPC). DO NOT ACCEPT DUPLICATES OF ANY DOCUMENTS. MAKE SURE ONLY THE LATEST, ACCEPTED/APPROVED COPY OF THE BELOW DOCUMENTATION. PLEASE CONFIRM THE DOCUMENTS ARE IN THE ORDER DESCRIBED IN "BACKUP PROVIDED BY APPLICANT."

Planner responsible for providing the County Attorney-drafted Ordinance for PUDs and placing in backup materials. AGENTS DO NOT INCLUDE THE PUD DOCUMENT – STAFF PROVIDES THIS TO THE COUNTY ATTORNEY WHEN THE ORDINANCE IS DRAFTED FOR A PUD. THE FINAL PUD ORDINANCE/RESOLUTION IS THE FIRST ITEM AFTER THE STAFF REPORT. [FOR HEX, THE REQUESTED LANGUAGE/ PROPOSED PLAN IS THE FIRST ITEM AFTER THE STAFF REPORT]

B. Backup provided by Applicant:

PLEASE PROVIDE THE DOCUMENTS IN THE ORDER DESCRIBED BELOW. DO NOT PROVIDE DUPLICATES OF ANY DOCUMENTS. PROVIDE ONLY THE LATEST, ACCEPTED/APPROVED COPY OF THE BELOW DOCUMENTATION. IF THE BACKUP PROVIDED BY APPLICANT IS IN DISARRAY-MEANING IT IS NOT IN THE PROPER ORDER AND/OR THE APPLICANT PROVIDES MULTIPLE DUPLICATES-THE APPLICANT COULD LOSE ITS HEARING DATE.

- ✓ Application, to include but not limited to the following:
  - ✓ Narrative of request
  - ✓ Property Information
  - ✓ Property Ownership Disclosure Form
  - ✓ Any other documents required by the specific petition type; such as a variance, a boat dock extension; PUD amendment, rezone request, etc.
- ✓ Disclosure of Property Ownership Interest (if there is additional documentation aside from disclosure form)
- ✓ Affidavit of ~~Unified Control~~ Authorization
- ✓ Affidavit of ~~Representation~~ Compliance
- ✓ Drawings (may include Cross-Section (for BDEs generally), proposed Boat Dock(s) with Water depth, location maps etc.)
- N/A NIM Information (Sign in sheet, notes, minutes and transcript/or summary)
  - ✓ Include 3 thumbnail drives of video and/or audio
- N/A Traffic Impact Study (TIS)
- N/A Environmental Data
- N/A Historical/Archeological Survey or Waiver
- N/A Utility Letter
- ✓ ~~Deviation~~ Justifications Criteria

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

✓ Boundary Survey

N/A Other documents, as needed, on a case-by-case basis such as relevant prior Ordinances, Conditional Uses, historical documents, any "private or legal" agreements affecting the PUD etc.

N/A Submerged Resource Surveys may be included here if required.

____ **CD with *only one* pdf file for all documents in the same order as the packets are put together. They must be in the same order.**

I understand that by submitting the above materials, it is the agent's/applicant's responsibility to ensure all materials are in the same order for all copies of backup materials to provide to the Hex/CCPC and the CD must contain the documents in one pdf file (not multiple files) in the same order as the printed materials. It is the agent's responsibility to ensure no documentation is left out.

Robert M. Herscoe

Signature of Agent Representative

October 7,2022

Date

Robert Herscoe - Herscoe Hajjar Architects

Printed Name of Signing Agent Representative

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

SIGN VARIANCE PETITION

LDC section 5.06.08 & Code of Laws section 2-83 – 2-90
Chapter 3 I. of the Administrative Code

PROJECT NUMBER
PROJECT NAME
DATE PROCESSED

To be completed by staff

APPLICANT CONTACT INFORMATION

Name of Property Owner(s): The Windsor at Bay Colony Condominium Association, Inc. 08/24/2022

Name of Applicant if different than owner: The Windsor at Bay Colony Condominium Association, Inc. 08/24/2022

Address: 8477 Bay Colony Dr. **City:** Naples **State:** FL **ZIP:** 34108

Telephone: (239) 592-9646 **Cell:** _____ **Fax:** _____

E-Mail Address: Dave@dupagemachine.com (David Knuepfer - Association Board President) 08/24/2022

Name of Agent: Rob Herscoe

Firm: Herscoe Hajjar Architects

Address: 22 10th Street South **City:** Naples **State:** FL **ZIP:** 34102

Telephone: 239-643-4010 **Cell:** _____ **Fax:** 239-643-5010

E-Mail Address: rherscoe@hharch.com

PROPERTY INFORMATION

Provide a detailed legal description of the property covered by the application. If space is inadequate, attach description on a separate page.

Property I.D. #: 66667505005 **Section/Township/Range:** 32 / 48 S / 25 E

Subdivision: Pelican Bay (Bay Colony) Tract C **Unit:** 8 **Lot:** _____ **Block:** _____

Metes & Bounds Description: See attached survey for description

Address of Sign Location: 8477 Bay Colony Dr., Naples, FL 34108

Current Zoning: Pelican Bay PUD R-2 **Land Use of Subject Parcel:** Multi-Family Residential Unit 08/24/2022

If a wall sign, length & height of wall upon which the Sign will be secured: 12'-2 1/2" x 9'-4"

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

NATURE OF PETITION

1. On a separate sheet attached to the application, provide a detailed explanation of the variance request including what signs are existing and what is proposed; the amount of encroachment proposed using numbers, i.e. reduce setback from 15 ft. to 10 ft.; why encroachment is necessary; how existing encroachment came to be; etc.

2. Please note that staff shall be guided in their recommendation to the Hearing Examiner, and that the Hearing Examiner shall be guided in the determination to approve or deny a variance petition by the below listed criteria (a-f), pursuant to LDC subsection 5.06.08 B. On a separate sheet attached to the application, please address the following criteria:

   a) That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
   b) That literal interpretation of the provisions of the sign code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would work unnecessary and undue hardship on the applicant.
   c) That the special conditions and circumstances which are peculiar to the land, structure or building do not result from the actions of the applicant.
   d) That granting the variance requested will not confer on the applicant any special privilege that is denied by this sign code to other lands, structures or buildings in the same zoning district.
   e) That the variance granted is the minimum relief that will make possible the reasonable use of the land, building or structure.
   f) That the granting of the variance will be consistent with the general intent and purpose of the Collier County Sign Code and the Growth Management Plan, and will not be injurious to adjacent properties or otherwise detrimental to the public welfare.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Pre-Application Meeting and Final Submittal Requirement Checklist for: Sign Variance Chapter 3 I. of the Administrative Code

The following Submittal Requirement Checklist is to be utilized during the Pre-Application Meeting and at time of application submittal. At time of submittal, the checklist is to be completed and submitted with the application packet. Please provide the submittal items in the exact order listed below with cover sheets attached to each section. **Incomplete submittals will not be accepted.**

REQUIREMENTS FOR REVIEW	# OF COPIES	REQUIRED	NOT REQUIRED
Completed Application (download current form from County website)	1	☒	
Pre-Application meeting notes	1	☑	☐
Affidavit of Authorization signed and notarized	1	☒	
Property Ownership Disclosure Form	1	☒	
Survey or Site Plan of Property	1	☑	☐
Location Map depicting major streets in area for reference	1	☑	☐
Completed Addressing Checklist	1	☒	
Once the first set of review comments are posted, provide the assigned project manager the Property Owner Advisory Letter and Certification	1	☑	☐
Electronic Copy of all documents and plans * Please be advised: The Office of the Hearing Examiner requires all materials to be submitted electronically in PDF format.	1	☑	☐

ADDITIONAL REQUIREMENTS FOR THE PUBLIC HEARING PROCESS:

- Following the completion of the review process by County review staff, the applicant shall submit all materials electronically to the designated project manager.
- Please contact the project manager to confirm the number of additional copies required.

FEE REQUIREMENTS:

- ☑ **Pre-Application Meeting:** $500.00 PAID
- ☑ **Sign Variance Petition:** $2,000.00
- ☑ **Estimated Legal Advertising Fee for the Office of the Hearing Examiner:** $1,125.00

Fire Code Plans Review Fees are collected at the time of application submission and those fees are set forth by the Authority having jurisdiction. The Land Development Code requires Neighborhood Notification mailers for Applications headed to hearing, and this fee is collected prior to hearing.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

All checks payable to: Board of County Commissioners.

The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

David R. Knueppel

Agent/Owner Signature

4-8-22

Date

DAVID R. KNUEPPEL

Applicant/Owner Name (please print)

WINDSOR BOARD PRESIDENT

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

ARCHITECTS

HERSCOE HAJJAR ARCHITECTS, INC.

Windsor Condo Renovation – Sign Variance

Nature of Petition

1. This Sign Variance is for a proposed second sign for the building of The Windsor Condominium to be located under their existing Porte Cochere at larger than 64 sf.. This is strictly for design purposes to welcome residents and guests. It is not visible from the street and therefore should not be considered as a street address sign. A primary sign does currently exist at the end of the drive at the street with an address and is not being altered. The proposed sign does not reduce or encroach on the setback line in any way as it is underneath the structure of the existing building. 08/24/2022

   SEE ATTACHED SHEET A10.0

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Collier County
Growth Management Department

ADDRESSING CHECKLIST

Please complete the following and email to GMD_Addressing@colliercountyfl.gov or submit in person to the Addressing Section at the address listed below. This form must be signed by Addressing personnel *prior* to the pre-application meeting. **Please allow 3 business days for processing**.

Not all items will apply to every project. Items in **bold** are required. **FOLIO NUMBERS MUST BE PROVIDED**. Forms older than 6 months will require additional review and approval by the Addressing Section.

PETITION TYPE (Indicate type below. Complete a separate Addressing Checklist for each Petition type).

- ☐ BL (Blasting Permit)
- ☐ BD (Boat Dock Extension)
- ☐ Carnival/Circus Permit
- ☐ CU (Conditional Use Permit)
- ☐ EXP (Excavation Permit)
- ☐ FP (Final Plat)
- ☐ LLA (Lot Line Adjustment)
- ☐ PNC (Project Name Change)
- ☐ PPL (Plans & Plat Review)
- ☐ PSP (Preliminary Subdivision Plat)
- ☐ PUD Rezone
- ☐ RZ (Standard Rezone)
- ☐ SDP (Site Development Plan)
- ☐ SDPA (SDP Amendment)
- ☐ SDPI (Insubstantial Change to SDP)
- ☐ SIP (Site Improvement Plan)
- ☐ SIPI (Insubstantial Change to SIP)
- ☐ SNR (Street Name Change)
- ☐ SNC (Street Name Change – Unplatted)
- ☐ TDR (Transfer of Development Rights)
- ☐ VA (Variance)
- ☐ VRP (Vegetation Removal Permit)
- ☐ VRSFP (Vegetation Removal & Site Fill Permit)
- ☑ OTHER SIGN VARIANCE

LEGAL DESCRIPTION of subject property or properties (copy of lengthy description may be attached)

Listed on attached survey. T48, R25, S32

FOLIO (Property ID) Number(s) of above (attach to, or associate with, legal description if more than one)

66667505005

STREET ADDRESS or ADDRESSES (as applicable, if already assigned)

8477 Bay Colony Dr. Naples 34108

- **LOCATION MAP** must be attached showing exact location of project/site in relation to nearest public road right-of-way
- SURVEY (copy – only needed for unplatted properties)

CURRENT PROJECT NAME (if applicable)

The Windsor at Bay Colony

PROPOSED PROJECT NAME (if applicable)

PROPOSED STREET NAMES (if applicable)

SITE DEVELOPMENT PLAN NUMBER (for existing projects/sites only)

SDP _____-_____ or AR or PL # 20220002991

Operations & Regulatory Management Division ● 2800 North Horseshoe Drive ● Naples, FL 34104 ● 239-252-2400
www.colliercountyfl.gov

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Collier County
Growth Management Department

Project or development names proposed for, or already appearing in, condominium documents (if application, indicate whether proposed or existing)

Please Return Approved Checklist By: ☑ Email ☐ Personally picked up

Applicant Name: David Knuepfer - The Windsay or at Bay Colony AGENT: Herscoe Hajjar Architects

Phone: (239) 263-4010 **Email:** Agent - Roberty Herscoe rhercoe@hharch.com

Signature on Addressing Checklist does not constitute Project and/or Street Name approval and is subject to further review by the Operations Division.

FOR STAFF USE ONLY

Folio Number 66667505005

Folio Number

Folio Number

Folio Number

Folio Number

Folio Number

Approved by: S.L.H. **Date:** 7/6/2022

Updated by: **Date:**

IF OLDER THAN 6 MONTHS, FORM MUST BE UPDATED OR A NEW FORM SUBMITTED.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each: The Windsor at Bay Colony Condominium Association Inc. (Board Members)

Name and Address	% of Ownership
David R. Knuepfer, Board President 8477 Bay Colony Drive #1002 Naples, FL 34108	All owners share an interest and all names listed are recorded on the Collier County's Property Appraiser
Lew Derrickson, Board Vice President 8477 Bay Colony Drive #702 Naples, FL 34108	
Bill Larkin, Board Treasurer 8477 Bay Colony Drive #1101 Naples, FL 34108	
James Geerts, Board Member 8477 Bay Colony Drive #601 Naples, FL 34108	
Robert Bernstein, Board Member 8477 Bay Colonly Drive #1001 Naples, FL 34108	

08/27/2022

b. Continued: Property (Land) also part of Bay Colony Community Association, Inc. (Board Member) Please see attached SunBiz documentation for both associations.

Name and Address	% of Ownership
Douglas Esson, Board President 8700 Bay Colony Drive, Naples, FL 34108	All owners share an interest and all names listed are recorded on the Collier County's Property Appraiser
Lew Derrickson, Board Vice President 8700 Bay Colony Drive, Naples, FL 34108	
Earnie Novak, Board Treasurer 8700 Bay Colony Drive, Naples, FL 34108	
Edward Scanlon, Board Secretary 8700 Bay Colony Drive, Naples, FL 34108	

09/06/2022

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired Not Applicable
08/27/2022

☐ **Leased: Term of lease** _____ **years /months**

If, Petitioner has option to buy, indicate the following:

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

The completed application, all required submittal materials, and fees shall be submitted to:
Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

David R. Kabler
Agent/Owner Signature WINDSOR BOARD PRESIDENT

JUNE 20, 2022
Date

THE WINDSOR AT BAY COLONY
Agent/Owner Name (please print)
The Windsor at Bay Colony Condominium Association, Inc.

08/27/2022

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

BAY COLONY
COMMUNITY ASSOCIATION

Board of Governors
Executive Committee

Doug Esson
President

Lew Derrickson
Vice President

Ed Scanlon
Secretary

Ernie Novak
Treasurer

James Wagner
Remington

Kathleen Fabela

Governors

Mark Stout
Bay Colony Shores

Richard Lenny
Biltmore

Anne Taranto
Brighton

Greg Boll
Carlysle

Jim Duffy
Contessa

John Griswold
The Estates

Kent Johnson
Mansion La Palma

Mary Scanlon
The Marquesa

Robert Dondero
Salerno

Stephen Warm
The Strand

Michael Plante
Toscana

Dan Murphy
Trieste

Peter Barakett
Villa La Palma

Edward Mader
Vizcaya

Dave Knuepfer
Windsor

LuAnn G. Giovannelli, CCM, CAM
General Manager, COO

September 7, 2022

Collier County Growth Management
2885 Horseshoe Dr. S
Naples, FL 34104

RE: Sign Variance
PL20220002991
Windsor Condo Sign (SV)

The Bay Colony Community Association, Inc. gives consent to the variance petition that The Windsor at Bay Colony Condominium Association, Inc. for the proposed decorative sign ***"The Windsor"*** on the building of The Windsor at Bay Colony to be located under their Porte Cochere.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Lew Derrickson, Vice President
Bay Colony Board of Governors

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

The Windsor At Bay Colony
Condominium Association, Inc.
8477 Bay Colony Drive
Naples, Florida 34108
Phone: (239) 592-9646 Fax (239) 592-9639

June 20, 2022

Dear Property Owner:

Please be advised that the sender has made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described property located at:

> *8477 Bay Colony Drive, approximately three-quarters from the intersection of Bay Colony Drive and Pelican Bay, in Section 32, Township 48 South, Range 25 East, Collier County, Florida.*

It is our intent to ask the County to allow us to install a decorative sign underneath the cover of the building in the Porte Cochere as a decorative feature to the main entry lobby on the aforementioned property. In order to provide you an opportunity to become fully aware of our intention, we will be contacting you directly within the next few days or you may choose to telephone the sender for further information. In any event, please be advised that we are interested in assuring you that our request will not adversely affect your property interest.

Sincerely,

David R. Knuepfer
President

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Notes

Petition Type: Sign Variance (SV)
Date and Time: Tuesday 5/17/22 at 1:30PM

Assigned Planner: Gabriela Castro

Engineering Manager (for PPL's and FP's): _____

Project Information

Project Name: Windsor Condo Sign (SV)

PL #: 20220002991

Property ID #: Multi Family **Current Zoning:** PUD - Pelican Bay

Project Address: 8477 Bay Colony DR. **City:** Naples **State:** FL **Zip:** 34108

Applicant: Rob Herscoe- Herscoe Hajjar Architects

Agent Name: Rob Herscoe **Phone:** 643-5010

Agent/Firm Address: 22 10th St. South **City:** Naples **State:** FL **Zip:** 34102

Property Owner: Windsor at Bay Colony, The A Condominium

Please provide the following, if applicable:

i. **Total Acreage:** _____

ii. **Proposed # of Residential Units:** _____

iii. **Proposed Commercial Square Footage:** _____

iv. **For Amendments, indicate the original petition number:** _____

v. **If there is an Ordinance or Resolution associated with this project, please indicate the type and number:** _____

vi. **If the project is within a Plat, provide the name and AR#/PL#:** _____

_____

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

As of 10/16/2017 all Zoning applications have revised applications, and your associated Application is included in your notes; additionally a *new Property Ownership Disclosure Form is required for all applications. A copy of this new form is included in your pre-app

Note – link is https://www.colliercountyfl.gov/Home/ShowDocument?id=75093

- Answer Nature of Petition (page 2 of application)
- Provide the curve dimension, and show on the color rendering
- limit the sign area to 64 sqft (ground sign + wall sign)
- facing east
- Attached example of Variance agent letter Page 2.A + 2.B.
- Will be responsible for placing Public Notice Sign (please see admin code for requirement)

If Site is within the City of Naples Water Service Area please send to Naples Utilities and Planning Departments. Then, if the petition is submitted, we are to send it (by email) to the four persons below in their Utilities and Planning Depts. - along with a request that they send us a letter or email of "no objection" to the petition. Bob Middleton RMiddleton@naplesgov.com Allyson Holland AMHolland@naplesgov.com Robin Singer RSinger@naplesgov.com Erica Martin emartin@naplesgov.com

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Sample letter for Notification of Variance
to Property Owners and Associations within 150 feet

(Company Letterhead)

(Date)

Name
Address
City, State Zip

Dear Property Owner:

Please be advised that the sender has made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described property:

[Description: distance from nearest intersection, fronting street or access road. Verify with planner]

It is our intent to ask the County to allow us to (describe nature of variance) on the aforementioned property. In order to provide you an opportunity to become fully aware of our intention, we will be contacting you directly within the next few days or you may choose to telephone the sender for further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

[Applicant's name, address, and phone number where you can be contacted]

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Page 2.A.

Collier County
Growth Management Department

GIS PROCESSING REQUEST
(Property Notification Address Listing)

Lists do not include Civic or Homeowner Associations.
Submit completed form to DL-GMDNorthGIS@colliercountyfl.gov
Please allow 3-5 business days for your request to be completed.
NOTE: Incomplete or altered forms will not be accepted.

Request Date: _____

NIM Date (if scheduled): _____

AGENT/APPLICANT INFORMATION

Name of Agent/Applicant: _____

Business: _____

Telephone #: _____ **E-Mail:** _____

SITE LOCATION INFORMATION

PL Number (required): _____

Folio Number(s) of Property: and/or PUD Name (required) _____

Buffer Distance Around Site Location (select one): [ ] 150' [ ] 500' [ ] 1,000' [ ] 1 Mile

Properties Included (select all applicable): [ ] Internal [ ] External

REQUESTED PRODUCTS

Results: [ ] Names and Addresses Only [ ] Names, Addresses, and Property Descriptions

Product(s) and Processing Fees

[ ] Spreadsheet (MS Excel, Electronic)	$70.00
[ ] Mailing Labels (Printed)	$80.00 + $0.06 for every record over 1,500
[ ] Spreadsheet and Mailing Labels	$85.00 + $0.11 for every record over 1,500

ADDITIONAL INFORMATION

Disclaimer: The data used in this request belongs to the Collier County Property Appraiser's Office (CCPA). Therefore, the recipient agrees not to represent this data to anyone as other than CCPA provided. As such, Collier County and its employees make no guarantees, implied or otherwise as to the accuracy or completeness. We therefore do not accept any responsibilities as to its use.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

Sign Plans Review - Jennifer Breining - See ATTACHED email notes on Page 3.A

Other required documentation for submittal (not listed on application):

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

ThomasClarkeVEN

From: BreiningJennifer
Sent: Wednesday, May 18, 2022 11:17 AM
To: ThomasClarkeVEN
Subject: Pre-app notes

Hi- Here are the pre-app notes for sign:

Provide shielding for the illuminated sign to ensure the light does not become a nuisance to adjacent residential properties.

Jennifer Breining

Collier County

Growth Management Department
Sign Plans Reviewer
2800 North Horseshoe Drive
Naples, FL 34104
Phone: (239) 252-5573
Fax: (239) 252-6927
Visit our Website at: WWW.COLLIERGOV.NET

How are we doing?
The Operations & Regulatory Management Division wants to hear from you!
Please take our online **SURVEY**.
We appreciate your feedback!

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Sign-In Sheet

PL# 20220002991

Collier County Contact Information:

Name	Review Discipline	Phone	Email
☐ Maggie Acevedo	North Collier Fire	252-2309	macevedo@northcollierfire.com
☐ Steve Baluch	Transportation Planning	252-2361	stephen.baluch@colliercountyfl.gov
☐ Shar A.Beddow	MSM/Deputy Fire Marshal - Greater Naples Fire	241-1422	sbeddow@gnfire.org
☐ Ray Bellows	Zoning, Planning Manager	252-2463	raymond.bellows@colliercountyfl.gov
☐ Laurie Beard	PUD Monitoring	252-5782	laurie.beard@colliercountyfl.gov
☑ ~~Craig Brown~~ DAVID ROW & CRAIG BROWN	Environmental Specialist	252-2548	craig.brown@colliercountyfl.gov
☐ Heidi Ashton Cicko	Managing Asst. County Attorney	252-8773	heidi.ashton@colliercountyfl.gov
☑ Thomas Clarke	Zoning Operations Analyst	252-2584	thomas.clarke@colliercountyfl.gov
☐ Jamie Cook	Development Review Director	252-6290	Jaime.cook@colliercountyfl.gov
☑ Gabriela Castro	Zoning Principal Planner	252-4211	gabriela.castro@colliercountyfl.gov
☐ Maggie DeMeo	North Collier Fire	252-2308	pdemeo@northcollierfire.com
☐ Eric Fey, P.E.	Utility Planning	252-1037	eric.fey@colliercountyfl.gov
☐ Tim Finn, AICP	Zoning Principal Planner	252-4312	timothy.finn@colliercountyfl.gov
☐ Sue Faulkner	GMP - Comprehensive Planning	252-5715	sue.faulkner@colliercountyfl.gov
☐ Michael Gibbons	Structural/Residential Plan Review	252-2426	michael.gibbons@colliercountyfl.gov
☐ Storm Gewirtz, P.E.	Engineering Stormwater	252-2434	storm.gewirtz@colliercountyfl.gov
☑ Cormac Giblin, AICP	Development Review-Planning Manager	252-5095	Cormac.giblin@colliercountyfl.gov
☐ Nancy Gundlach, AICP	Zoning Principal Planner	252-2484	nancy.gundlach@colliercountyfl.gov
☐ Rachel Hansen	GMP – Comprehensive Planning	252-1142	Rachel.hansen@colliercountyfl.gov
☐ Richard Henderlong	Zoning Principal Planner	252-2464	richard.henderlong@colliercountyfl.gov
☐ John Houldsworth	Engineering Subdivision	252-5757	john.houldsworth@colliercountyfl.gov
☐ Alicia Humphries	Right-Of-Way Permitting	252-2326	alicia.humphries@colliercountyfl.gov
☐ Anita Jenkins	Planning & Zoning Director	252-5095	Anita.jenkins@colliercountyfl.gov
☐ John Kelly	Zoning Senior Planner	252-5719	john.kelly@colliercountyfl.gov
☐ Parker Klopf	GMP – Comprehensive Planning	252-2471	Parker.klopf@colliercountyfl.gov
☐ Troy Komarowski	North Collier Fire	252-2521	tkomarowski@northcollierfire.com
☐ Sean Lintz	North Collier Fire	597-9227	slintz@northcollierfire.com
☐ Diane Lynch	Operations Analyst	252-8243	diane.lynch@colliercountyfl.gov
☐ Thomas Mastroberto	Greater Naples Fire	252-7348	thomas.mastroberto@colliercountyfl.gov
☐ Jack McKenna, P.E.	Engineering Services	252-2911	jack.mckenna@colliercountyfl.gov

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Collier County

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

☐	Matt McLean, P.E.	Division Director - IF, CPP & PM	252-8279	matthew.mclean@colliercountyfl.gov
☐	Michele Mosca, AICP	Capital Project Planning	252-2466	michele.mosca@colliercountyfl.gov
☐	Richard Orth	Stormwater Planning	252-5092	richard.orth@colliercountyfl.gov
☑	Eric Ortman	Zoning Principal Planner	252-1032	Eric.Ortman@colliercountyfl.gov
☐	Derek Perry	Assistant County Attorney	252-8066	Derek.perry@colliercountyfl.gov
☐	Brandi Pollard	Utility Impact fees	252-6237	brandi.pollard@colliercountyfl.gov
☐	Todd Riggall	North Collier Fire	597-9227	triggall@northcollierfire.com
☐	Brett Rosenblum, P.E.	Development Review Principal Project Manager	252-2905	brett.rosenblum@colliercountyfl.gov
☐	James Sabo, AICP	GMP, Comp Planning Manager	252-2708	james.sabo@colliercountyfl.gov
☐	Michael Sawyer	Transportation Planning	252-2926	michael.sawyer@colliercountyfl.gov
☐	Corby Schmidt, AICP	Comprehensive Planning	252-2944	corby.schmidt@colliercountyfl.gov
☐	Linda Simmons	North Collier Fire	252-2311	Linda.Simmons@colliercountyfl.gov
☐	Peter Shawinsky	Architectural Review	252-8523	peter.shawinsky@colliercountyfl.gov
☐	Mark Templeton	Landscape Review	252-2475	mark.templeton@colliercountyfl.gov
☐	Connie Thomas	Client Services Supervisor	252-6369	Consuela.thomas@colliercountyfl.gov
☐	Jessica Velasco	Client Services	252-2584	jessica.velasco@colliercountyfl.gov
☐	Jon Walsh, P.E.	Building Review	252-2962	jonathan.walsh@colliercountyfl.gov
☐	Kirsten Wilkie	Environmental Review Manager	252-5518	kirsten.wilkie@colliercountyfl.gov
☐	Christine Willoughby	Development Review - Zoning	252-5748	christine.willoughby@colliercountyfl.gov
☐	Daniel Zunzunegui	North Collier Fire	252-2310	Daniel.Zunzunegui@colliercountyfl.gov

Additional Attendee Contact Information:

Name	Representing	Phone	Email
Rob Herscoe.		643-4010	cmedina@hharch.com
~~Amy~~ Jen Breining	Collier County Sign Reviewer	X5573	

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Collier County
Growth Management Department
Zoning Division

Applicant/Agent may also send site plans or conceptual plans for review in advance if desired.

PL20220002991 – Windsor Condo Sign (VA) **Planner: Gabriela Castro**

Assigned Ops Staff: Thomas Clarke

STAFF FORM FOR SUPPLEMENTAL PRE-APPLICATION MEETING INFORMATION

- **Name and Number of who submitted pre-app request:**
  The Windsor at Bay Colony
  David Knuepfer Board President
  239-592-9646

- **Agent to list for PL#**
  Robert Herscoe
  Herscoe Hajjar Architects
  239-643-4010

- **Owner of property (all owners for all parcels)**
  The Windsor at Bay Colony

- **Confirm Purpose of Pre-App: (Rezone, etc.)**
  Sign Variance

- **Please list the density request of the project if applicable and number of homes/units/offices/docks:**

  N/A

- **Details about Project:**
  Looking to install a design element sign under existing porte cochere which is under the existing building for the owners that is not a street or address sign.

REQUIRED Supplemental Information provided by:
Name: Rob Herscoe
Title: Principal
Email: rhercoe@hharch.com
Phone: 239-643-4010

Cancellation/Reschedule Requests: Contact Connie Thomas-Client Services Supervisor
Consuela.Thomas@colliercountyfl.gov **Phone: 239-252-2473**

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired _____

☐ **Leased: Term of lease _____ years /months**

If, Petitioner has option to buy, indicate the following:

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

_____ _____
Agent/Owner Signature Date

_____
Agent/Owner Name (please print)

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Pre-Application Meeting and Final Submittal Requirement Checklist for: Sign Variance Chapter 3 I. of the Administrative Code

The following Submittal Requirement Checklist is to be utilized during the Pre-Application Meeting and at time of application submittal. At time of submittal, the checklist is to be completed and submitted with the application packet. Please provide the submittal items in the exact order listed below with cover sheets attached to each section. **Incomplete submittals will not be accepted.**

REQUIREMENTS FOR REVIEW	# OF COPIES	REQUIRED	NOT REQUIRED
Completed Application (download current form from County website)	1	☒	
Pre-Application meeting notes	1	☑	☐
Affidavit of Authorization signed and notarized	1	☒	
Property Ownership Disclosure Form	1	☒	
Survey or Site Plan of Property	1	☑	☐
Location Map depicting major streets in area for reference	1	☑	☐
Completed Addressing Checklist	1	☒	
Once the first set of review comments are posted, provide the assigned project manager the Property Owner Advisory Letter and Certification	1	☑	☐
Electronic Copy of all documents and plans * Please be advised: The Office of the Hearing Examiner requires all materials to be submitted electronically in PDF format.	1	☑	☐

ADDITIONAL REQUIREMENTS FOR THE PUBLIC HEARING PROCESS:

- Following the completion of the review process by County review staff, the applicant shall submit all materials electronically to the designated project manager.
- Please contact the project manager to confirm the number of additional copies required.

FEE REQUIREMENTS:

- ☑ **Pre-Application Meeting:** $500.00 – PAID
- ☑ **Sign Variance Petition:** $2,000.00
- ☑ **Estimated Legal Advertising Fee for the Office of the Hearing Examiner:** $1,125.00

Fire Code Plans Review Fees are collected at the time of application submission and those fees are set forth by the Authority having jurisdiction. The Land Development Code requires Neighborhood Notification mailers for Applications headed to hearing, and this fee is collected prior to hearing.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20220002991

I, Dave Knuepfer (print name), as President (title, if applicable) of The Windsor at Bay Colony **Condominium Association, Inc.** 08/24/2022 any, If applicable), swear or affirm under oath, that I am the (choose one) owner ☑ applicant ☐ contract purchaser ☐ and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Rob Herscoe of Herscoe Hajjar Architects, LLC to act as our/my representative in any matters regarding this petition including 1 through 2 above.

**Notes:*

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

David R. Knuepfer
Signature

July 7, 2022
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of ☑ physical presence or ☐ online notarization this 7 day of July, 2022 by (printed name of owner or qualifier) David Knuepfer.

Such person(s) Notary Public must check applicable box:

☑ Are personally known to me

☐ Has produced a current drivers license _____

☐ Has produced _____ as identification.

Notary Signature: _____

Notary Seal

NOTARY PUBLIC STATE OF FLORIDA

YANARY ANDERSON
Commission # HH 085504
Expires February 6, 2025
Bonded Thru Budget Notary Services

CP\08-COA-00115\155
REV 3/4/2020

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

AFFIDAVIT OF COMPLIANCE

I hereby certify that pursuant to Ordinance 2004-72, of the Collier County Land Development Code, I did give notice by mail at least 30 days after receipt of letter indicating that the application is sufficient to the following property owners and or condominium and civic associations whose members may be impacted by the proposed land use changes of an application request for a variance or parking exemption. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the county to be notified.* The said notice contained the laymen's description of the site property of proposed change.

Per attached letters and or property owner's list, which are hereby made a part of this Affidavit of Compliance.

David R. Knuepfer
(Signature of Applicant)

State of Florida
County of Collier

The foregoing Affidavit of compliance was acknowledged before me this 27 day of September, 2022 by David R. Knuepfer, who is personally known to me or who has produced _____ as identification.

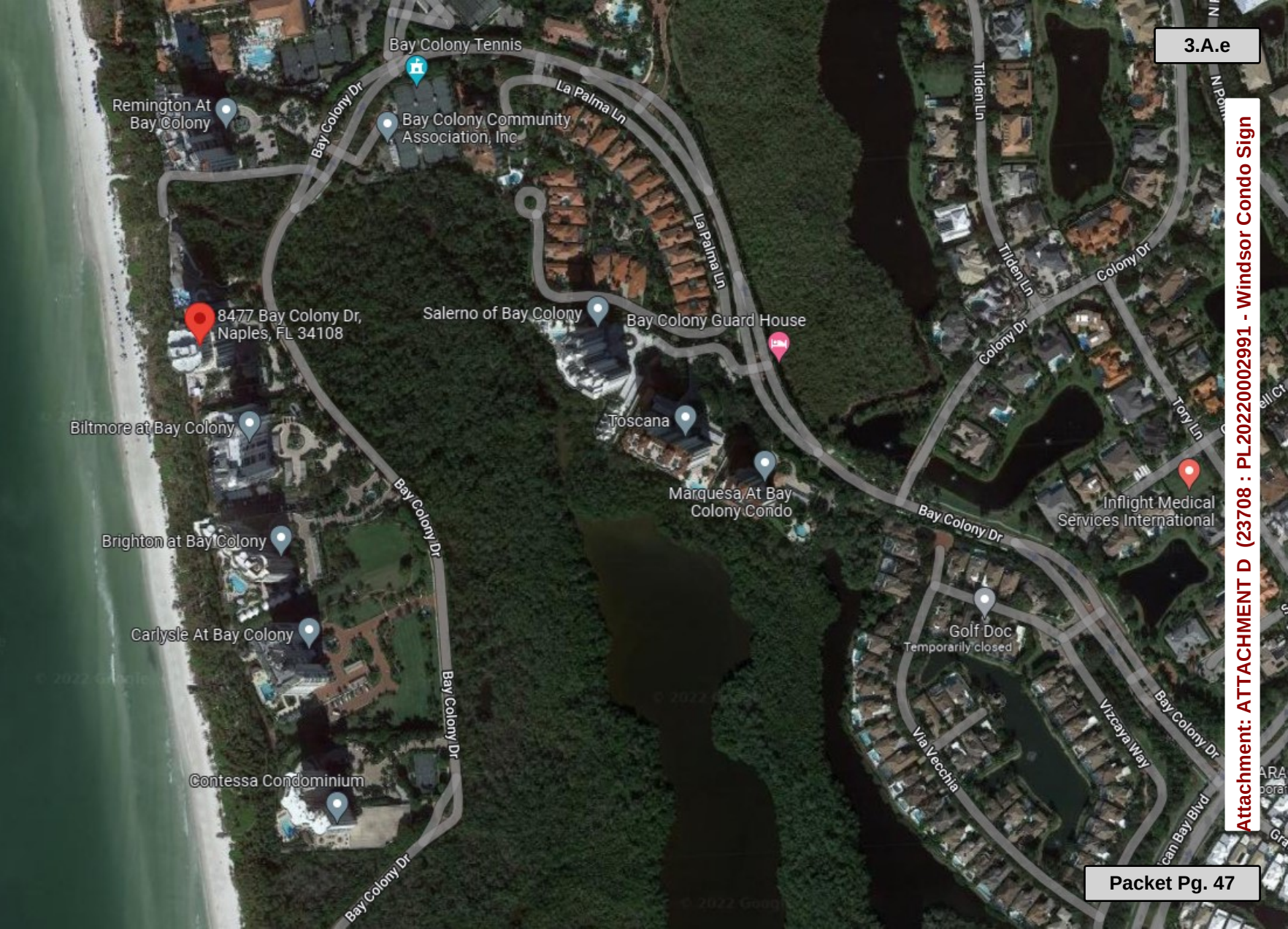
(Signature of Notary Public)

Yanary Anderson
Printed Name of Notary

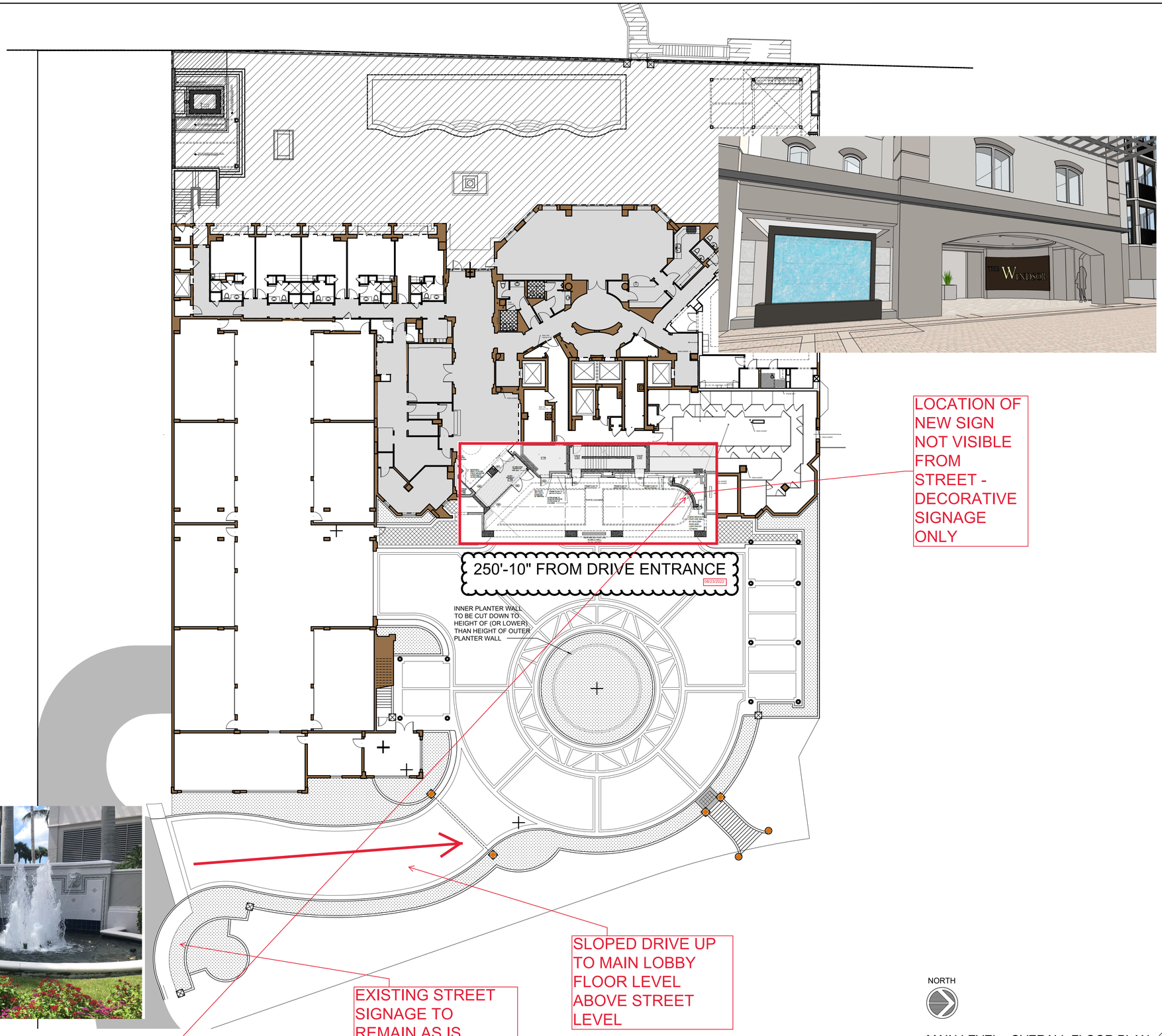
(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
YANARY ANDERSON
Commission # HH 085504
Expires February 6, 2025
Bonded Thru Budget Notary Services

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)



Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign



NORTH

MAIN LEVEL - OVERALL FLOOR PLAN (1)
SCALE: 1/16" = 1'-0"

SIGN VARIANCE

ARCHITECTS
HERSCOE HAJJAR ARCHITECTS, LLC.
22 10TH STREET SOUTH NAPLES, FLORIDA 34102
239 643-4010 (TEL) 239 643-5010 (FAX)
mhajjar@hharch.com rherscoe@hharch.com

G. MICHAEL HAJJAR
LICENSE No. AR0091948

General Notes

SCOPE KEY

- AREA OF REMODEL PHASE I - COMPLETED
- AREA OF REMODEL PHASE II

UNHATCHED AREAS TO REMAIN AS EXISTING.

- EXISTING H.C. TOILET LAYOUTS TO REMAIN UNCHANGED.

Windsor Condo Renovation
8477 Bay Colony Dr.
Naples, FL 34108

No.	Description	Date
	ISSUED FOR PERMIT	02-01-19
8	ISSUED FOR PERMIT REVISION	03-20-2020
11	ISSUED FOR CONSTRUCTION	04-12-2021

Drawing Title

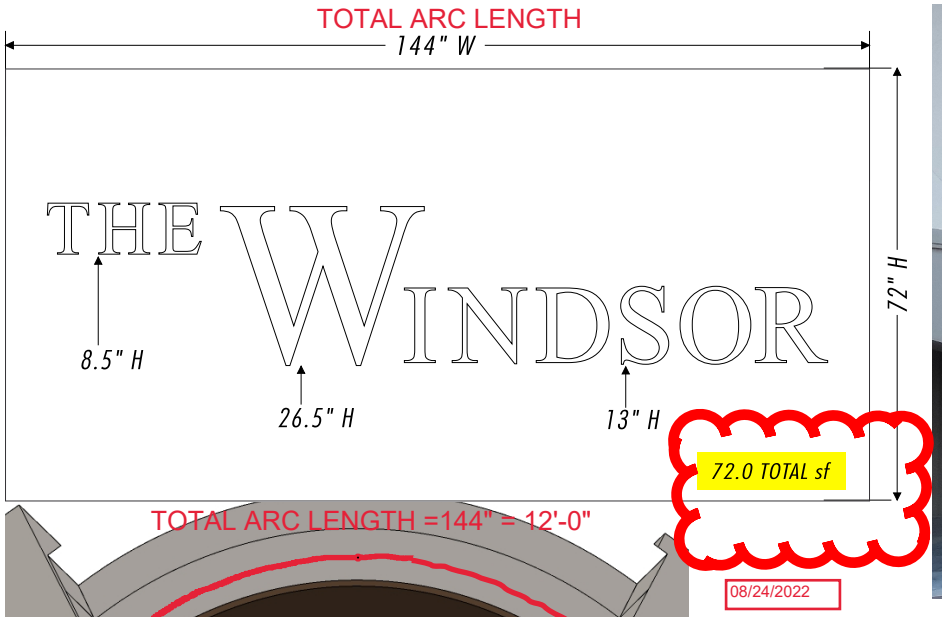
MAIN LEVEL- SCOPE IDENTIFICATION FLOOR PLAN OF EXISIT CONDITIONS

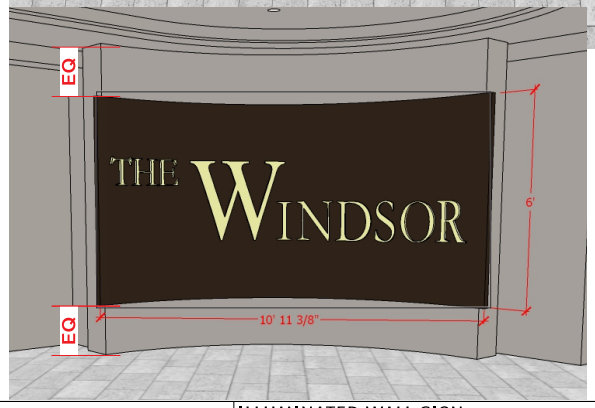
Drawn Date
Checked By Drawing Number
Approved A10.0
Job Number
1559–18

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

PROOF FOR:	Aimee Crowe		Client	Herscoe Hajjar Architects	E-Mail	ACrowe@hharch.com	JOB #:
APPROVED BY:	Matt Sprung	11.02.2021	Jobsite	The Windsor, 8477 Bay Colony Drive, Naples, Florida 34108			PAGE # 1

© 2021 Lykins-Signtek Inc. (LS). This design is the sole property of LS and may not be used or reproduced whole or in part by any other party without written permission by LS. In case of differences between this design and the description on the estimate, this design shall prevail. It is the responsibility of the client to verify this design for accuracy of product, materials, spelling & punctuation, colors, sizes, and position. Approval by the client releases LS from any liability regarding these matters. **PLEASE REVIEW THIS DESIGN PROOF CAREFULLY.**





SINGLE SIDED WALL SIGN -

.090" ALUMINUM FACE ROUTED OUT

WITH PUSH-THRU COPY TO BE

INTERNALLY ILLUMINATED

FACE LIT AND REVERSE LIT

FLOAT MOUNTED OFF CURVED WALL

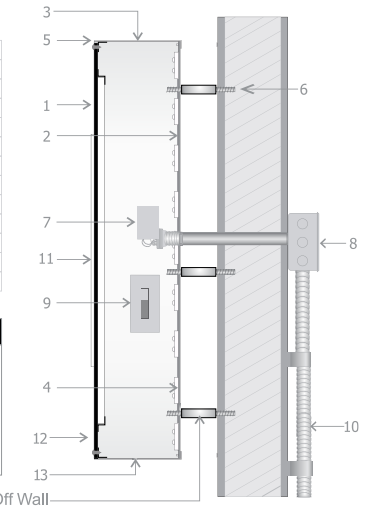
LIGHTING TO BE PROVIDED USING WHITE LED'S

PUSH THRU CAN SIGN - SPACER MOUNT

1	all welded 0.090" aluminum face
2	sign back to be 3/16" thick Clear Acrylic
3	extruded sign frame w/ 1½" retainer
4	illumination to be provided by LEDs.
5	1½" x 1/8" aluminum angle retainer
6	1/4" threaded rod - with spacers
7	power supply
8	junction box by owner
9	disconnect switch
10	primary power source
11	1/2" clear acrylic
12	stainless steel screws (3" from top & bottom 16" apart)
13	weep hole

ELECTRICAL NOTES

- All materials and fasteners meet 3004.4
- All electrical components are UL listed, labeled and approved.
- Signs grounded according to NEC 600.7
- Signs manufactured per NEC 600.3 and marked per NEC 600.4.
- All branch circuits per NEC 600 .5(B).1 or (B).2.
- All signs controlled by photocell or time clock per FBC 13-415. (ABC) .1.4.
- One 20 amp disconnect per sign per circuit per NEC 600.6(A).1.
- Disconnect switch to be within sight of the sign or Lockable.



Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

Lykins Signtek
239-594-8494

ILLUMINATED WALL SIGN

SALES REP:	MATT SPRUNG	ORDERED:	04.13.2021
DRAWING DATE:	04.15.2021 JL		

Initial design plus up to 2 revisions are included in our estimates; additional design work will be billed at $75/hr.
FILEPATH: L:\misc\2021\88340 - Herscoe_Hajjar.fs

Revision Notes:

☐ Deliver ☐ Pick-Up **Price:**
☐ Shipping ☐ Installation $

Color disclaimer: colors viewed on a screen or printed document will vary. Finished product colors may also vary slightly from specification due to materials and production processes

E161649 ES12001882

Electrical signs are designed to be installed in compliance with NEC Article 60

Authorization

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

2. Listed criteria (a-f) , pursuant to LDC subsection 5.06.08 B.
    a. SPECIAL CONDITIONS – the main entry to the main lobby level of this high-end condo building is above street level and therefore the location of this sign is not visible from the street. Also, it will be located under the building structure in the Porte Cochere, it is also not visible to other buildings since it is not on the face of the building. It is designed to be seen upon homeowner and guest arrival at drop off.
    b. LITERAL INTERPRETATION (per LDC subsection 5.06.02B.6)
        i. On-premises signs within residential districts. Two ground signs with a maximum height of 8 feet or wall, residential entrance or gate signs with a maximum height of 8 feet may be located at each entrance to a multi-family or single-family development and mobile home or recreational vehicle park subject to the following requirements:
            a. Such signs shall maintain a 10-foot setback from any property line unless placed on a fence or wall subject to the restrictions set forth in section 5.03.02 "Fences and Walls." Furthermore, bridge signs located on private bridges directly leading to private communities shall not be considered off-premises signs . Bridge signs complying with the requirements of section 5.06.02 may be substituted for ground or wall signs in residential districts.
                - Not applicable. (08/27/2022)
            b. The ground or wall signs shall not exceed a combined area of 64 square feet and shall not exceed the height or length of the wall or gate upon which it is located.
                - The proposed sign is over the 64 square feet combined with the existing sign which is a part of the variance request. (08/27/2022)
            c. Architectural embellishments less than 10 square feet in area shall not be considered signs and shall be allowed throughout the development. However, should such architectural embellishments be located closer than 10 feet to any sign, then the architectural embellishment shall be counted toward the permitted sign area of such sign.
                - There are no architectural embellishments within 10 feet of this sign. (08/27/2022)
            d. Official Address Numbers or range of Official Address Numbers shall be displayed in numerals at least 6 inches high on the upper 50 percent of the sign face and located such that it shall not be covered by landscaping or other appurtenances. Where signs are erected on streets that do not match the Official Address Number of the building, no address numbers shall be posted on the sign.
                - No numbers to be displayed on this sign.
    c. SPECIAL CONDITIONS – The building was originally constructed with a Porte Cochere located underneath the building structure. The feature would be located on a wall underneath the primary building structure not on the façade of the building. It is intended for the homeowners and guests to see upon arrival to the lobby and not to attract attention from the street to the building.
    d. SPECIAL PRIVILEGE – The location of this element does not grant this owner any special privilege or attention to its building or location, as it is not viewable from its street presence. It does not attract or detract from any neighboring buildings of similar use.
    e. MINIMAL RELIEF – The location and size of the sign does not negatively affect the use of the building in any way.

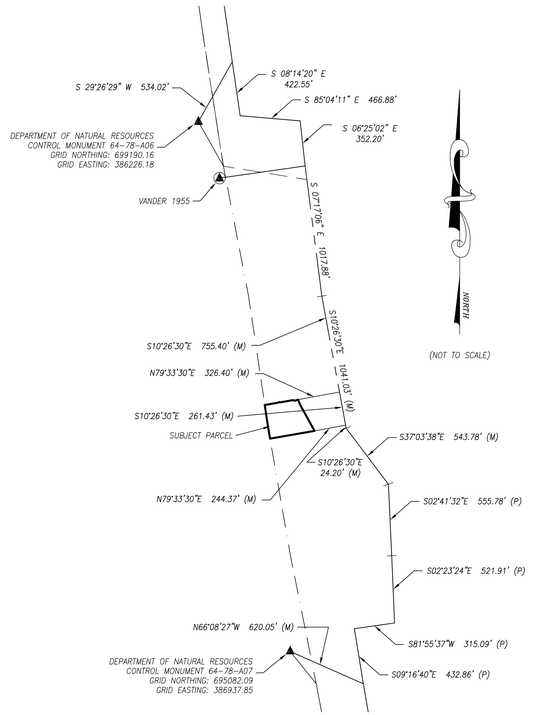
Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

f. GENERAL INTENT " the purpose of this sign element is to welcome homeowners who are proud of their residence and for their guests to feel welcome upon arrival to the building lobby. It is not to attract visitors from the street to their private building. This is a private multi-family condo and not a commercial use building looking for customers. The location of this element is not injurious to adjacent properties or otherwise detrimental to the public welfare. The location of this sign will not have any major impact on sea turtles as it will not be seen from the west beach side of the building in any way due to being on the east side of the building and being shielded by the building itself on the sides due to being inset into the Porte Cochere under the building as demonstrated in previous images.

Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)

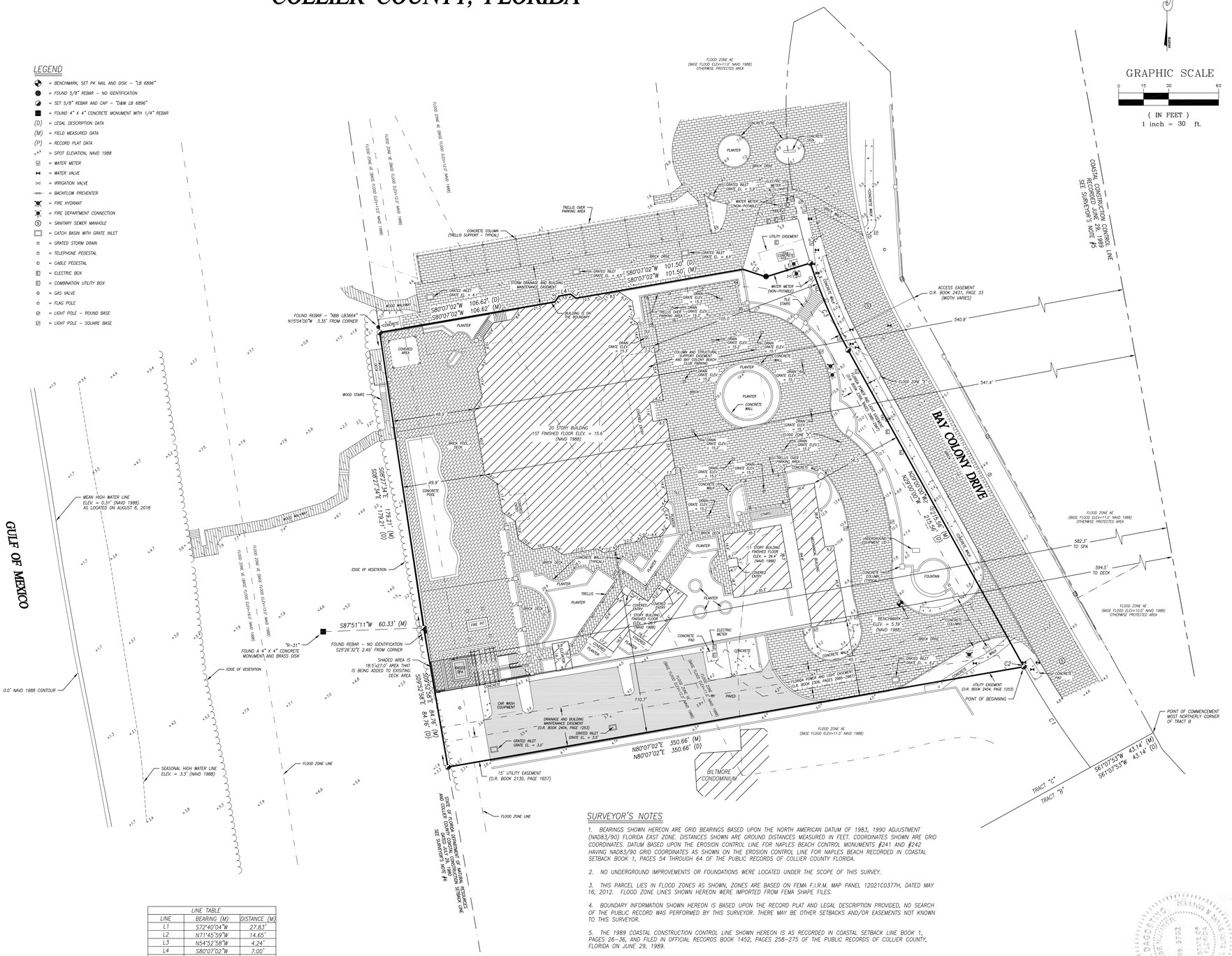
MAP OF BOUNDARY SURVEY & PLOT PLAN
A PART OF TRACT C, PELICAN BAY, UNIT EIGHT, LYING IN SECTION 32, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

COASTAL CONSTRUCTION CONTROL LINE TIES TO DEPARTMENT OF NATURAL RESOURCES CONTROL MONUMENTS 64-78-A06 & 64-78-A07



LEGEND

- = BENCHMARK, SET PK NAIL AND DISK – "LB 6896"
- = FOUND 5/8" REBAR – NO IDENTIFICATION
- = SET 5/8" REBAR AND CAP – "D&W LB 6896"
- = FOUND 4" X 4" CONCRETE MONUMENT WITH 1/4" REBAR
- (D) = LEGAL DESCRIPTION DATA
- (M) = FIELD MEASURED DATA
- (P) = RECORD PLAT DATA
- +5.5 = SPOT ELEVATION, NAVD 1988
- = WATER METER
- = WATER VALVE
- = IRRIGATION VALVE
- = BACKFLOW PREVENTER
- = FIRE HYDRANT
- = FIRE DEPARTMENT CONNECTION
- = SANITARY SEWER MANHOLE
- = CATCH BASIN WITH GRATE INLET
- = GRATED STORM DRAIN
- = TELEPHONE PEDESTAL
- = CABLE PEDESTAL
- = ELECTRIC BOX
- = COMBINATION UTILITY BOX
- = GAS VALVE
- = FLAG POLE
- = LIGHT POLE – ROUND BASE
- = LIGHT POLE – SQUARE BASE



LEGAL DESCRIPTION

ALL THAT PART OF TRACT C, PELICAN BAY, UNIT EIGHT, PLAT BOOK 15, PAGES 27– 29, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF TRACT B, PELICAN BAY, UNIT EIGHT, THENCE S 61°07'53" W, A DISTANCE OF 43.14 FEET; TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 490.00 FEET AND A CENTRAL ANGLE OF 08°28'33", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.49 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 33°26'19" W, A DISTANCE OF 72.42 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'02", AN ARC DISTANCE OF 1.72 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 29°06'01" W, A DISTANCE OF 1.72 FEET; THENCE N 29°00'00" W, A DISTANCE OF 215.56 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 297.26 FEET AND A CENTRAL ANGLE OF 10°59'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.02 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N23°30'18" W, A DISTANCE OF 56.93 FEET TO THE POINT OF INTERSECTION WITH A NON–TANGENT LINE;
THENCE S 72°40'04" W, A DISTANCE OF 27.83 FEET THENCE N 71°45'59" W, A DISTANCE OF 14.65 FEET
THENCE S80°07'02" W, A DISTANCE OF 101.50 FEET;
THENCE N 54°52'58" W, A DISTANCE OF 4.24 FEET;
THENCE S 80°07'02" W, A DISTANCE OF 7.00 FEET;
THENCE S 35°07'02" W, A DISTANCE OF 4.24 FEET;
THENCE S 80°07'02" W, A DISTANCE OF 106.62 FEET;
THENCE S 08°27'34" E, A DISTANCE OF 179.21 FEET;
THENCE S 09°52'58" E, A DISTANCE OF 84.76 FEET;
THENCE N 80°07'02" E, A DISTANCE OF 350.66 FEET, TO THE POINT OF BEGINNING;

LESS AND EXCEPT

BAY COLONY BEACH CLUB PARKING
(THREE DIMENSIONAL)

ALL THAT PART OF TRACT C, PELICAN BAY, UNIT EIGHT, PLAT BOOK 15, PAGES 27–29, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF TRACT B, PELICAN BAY, UNIT EIGHT, THENCE S 61°07'53" W, A DISTANCE OF 43.14 FEET; TO A POINT OF INTERSECTION WITH A NON–TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 490.00 FEET AND A CENTRAL ANGLE OF 08°40'35", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 74.20 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 33°20'18" W, A DISTANCE OF 74.13 FEET; THENCE N 29°00'00" W, A DISTANCE OF 215.56 FEET; TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 297.26 FEET AND A CENTRAL ANGLE OF 10°59'24", THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.02 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 23°30'18" W, A DISTANCE OF 56.93 FEET; TO THE POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE S 72°40'04" W, A DISTANCE OF 27.83 FEET; THENCE N 71°45'59" W, A DISTANCE OF 14.65 FEET; THENCE S 80°07'02" W, A DISTANCE OF 1.00 FEET, TO THE POINT OF BEGINNING,

THENCE ALONG THE PROPOSED OUTSIDE WALL OF THE WINDSOR CONDO THE FOLLOWING FIVE (5) COURSES:
(1)THENCE S 80°07'02" W, A DISTANCE OF 100.50 FEET;
(2)THENCE N 54°52'58" W, A DISTANCE OF 4.24 FEET;
(3)THENCE S 80°07'02" W, A DISTANCE OF 7.00 FEET;
(4)THENCE S 35°07'02" W, A DISTANCE OF 4.24 FEET;
(5)THENCE S 80°07'02" W, A DISTANCE OF 80.67 FEET;
THENCE ALONG THE PROPOSED INSIDE WALLS THE FOLLOWING NINE (9)COURSES:
(1)THENCE S 09°52'58" E, A DISTANCE OF 18.00 FEET;
(2)THENCE N 80°07'02" E, A DISTANCE OF 129.00 FEET;
(3)THENCE S 09°52'58" E, A DISTANCE OF 73.67 FEET;
(4)THENCE N 80°07'02" E, A DISTANCE OF 8.92 FEET;
(5)THENCE N 09°52'58 W, A DISTANCE OF 4.67 FEET;
(6)THENCE N 80°07'02" E, A DISTANCE OF 56. 75 FEET;
(7)THENCE N 09°52'58" W, A DISTANCE OF 58.67 FEET;
(8)THENCE S 80°07'02" W, A DISTANCE OF 0.50 FEET;
(9)THENCE N 09°52'58" W, A DISTANCE OF 28.33 FEET, TO THE POINT OF BEGINNING;

THE UPPERMOST BOUNDARY: BEING THE PROPOSED UNDERSIDE OF THE FINISHED UNDECORATED CEILING OF THE GARAGE, ELEVATION 16.0 FEET (N.G.V.D. 1929).
CONTAINING: 1.6518 NET ACRES OF LAND, MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LINE TABLE		
LINE	BEARING (M)	DISTANCE (M)
L1	S72°40'04"W	27.83'
L2	N71°45'59"W	14.65'
L3	N54°52'58"W	4.24'
L4	S80°07'02"W	7.00'
L5	S35°07'02"W	4.24'

CURVE TABLE					
CURVE	DELTA (M)	RADIUS (M)	ARC (M)	CHORD BEARING (M)	CHORD (M)
C1	8°28'33"	490.00'	72.49'	S33°26'19"E	72.42'
C2	0°12'02"	490.00'	1.72'	S29°06'01"E	1.72'
C3	10°59'24"	297.26'	57.02'	S23°30'18"E	56.93'

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/90) FLORIDA EAST ZONE. DISTANCES SHOWN ARE GROUND DISTANCES MEASURED IN FEET. COORDINATES SHOWN ARE GRID COORDINATES. DATUM BASED UPON THE EROSION CONTROL LINE FOR NAPLES BEACH CONTROL MONUMENTS #241 AND #242 HAVING NAD83/90 GRID COORDINATES AS SHOWN ON THE EROSION CONTROL LINE FOR NAPLES BEACH RECORDED IN COASTAL SETBACK BOOK 1, PAGES 54 THROUGH 64 OF THE PUBLIC RECORDS OF COLLIER COUNTY FLORIDA.

2. NO UNDERGROUND IMPROVEMENTS OR FOUNDATIONS WERE LOCATED UNDER THE SCOPE OF THIS SURVEY.

3. THIS PARCEL LIES IN FLOOD ZONES AS SHOWN, ZONES ARE BASED ON FEMA F.I.R.M. MAP PANEL 12021C0377H, DATED MAY 16, 2012. FLOOD ZONE LINES SHOWN HEREON WERE IMPORTED FROM FEMA SHAPE FILES.

4. BOUNDARY INFORMATION SHOWN HEREON IS BASED UPON THE RECORD PLAT AND LEGAL DESCRIPTION PROVIDED, NO SEARCH OF THE PUBLIC RECORD WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE OTHER SETBACKS AND/OR EASEMENTS NOT KNOWN TO THIS SURVEYOR.

5. THE 1989 COASTAL CONSTRUCTION CONTROL LINE SHOWN HEREON IS AS RECORDED IN COASTAL SETBACK LINE BOOK 1, PAGES 26–36, AND FILED IN OFFICIAL RECORDS BOOK 1452, PAGES 258–275 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA ON JUNE 29, 1989.

6. THE 1980 COASTAL CONSTRUCTION CONTROL LINE SHOWN HEREON IS AS RECORDED IN COASTAL SETBACK LINE BOOK 1, PAGES 13–25, DATED FEBRUARY 1979. THIS MAP SUPERSEDES THE PREVIOUS COASTAL CONSTRUCTION CONTROL LINE MAP RECORDED IN 1974.

7. THE STREET ADDRESS IS:
8477 BAY COLONY DRIVE
NAPLES, FLORIDA 34108

8. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88). ELEVATIONS ARE BASED UPON TIES TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND COLLIER COUNTY REAL–TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) REFERENCE NETWORK.

Copyright ©

JOB NO: 18–268
SHEET NO: 1 OF 1

DRAWN BY: DSD
CHECKED BY: DSD
FIELD BOOK:

D&W DAGOSTINO & WOOD, INC.
Professional Surveying & Mapping
5415 Jaeger Road Suite A Naples, FL 34109
Phone: (239) 352-6885 Website: www.dwsurveys.com

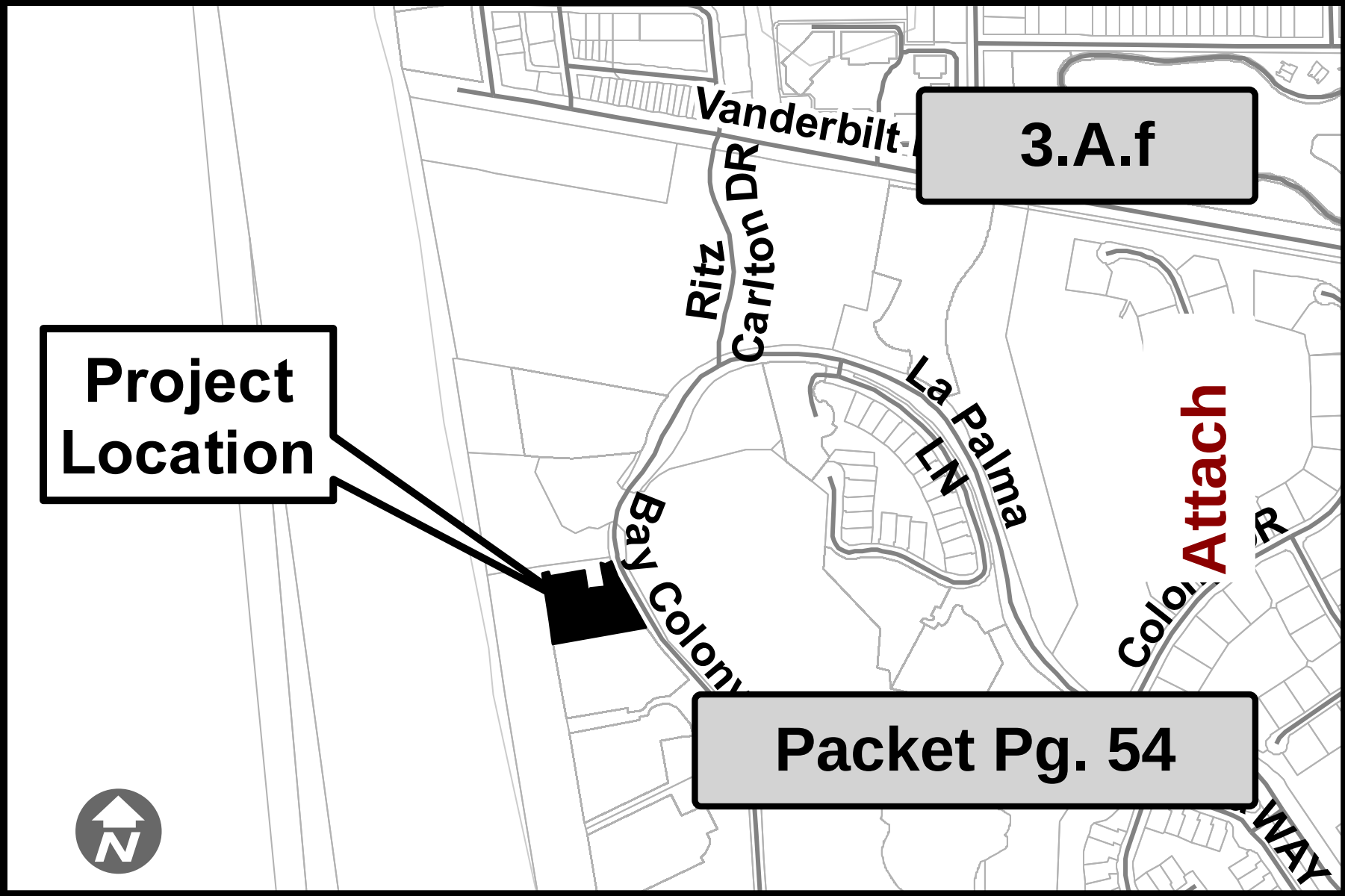
REVISED:	03/27/19 – SETBACK LINE LABEL – TLR
DRAWING SCALE:	1" = 30'
REVISION DATE:	03/27/19
REVISED BY:	TLR
SURVEY DATE:	01/18/19
SIGNATURE DATE:	01/18/19
FIELD BOOK:	

This map prepared by:
DAVID S. DAGOSTINO, PSM
Professional Surveyor & Mapper Fla. License No.5762

CERTIFICATE OF AUTHORIZATION NO. LB 6896
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DAGOSTINO No. 5762 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

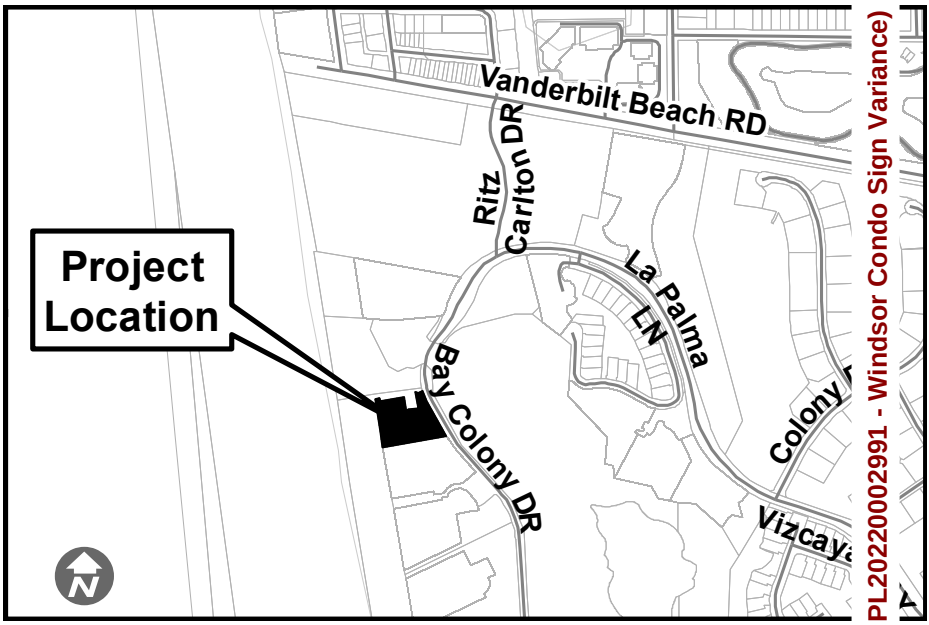
Attachment: ATTACHMENT D (23708 : PL20220002991 - Windsor Condo Sign Variance)


3.A.f
Project Location
Vanderbilt
Ritz Carlton DR
La Palma LN
Bay Colony
Attach
Packet Pg. 54

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the **Collier County Hearing Examiner (HEX)** at **9:00 A.M., November 10, 2022,** in the Hearing Examiner's meeting room, at 2800 North Horseshoe Drive, Room 609/610, Naples, FL 34104 to consider

PETITION NO. SV-PL20220002991 – Request for a variance from Land Develc ent Code Section 5.06.02 B.6.b which allows two on-premises ground or wall signs to exceed a combined area of 64 square feet in residential districts, to instead a / a total combined area of 75.61 square feet for two on premises ground or wall sig nd a second variance from Section 5.06.02.B.6 which provides residential on-pr es signs may be located at each entrance, to instead allow a second on-premise gn approximately 250 feet from the entrance to the condominium development loc at 8477 Bay Colony Drive, Naples, FL 34108 in Section 32, Township 48 South, Ra 25 East, Collier County, Florida.



All interested parties are invited to appear and be heard. All materials used in prese on before the Hearing Examiner will become a permanent part of the record.

Copies of staff report are available one (1) week prior to the hearing. The file can be re ed at the Collier County Growth Management Community Development Department, ng Division, 2800 North Horseshoe Drive, Naples, FL 34104.

As to any petition upon which the Hearing Examiner takes action, an aggrieved pe ner may appeal such final action. Such appeal shall be filed per Section 2-88 of the Collier nty Code of Laws and Ordinances within 30 days of the decision by the Hearing Exami An aggrieved non-party may appeal a decision by the Hearing Examiner to the Circui urt of Collier County within 30 days of the decision. In the event that the petition ha en approved by the Hearing Examiner, the applicant shall be advised that he/she procee ith construction at his/her own risk during this 30-day period. Any construction work cor ed ahead of the approval authorization shall be at their own risk.

As part of an ongoing initiative to encourage public involvement, the public will ha he opportunity to provide public comments remotely, as well as in person, during this proc ng. Individuals who would like to participate remotely should register through the link p ed within the specific event/meeting entry on the Calendar of Events on the County we at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is ed on the County website. Registration should be done in advance of the public mee or any deadline specified within the public meeting notice. Individuals who register will ive an email in advance of the public hearing detailing how they can participate remotely his meeting. Remote participation is provided as a courtesy and is at the user's risk. The nty is not responsible for technical issues. For additional information about the meeting, se call Geoffrey Willig at (239) 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

If you are a person with a disability who needs any accommodation in order to par ate in this proceeding, you are entitled, at no cost to you, to the provision of certain assi ce. Please contact the Collier County Zoning Division located at 2800 N. Horseshoe Dr, Naples, Florida 34104, (239) 252-2400, at least two (2) days prior to the meeting.

Andrew W. J. Dickman, Esq., AICP
Chief Hearing Examiner
Collier County, Florida

ND-GCI0961963

Attachment: ATTACHMENT E (23708 : PL20220002991 - Windsor Condo Sign Variance)

Attachment: ATTACHMENT E (23708 : PL20220002991 - Windsor Condo Sign Variance)
Packet Pg. 56

Attachment: ATTACHMENT E (23708 : PL2022002991 - Windsor Condo Sign Variance)

PUBLIC HEARING
FOR
PUBLIC HEARING NOTICE
Windsor Condo Sign
Sign Variance (SV)
Petition No. PL20220002991
HEX: November 10, 2022 - 9:00 a.m.
Growth Management Building
2800 N. Horseshoe Dr., Naples, FL 34104
Planner: Sean Sammon 239-252-8422

COLLIER COUNTY
Collier County Hearing Examiner

Item Number: 3.B
Doc ID: 23731
Item Summary: Petition No. CU-PL20210001746 - Goodlette-Frank Road and Center Street - Request for approval of a Conditional Use to allow therapeutic equestrian riding and stabling and its expansion, superseding Resolution Nos. 2013-236 and 2000-63 and pursuant to subsections 2.03.01.A.1.c.19 and 2.03.01.A.1.c.24 of the Collier County Land Development Code, on ±8.95 acres located on the southwest corner of Goodlette-Frank Road and Center Street in Section 10, Township 49 South, Range 25 East, Collier County, Florida. [Coordinator, John Kelly, Senior Planner] Commission District 2

Meeting Date: 11/10/2022

Prepared by:
Title: Planner – Zoning
Name: John Kelly
10/24/2022 2:16 PM

Submitted by:
Title: Zoning Director – Zoning
Name: Mike Bosi
10/24/2022 2:16 PM

Approved By:

Review:

Hearing Examiner (GMD Approvers)	Diane Lynch	Review Item	Completed	10/24/2022 5:33 PM
Growth Management Operations & Regulatory Management	Kenneth Kovensky	Review Item	Completed	10/24/2022 9:11 PM
Zoning	Ray Bellows	Review Item	Completed	10/25/2022 9:33 AM
Zoning	Mike Bosi	Division Director	Completed	10/31/2022 8:15 AM
Hearing Examiner	Andrew Dickman	Meeting Pending	11/10/2022 9:00 AM	

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

STAFF REPORT

TO: COLLIER COUNTY HEARING EXAMINER

FROM: ZONING DIVISION – ZONING SERVICES SECTION
GROWTH MANAGEMENT DEPARTMENT

HEARING: NOVEMBER 10, 2022

SUBJECT: CU-PL20210001746; NAPLES THERAPEUTIC RIDING CENTER

PROPERTY OWNER/AGENT:

Owner: Naples Equestrian Challenge, Inc.
206 Ridge Dr.
Naples, FL 34112

Agents: D. Wayne Arnold, AICP
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

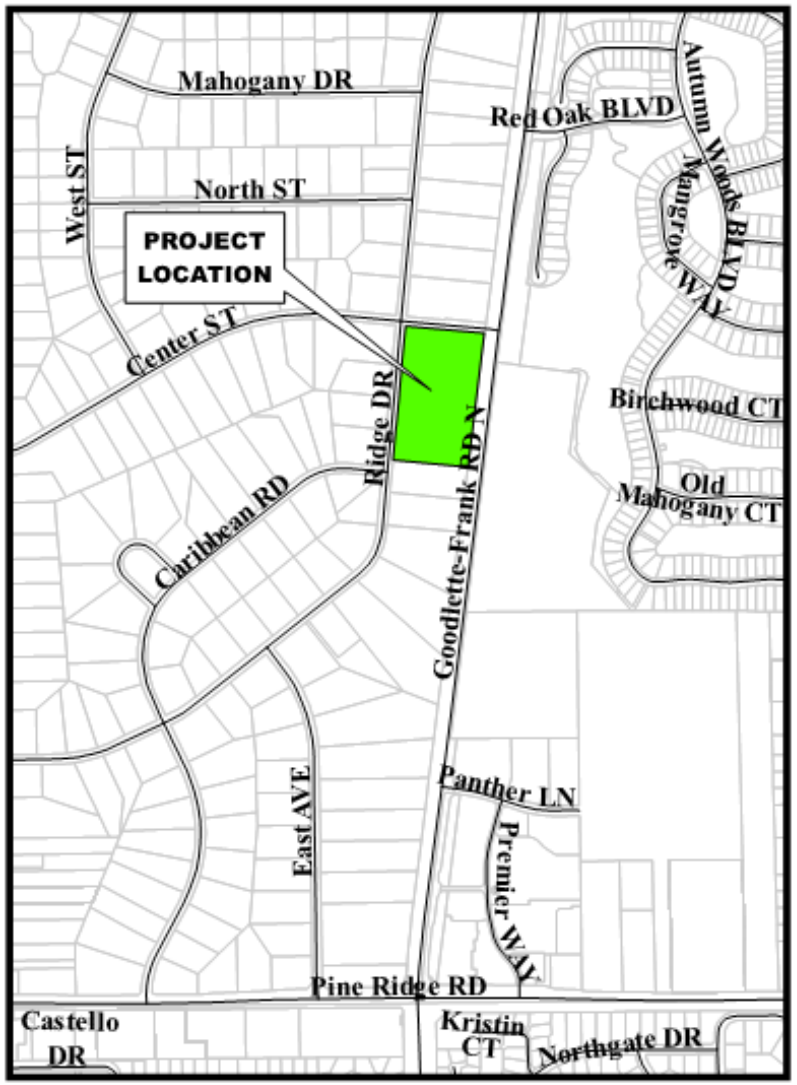
Richard D. Yovanovich, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103

REQUESTED ACTION:

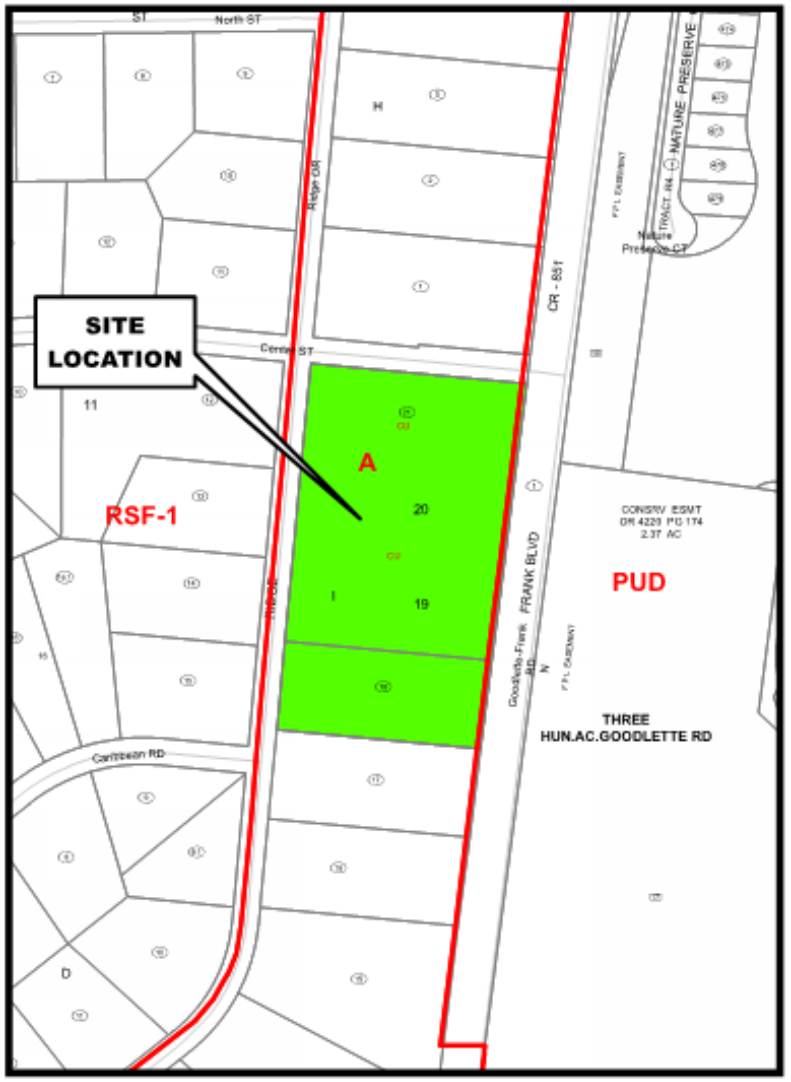
To have the Collier County Hearing Examiner (HEX) consider an application to allow therapeutic equestrian riding and stabling and its expansion, superseding Resolution Numbers 2013-236 and 2000-063, pursuant to subsections 2.03.01.A.1.c.19 and 2.03.01.A.1.c.24 of the Collier County Land Development Code (LDC) on four lots that have been combined for development that will total less than 20 acres located within a Rural Agricultural (A) Zoning District and further located within a Wellfield Risk Management Special Treatment Overlay District Zone W-1 (ST-W1) and/or Zone W-2 (ST-W2) dependent upon the specific location on the property.

GEOGRAPHIC LOCATION:

The subject properties are located at 170 and 206 Ridge Drive, located on the south side of Ridge Drive, south of Center Street and west of Goodlette-Frank Road, and are further identified as Lot 18 and Lots 19, 20, and 21, Pine Ridge, in Section 10, Township 49 South, Range 25 East, Collier County, Florida. (S*ee location map on the following page*)



Location Map



Zoning Map

Petition Number: PL20210001746

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive -

CU-Master Plan

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive -

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

PURPOSE/DESCRIPTION OF PROJECT:

The Petitioner, Naples Therapeutic Riding Center, Inc. (NTRC) (FKA: Naples Equestrian Challenge, Inc.), has applied for a Conditional Use (CU) as provided for in the Rural Agricultural (A) Zoning District to expand the currently authorized therapeutic equestrian riding and stabling facility existing on Lots 19 – 21 onto an additional parcel, Lot 18 (2.21± acres). A Conditional Use for sports and recreational facilities (pursuant to LDC Section 2.03.01.A.1.c.19) and stabling on parcels less than 20 acres (pursuant to LDC Section 2.03.01.A.1.c.24) was initially approved for Lot 21 by CU-Resolution 2000-063; this CU was then re-visited to incorporate Lots 19 and 20 and was subsequently approved as CU-Resolution 2013-236. Since this petition was initiated, the properties have been combined for development by the Collier County Property Appraiser's Office as further evidenced by the submitted Master Plan. The total unified property comprises 8.95± acres. This petition will re-evaluate the existing conditions of approval, many of which are lot specific, to better serve the unified properties as a single development.

The proposed Conditional Use will modify the existing Master Plan by incorporating Lot 18 into the facilities campus and make other site revisions which will include the expansion of the existing stable/barn located at the intersection of Goodlette-Frank Road and Center Street, adding an additional covered riding arena, and construction of a one-story office building to replace the existing residence that has been used for office space on Lot 20 and fronting on Ridge Street. The existing single-family residence on the newly acquired parcel, Lot 18, will be used to house employees on-site as caretakers of the property and horses; a detached garage and fenced paddocks for horses will be added. The main entrance to the facility will be from Center Street, there will be a gated Emergency Exit on Lot 20, and the existing driveway will be maintained on Lot 18 for use by the occupants of the residence therefore there will be no traffic impacts to Ridge Drive.

As per the petitioner, the NTRC was established in 1995 at its current location and has been an internationally accredited organization since 2000 with the mission to provide therapeutic riding and equine programs for children and adults with disabilities. The demand for equine therapy has increased over the years and NTRC wishes to continue to provide such therapeutic programs for disabled area residents.

SURROUNDING LAND USE & ZONING:

North: Center Street (Right-of-Way) then a developed single-family dwelling, guest house, and stables with boarding requiring a Conditional Use (see INTP-2003-AR-4883) located within a Rural Agricultural (A) Zoning District

East: Goodlette-Frank Road (Right-of-Way) then the North Naples United Methodist Church and undeveloped portions of a residential component of the 300 Acre Goodlette Road Planned Unit Development (PUD)

South: A single-family dwelling located within a Rural Agricultural (A) Zoning District

West: Ridge Drive (Right-of-Way) then a single-family dwelling opposite each of the four lots comprising the subject unified property all within a Residential Single-Family-1 (RSF-1) Zoning District

Collier County - GIS

GROWTH MANAGEMENT PLAN (GMP) CONSISTENCY:

Future Land Use Element (FLUE): The subject property is designated Urban (Urban Mixed-Use District, Urban Residential Subdistrict) on the Future Land Use Map of the Growth Management Plan (GMP). Relevant to this petition, the Urban designation allows agricultural activities as defined in the Land Development Code (LDC). LDC Section 2.03.01.A.1.c identifies the proposed uses as Conditional Uses within the Rural Agricultural Zoning District.

Based on the above analysis, staff finds the request for Conditional Uses #19 and #24 of the Rural Agricultural Zoning District consistent with the FLUE of the GMP.

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Transportation Element: The project is consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan, which states,

> *"The County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway segment that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service (LOS) Standard within the five year AUIR planning period, unless specific mitigating stipulations are also approved. A petition or application has significant impacts if the traffic impact statement reveals that any of the following occur:*

a. *For links (roadway segments) directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume;*

b. *For links adjacent to links directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume; and*

c. *For all other links the project traffic is considered to be significant up to the point where it is equal to or exceeds 3% of the adopted LOS standard service volume.*

> *Mitigating stipulations shall be based upon a mitigation plan prepared by the applicant and submitted as part of the traffic impact statement that addresses the project's significant impacts on all roadways."*

According to the Transportation Impact Statement (TIS) provided with this petition dated July 1, 2022 (revised) the proposed Naples Therapeutic Riding Center will generate a projected total of +/-54 PM peak hour, 2-way trips on the adjacent roadway network which represents an increase of +/-27 PM peak hour trips for the proposed expansion. The additional +/-27 PM peak hour trips will occur on the adjacent roadway, which is Goodlette Frank Road, link 24.2, currently operating at a LOS of "C" with a remaining capacity of 902 trips based on a peak capacity-peak direction service volume of 2,400 trips-north bound, according to the 2021 AUIR. The additional +/-27 PM peak hour trips represent an approximately 0.31 percent impact on this roadway link. Therefore, the subject Conditional Use can be found consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan, and as noted above the TIS indicates that the adjacent roadway network has sufficient capacity to accommodate this development within the 5-year planning period. Therefore, Transportation Planning Staff recommends approval of this petition.

Transportation Review: The roadway infrastructure has adequate capacity to serve the proposed project at this time, i.e., GMP consistent at the time of rezoning as evaluated as part of the GMP Transportation Element consistency review. The project's development must also comply with all other applicable concurrency management regulations and operational improvements when development approvals are sought at the time of Site Development Plan (SDP) review.

Conservation and Coastal Management Element (CCME): Environmental review staff has found this project to be consistent with the Conservation & Coastal Management Element (CCME). The project site has been cleared; no preservation is required.

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Environmental Review: Environmental Services staff has reviewed the Conditional Use petition to address environmental concerns. The property was cleared of vegetation by the issuance of a Vegetation Removal Permit (VRP) to remove invasive exotic vegetation from the property (Permit #PL20210002338). The property has been maintained devoid of native midstory vegetation and ground cover; the existing trees onsite do not meet the native vegetation preservation requirements of LDC Section 3.05.07.A; as such no preservation of native vegetation is required.

The property is in Wellfield Risk Management Special Treatment Overlay zones (ST/ W-1 and ST/W-2). The proposed land use is existing and does not propose to store or handle hazardous material on the property. The current use is not regulated by LDC Section 3.06.00.

No listed animal species were observed on the property; however, Florida Fish and Wildlife Conservation Commission (FWC) wildlife data indicate the presence of Black Bear (Ursus americanus floridanus) in the area. A black bear management plan will need to be included at PPL or SDP review.

This project does not require Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances.

Landscape Review: The buffers labeled on the CU-Master Plan are consistent with the requirements of the LDC.

STAFF ANALYSIS:

When considering a Conditional Use petition, the Hearing Examiner must make findings that: 1) approval of the Conditional Use will not adversely affect the public interest and will not adversely affect other property of uses in the same district or neighborhood; 2) all specific requirements for the individual Conditional Use will be met; and 3) satisfactory provisions have been made concerning the following matters, where applicable:

1. **Section 2.01.03.A.1.c of the LDC permits conditional uses in the PUD zoning district.**

   This specific petition is to allow for the expansion of an existing therapeutic equestrian riding and stabling facility; said uses are allowed as Conditional uses subject to the standards and procedures established in section 10.08.00, conditional uses procedures, of the LDC.

2. **Consistency with the Land Development Code and the Growth Management Plan.**

   As noted above, this proposal is consistent with the applicable provisions of the FLUE, the Transportation Element, and the CCME Element; therefore, the petition is consistent with the overall GMP. With the drafted Conditions of Approval, see Attachment A, the proposal may also be found consistent with all applicable provisions of the LDC.

The subject property is located entirely within a Wellfield Risk Management Special Treatment Overlay, portions within Zone W-1, and others within Zone W-2 as identified within LDC Section 3.06 and the Official Zoning Atlas. The LDC describes the purpose and intent of establishing the ST zones around regulated public water supply wells. The agricultural uses of the property for equine therapeutic riding and stabling are not regulated within the ST zones and there are no hazardous materials to be stored or used on the property.

3. Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

The provided Transportation Impact Statement (TIS) notes that the NRTC's primary access is on Center Street, which is the only means of ingress/egress for guests, riders, and volunteers. It is further noted that there is an existing gated entrance on Lot 21, from Ridge Drive, that will only be used by NTRC management staff. There is also a gated driveway from Lot 20 to Ridge Drive that will be used only for the purpose of emergency egress. The residential access serving Lot 18 will remain intact and will only be used by occupants of the residence. This information is consistent with the Master Plan; see Attachment B. Transportation staff has reviewed this petition and is recommending approval.

4. The effect the Conditional Use would have on neighboring properties in relation to noise, glare, economic, or odor effects.

The proposed uses, therapeutic riding center and stabling on property of less than 20-acres, received initial Conditional Use approval for Lot 21 by means of Resolution No. 2000-63 on February 23, 2000, and expanded onto Lots 19 and 20, by means of Resolution No. 2013-236 which was adopted on October 8, 2013. The proposed facility improvements should have no additional impact on neighboring properties. The newly added 2.12-acre parcel, Lot 18, will continue to be used for residential purposes and as the property is located within an A Zoning District the LDC allows for up to 2 horses per acre. Other proposed changes include the expansion of the stable/barn, addition of a 9,200± square foot covered riding arena, to use a portion of Lots 19 and 20 for administrative offices, additional horse stables, riding ring and training areas. The covered training arena will be internally lighted and located toward Goodlette-Frank Road, away from the existing residence. Only outdoor security lighting will be used on the balance of the parcel. Buffers will comply with LDC requirements which will insure compatibility with nearby residences.

The petitioner is proposing changes to the existing Conditions of Approval contained within Resolution 2013-236; specifically (words underlined are new, strikethroughs are to be removed):

Conditions of Approval with Justifications

1. No office or business space rental to outside entities.

~~2. The additional uses on Lots 19 and 20 will not increase the number of program participants by more than 200 participants overall.~~

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

New Condition #14 will adequately address the maximum number of program participants, this condition is no longer necessary.

~~3.~~ 2. No participant programs are to be held on Sunday on ~~Lots 19 and 20~~.

This condition is to apply to the entire riding center.

~~4.~~ 3. Special events open to the public shall be limited to 4 events per year ~~on Lots 19, 20 and 21~~ and follow LDC 5.04.05 temporary event permitting requirements.

This condition is to apply to the entire riding center.

~~5.~~ 4. Maximum building height for principal structures on Lots 20 and 19 will be 25' zoned building height, except as may be permitted in LDC 4.2.01.D.1., exemptions and exclusions from design standards.

~~6. Ridge Drive setback for principal structures will be consistent with the existing principal structure on Lot 20.~~

All new structures must meet the minimum 50-foot front yard setback from Ridge Drive or Center Street.

~~7.~~ 5. Outside lighting shall be limited to low intensity bollards~~,~~ or pole lighting with cutoff fixtures, and no exterior lighting is allowed except as necessary for security and safety. Lights shall be shielded or directed ~~on Lots 19 and 20~~ to avoid light overflow on adjacent property.

~~8.~~ 6. Maximum number of stabled horses ~~on Lots 19 and 20~~ will be ~~6~~ 22 horses.

The original Equestrian Challenge operated a 10 stable therapeutic riding facility on Lot 21 prior to the CU approval for the facility in 2000. The limitation of 2 horses per acre is not applicable to a stabling facility approved through the Conditional Use Process. The facility has limited the total number of horses to 22, which can be accommodated in the proposed expanded barn and paddocks.

~~9.~~ 7. No amplified sound equipment or systems are allowed on Lots 18, 19, and 20.

Incorporates the new lot which is adjacent to a single-family dwelling.

~~10.~~ 8. Adjacent to Ridge Drive ~~on Lots 19, 20, and 21,~~ an LDC 4.06.02 Type C landscape buffer shall be provided and a Type B landscape buffer will be provided on Lot ~~19~~ 18 between Lots ~~19~~ 18 and ~~18~~ 17.

Will be maintaining the same buffer type along Ridge Drive and increasing the buffer between the newly obtained lot and that of the neighboring residence to the south.

~~11.~~ 9. Landscape buffers will be installed with the first vertical construction.

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

~~12. Maximum parking spaces shall be 52 spaces.~~

Parking to be provided per LDC requirements based on stable and office areas only.

~~13.~~ 10. The emergency gate on Ridge Drive will be constructed of solid decorative material.

~~14.~~ 11. Any metal roofing will be colored to remove glare.

~~15.~~ 12. The hours of operation for the facility will be 8:00 am to 8:00 pm. Occasional staff and volunteer training as well as board meetings may extend to 9:00 pm.

~~16.~~ 13. No street parking or parking on the perimeter of ~~Lots 19, 20 and 21~~ the subject property.

~~17. The southerly access on Ridge Drive shall be closed within 120 days of this conditional use, except for emergency access for emergency service vehicles.~~

This condition has been satisfied Access to newly added Lot 18 will remain to serve the residential structure.

~~18.~~ 14. ~~Lots 19, 20 and 21 are~~ The facility is limited to a ~~400~~ 320 therapeutic rider program participants ~~capacity~~ per week.

Due to NTRC programming standards, the maximum number of weekly riders will be 320.

~~19.~~ 15. Access to the equestrian riding and stabling facility shall be limited to Center Street. No participants, volunteers or guests shall use local streets in Pine Ridge Subdivision as through-traffic to other areas of the County, except for residents of Pine Ridge Subdivision.

~~20.~~ 16. This approval is for a non-commercial, not-for-profit, therapeutic equestrian riding facility.

5. Compatibility with adjacent properties and other properties in the district.

The NTRC (FKA: the Naples Equestrian Challenge) has been operating its therapeutic riding programs at the subject location for over 20 years and has developed a positive relationship with surrounding homeowners. Structures will be constructed to satisfy the setback requirements set forth for the A Zoning District and outdoor activities will have operational hours consistent with those of the existing riding center. Staff believes that with the recommended conditions and limited operating hours the project will continue to be compatible with the neighborhood. Staff, therefore, believes that the proposed Conditional Use to allow an expanded therapeutic equestrian riding and stabling facility may be deemed compatible with the neighboring properties. Furthermore, staff believes the recommended conditions of approval contained within Attachment B adequately protect the public's interest.

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

ENVIRONMENTAL ADVISORY COUNCIL (EAC) RECOMMENDATION:

This project does not require Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances.

NEIGHBORHOOD INFORMATION MEETING (NIM):

The applicant conducted a duly noticed NIM on August 9, 2022, at the existing NTRC facility, located at 206 Ridge Drive, Naples, Florida. Wayne Arnold, the applicant's agent, opened the meeting at approximately 5:35 p.m.; the meeting was simultaneously conducted remotely via Zoom, however, there were no remote participants. NTRC staff was made available to answer questions. A sign-in sheet was used; however, was not provided to staff. It is estimated that there were approximately 10 neighbors of the facility in attendance. The meeting lasted 17 minutes.

Mr. Arnold provided a presentation that included the proposed Master Plan, graphic depictions of the facility, a verbal description of the project, as well as the proposed changes to the existing Conditions of Approval; said exhibits are contained within Attachment C, together with the mailing list and advertising for this NIM.

Concerns expressed by neighbors were primarily about the buffers and fencing. It was explained that the new fencing and buffering would be consistent with that which presently exists on the other three lots. It was further explained that they would need to satisfy the County's requirement for a "Type B" buffer. An additional concern was with respect to ingress and egress. It was explained that the new access on Ridge Drive would only be for use by residents of the existing dwelling which will house the facilities caretakers.

CONCURRENT LAND USE APPLICATIONS:

There are no concurrent land use applications under review at the present time.

RECOMMENDATION:

Staff recommends that the Collier County Hearing Examiner (HEX) approve Petition **CU-PL20210001746**, to allow for the expansion of the existing Naples Therapeutic Riding Center facility by incorporating Lot 18 thereby approving therapeutic equestrian riding and stabling on property less than 20 acres in size within an A Zoning District pursuant to LDC Sections 2.03.01.A.1.c.19 and 2.03.01.A.1.c.24 and to amend the current Conditions of Approval contained within Resolution No. 13-236, as set forth in Attachment A and to accept the revised CU-Master Plan depicted within Attachment B.

Attachments:

A. Conditions of Approval
B. CU-Master Plan
C. Resolution 2013-236
D. Resolution 2000-063

E. Applicant's Backup – Application and Supporting Documents

Attachment: Staff Report CU-PL20210001746 - 10242022 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Naples Therapeutic Riding Center CU (PL20210001746)

Conditions of Approval

1. No office or business space rental to outside entities.

~~2. The additional uses on Lots 19 and 20 will not increase the number of program participants by more than 200 participants overall.~~

~~3.~~2. No participant programs are to be held on Sunday ~~on Lots 19 and 20~~.

~~4.~~3. Special events open to the public shall be limited to 4 events per year ~~on Lots 19, 20 and 21~~ and follow LDC 5.04.05 temporary event permitting requirements.

~~5.~~4. Maximum building height for principal structures ~~on Lots 20 and 19~~ will be 25' zoned building ~~height~~height, except as may be permitted in LDC 4.2.01.D.1., exemptions and exclusions from design standards.

~~6. Ridge Drive setback for principal structures will be consistent with the existing principal structure on Lot 20.~~

~~7.~~5. Outside lighting shall be limited to low intensity bollards~~,~~ or pole lighting with cutoff fixtures and no exterior lighting is allowed except as necessary for security and safety. Lights shall be shielded or directed ~~on Lots 19 and 20~~ to avoid light overflow on adjacent property.

~~8.~~6. Maximum number of stabled horses ~~on Lots 19 and 20~~ will be ~~6~~ 22 horses.

~~9.~~7. No amplified sound equipment or systems are allowed on Lots 18, 19 and 20.

~~10.~~8. Adjacent to Ridge Drive ~~on Lots 19, 20 and 21~~, an LDC 4.06.02 Type C landscape buffer shall be provided and a Type B landscape buffer will be provided on Lot ~~19~~ 18 between Lots ~~19~~ 18 and ~~18~~17.

~~11.~~9. Landscape buffers will be installed with first vertical construction.

~~12. Maximum parking spaces shall be 52 spaces.~~

~~13.~~10. The emergency gate on Ridge Drive will be constructed of solid decorative material.

~~14.~~11. Any metal roofing will be colored to remove glare.

Attachment: Attachment A - Conditions of Approval (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

~~15.~~12. The hours of operation for the facility will be 8:00 am to 8:00 pm. Occasional staff and volunteer training as well as board meetings may extend to 9:00 pm.

~~16.~~13. No street parking or parking on perimeter of ~~Lots 19, 20 and 21~~the subject property.

~~17. The southerly access on Ridge Drive shall be closed within 120 days of this conditional use, except for emergency access for emergency service vehicles.~~

~~18.~~14. ~~Lots 19, 20 and 21 are~~ The facility is limited to a ~~400~~320 therapeutic rider program participants ~~capacity~~ per week.

~~19.~~15. Access to the equestrian riding and stabling facility shall be limited to Center Street. No participants, volunteers or guests shall use the local streets in Pine Ridge subdivision as through-traffic to other areas of the County, except for residents of Pine Ridge subdivision.

~~20.~~16. This approval is for a non-commercial, not-for-profit, therapeutic equestrian riding facility.

Attachment: Attachment A - Conditions of Approval (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

GOODLETTE FRANK ROAD

BRIDLE PATH

6'-0" HIGH WALL (ENTIRE LENGTH OF EAST PROPERTY LINE)

EAST PROPERTY LINE

6'-0" HIGH WALL (ENTIRE LENGTH OF EAST PROPERTY LINE)

15' WIDE TYPE 'D' LANDSCAPE BUFFER WITH 8' HIGH WALL

ZONING: A, AGRICULTURAL
USE: HORSE STABLE

CENTER STREET

NORTH PROPERTY LINE

10' WIDE TYPE 'D' LANDSCAPE BUFFER

TURN-OUTS

EXISTING SHAVINGS

EXISTING LOADING & REFUSE

EXIST'G BARN

GATE

TURN-OUTS

TURN-OUTS

PROPOSED NEW MAIN NAPLES THERAPEUTIC RIDING CENTER FLOOR PLAN

(3) RAIL WOOD FENCE

EXIST'G STRUCT.

EXIST'G 80' x 200' HORSE RIDING ARENA EXISTING

EXIST'G PUMP SHED

MAIN ENTRY

WELL

(10) PARKING

(8) PARKING

WALKWAY / PRIVATE DRIVE / BRIDLE PATH
(PRECAST CONCRETE PAVERS)

PARKING

(5) PARKING

COVERED SPECTATOR AREA

PROPOSED 80' X 140' HORSE RIDING ARENA

50'-0" BLG. SETBACK

PADDOCK No. 1

(3) RAIL WOOD FENCE

GATE

50'-0" BLG. SETBACK

(3) RAIL WOOD FENCE

EMERGENCY EGRESS ONLY GATE

RELOCATED UTIL. SHED

(2) PARKING

(2) PARKING

COVERED PORCH

PROPOSED NEW (1) STORY ADMIN. BUILDING

PROPOSED PROGRAM SUPPORT CENTER NAPLES THERAPEUTIC RIDING CENTER FLOOR PLAN

DRAIN FIELD

(3) RAIL WOOD FENCE

PADDOCK No. 2

PADDOCK No. 3

PADDOCK No. 4

PADDOCK No. 5

BRIDGE

REFUSE

WALKWAY / PRIVATE DRIVE / BRIDLE PATH
(STABILIZED SUBGRADE WITH 4" LIMEROCK BASE AND CRUSHED SHELL TOPPING)

TURN-OUTS

EMPLOYEES

STABLES EXISTING TO REMAIN
EXISTING

CONCRETE PAVER COURT YARD

TRAINING
EXISTING

GUEST PARKING

EXISTING
ROUND RING

WALKWAY / PRIVATE DRIVE / BRIDLE PATH
(STABILIZED SUBGRADE WITH 4" LIMEROCK BASE AND CRUSHED SHELL TOPPING)

PADDOCK No. 6

PADDOCK No. 7

PADDOCK No. 8

PADDOCK No. 13

PADDOCK No. 14

91'-0"

12'-0"

12'-0"

75'-0"

75'-0"

12'-0"

PADDOCK No. 11

PADDOCK No. 12

94'-0"

12'-0"

SENSORY TRAIL

SENSORY TRAIL

15'-0" LANDSCAPE BUFFER

75'-0"

PADDOCK No. 9

PADDOCK No. 10

94'-0"

SENSORY TRAIL

PROPOSED UTILITY

EXISTING (1) STORY RESIDENCE

15' WIDE TYPE 'B' LANDSCAPE BUFFER

SOUTH PROPERTY LINE

ZONING: A, AGRICULTURAL
USE: SINGLE FAMILY RESIDENTIAL

20' WIDE TYPE 'C' LANDSCAPE BUFFER

WEST PROPERTY LINE

RIDGE DRIVE

5/8" F.I.R. LB#43

BEARING BASIS

ZONING: RSF-1
USE: SINGLE FAMILY RESIDENTIAL

ZONING: RSF-1
USE: SINGLE FAMILY RESIDENTIAL

NORTH

NAPLES THERAPEUTIC RIDING CENTER

MASTER PLAN

SCALE: 1" = 30'-0"

08/23/2022

HUMPHREY • ROSAL ARCHITECTS

Attachment: Attachment B - CU Master Plan (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

RESOLUTION NO. 13-236

A RESOLUTION OF THE BOARD OF ZONING APPEALS OF COLLIER COUNTY, FLORIDA PROVIDING FOR THE ESTABLISHMENT OF A CONDITIONAL USE TO ALLOW THERAPEUTIC EQUESTRIAN RIDING AND STABLING ON PROPERTY LESS THAN 20 ACRES IN SIZE WITHIN A RURAL AGRICULTURAL ZONING DISTRICT PURSUANT TO SUBSECTIONS 2.03.01.A.1.c.19 AND 2.03.01.A.1.c.24 OF THE COLLIER COUNTY LAND DEVELOPMENT CODE. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTHWEST CORNER OF GOODLETTE-FRANK ROAD AND CENTER STREET IN SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA. [PETITION CU-PL20110000719]

WHEREAS, the Legislature of the State of Florida in Chapter 67–1246, Laws of Florida, and Chapter 125, Florida Statutes, has conferred on Collier County the power to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the County pursuant thereto has adopted a Land Development Code (Ordinance No. 2004-41, as amended) which includes a Comprehensive Zoning Ordinance establishing regulations for the zoning of particular geographic divisions of the County, among which is the granting of Conditional Uses; and

WHEREAS, the Board of Zoning Appeals (Board), being the duly appointed and constituted planning board for the area hereby affected, has held a public hearing after notice as in said regulations made and provided, and has considered the advisability of a Conditional Use to allow therapeutic equestrian riding and stabling on property less than 20 acres in size within a Rural Agricultural zoning district pursuant to Subsections 2.03.01.A.1.c.19 and 2.03.01.A.1.c.24 of the Collier County Land Development Code on the property hereinafter described, and the Collier County Planning Commission has made findings that the granting of the Conditional Use will not adversely affect the public interest and the specific requirements governing the Conditional Use have been met and that satisfactory provision and arrangement have been made concerning all applicable matters required by said regulations and in accordance with Subsection 10.08.00.D. of the Land Development Code; and

WHEREAS, all interested parties have been given opportunity to be heard by this Board in a public meeting assembled and the Board having considered all matters presented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ZONING APPEALS OF COLLIER COUNTY, FLORIDA that:

Petition Number CU-PL20110000719 filed by D. Wayne Arnold of Q. Grady Minor & Associates, P.A. representing Naples Equestrian Challenge, Inc. with respect to the property hereinafter described in Exhibit "A", be and the same is hereby approved for a Conditional Use

Attachment: Attachment C - Resolution 2013-236 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

to allow therapeutic equestrian riding and stabling on property less than 20 acres within a Rural Agricultural zoning district pursuant to Subsections 2.03.01.A.1.c.19 and 2.03.01.A.1.c.24 of the Collier County Land Development Code, in accordance with the Conceptual Site Plan described in Exhibit "B", and subject to the Conditions of Approval found in Exhibit "C". Exhibits "A", "B", and "C" are attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that this Resolution be recorded in the minutes of this Board.

This Resolution adopted after motion, second, and super-majority vote this 8th day of October, 2013.

ATTEST:
DWIGHT E. BROCK, CLERK

BY: _____
Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF ZONING APPEALS
COLLIER COUNTY, FLORIDA

BY: _____
GEORGIA A. HILLER, ESQ.
Chairwoman

Approved as to form and legality:

Emily R. Pepin ERP 9/11/13
Assistant County Attorney

Attachments: Exhibit A - Legal Description
Exhibit B - Conceptual Site Plan
Exhibit C – Conditions of Approval

CP\13-CPS-01225\34

Attachment: Attachment C - Resolution 2013-236 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Exhibit A
Legal Description

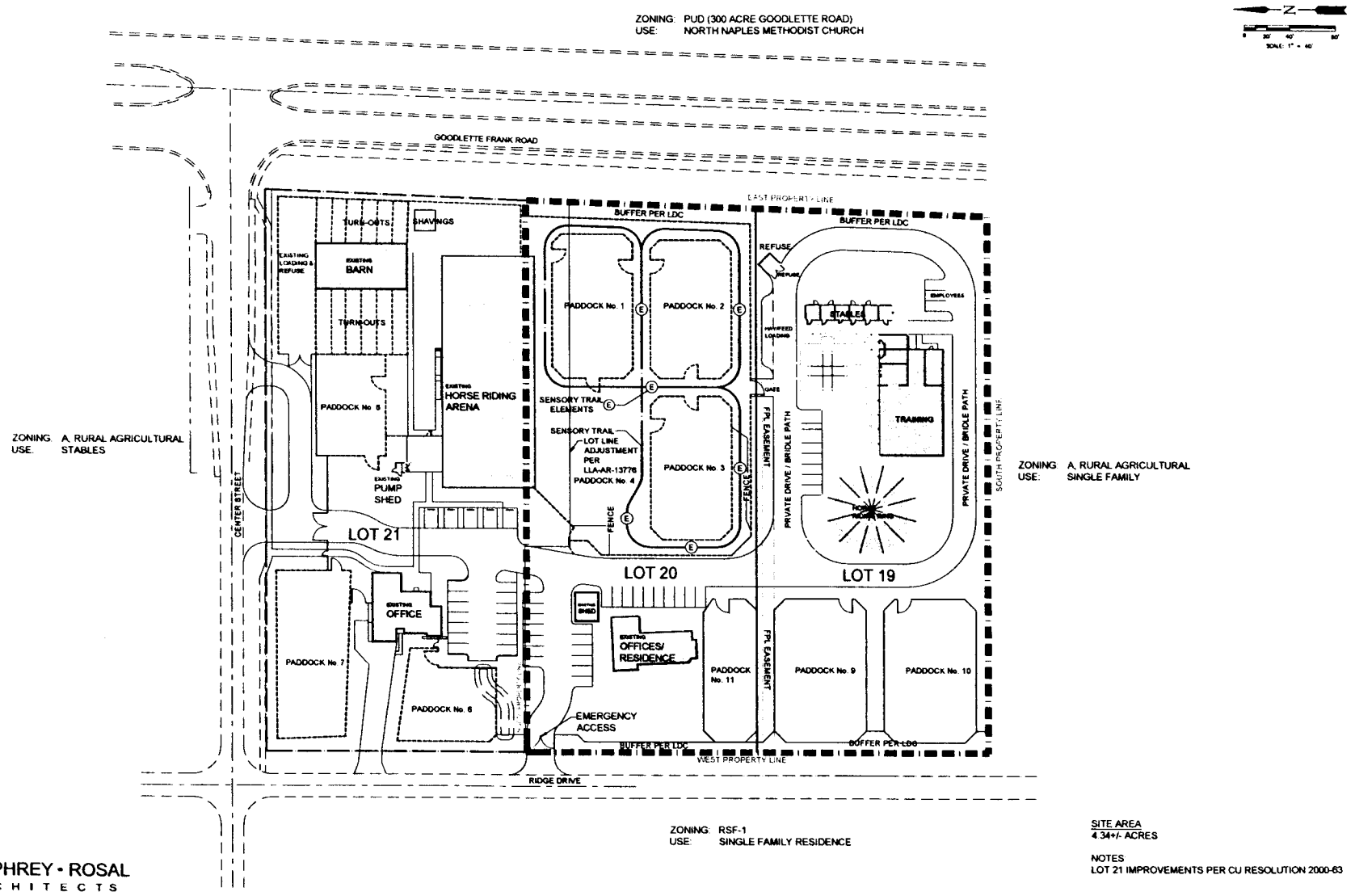
ALL OF LOTS 19 & 20, BLOCK I, OF PINE RIDGE SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 20, BLOCK I OF THE PINE RIDGE SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. THENCE ALONG THE NORTH LINE OF SAID LOT 20, N 90° 00' 00" E, A DISTANCE OF 478.94 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK I; THENCE ALONG SAID EAST LINE S 01° 53' 23" W, A DISTANCE OF 400.22 FEET TO THE SOUTHEAST CORNER OF LOT 19 OF SAID BLOCK I; THENCE ALONG THE SOUTH LINE OF SAID LOT 19 N 90° 00' 00" W, A DISTANCE OF 465.74 FEET TO THE WEST LINE OF SAID BLOCK I; THENCE ALONG SAID WEST LINE N 00° 00' 00" E, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING

CONTAINING 4.34 ACRES, MORE OR LESS.

Attachment: Attachment C - Resolution 2013-236 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Attachment: Attachment C - Resolution 2013-236 (23731 : PL20210001746 CU 206 Ridge Drive - Naples



HUMPHREY • ROSAL
ARCHITECTS

LEGEND

Revision	Date	Description	By
3	7/2013	Revise parking configuration add paddock	S.U.
2	7/2013	Revise access on Center Street	S.U.
1	6/2013	Revise location of loading, refuse and parking areas	S.U.
1	6/2013	Add Exhibit reference	S.U.

DESIGNED BY: HUMPHREY ROSAL
DRAWN BY: S.U.
APPROVED: D.R.A.
JOB CODE: NECCU
SCALE: 1" = 40'

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0008151 Cert. of Auth. LB 0008151 Business LC 26000286
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
© Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134

NAPLES EQUESTRIAN CHALLENGE

EXHIBIT B
CONDITIONAL USE
SITE PLAN

MUNICIPALITY: COLLIER COUNTY
PETITION/PROJECT/FILE: 10/995/ZR
DATE: MAY 2013
FILE NAME: SITE PLAN (REV3)
SHEET 1 OF 1

CONDITIONS OF APPROVAL
FOR
CU-PL20110000719

1. No office or business space rental to outside entities.

2. The additional uses on Lots 19 and 20 will not increase the number of program participants by more than 200 participants overall.

3. No participant programs are to be held on Sunday on Lots 19 and 20.

4. Special events open to the public shall be limited to 4 events per year on Lots 19, 20 and 21 and follow LDC 5.04.05 temporary event permitting requirements.

5. Maximum building height for principal structures on Lots 20 and 19 will be 25' zoned building height.

6. Ridge Drive setback for principal structures will be consistent with the existing principal structure on Lot 20.

7. Outside lighting shall be limited to low intensity bollards, and no exterior lighting is allowed except as necessary for security and safety. Lights shall be shielded or directed on Lots 19 and 20 to avoid light overflow on adjacent property.

8. Maximum number of stabled horses on Lots 19 and 20 will be 6 horses.

9. No amplified sound equipment or systems are allowed on Lots 19 and 20.

10. Adjacent to Ridge Drive on Lots 19, 20 and 21, an LDC 4.06.02 Type C landscape buffer shall be provided and a Type B landscape buffer will be provided on Lot 19 between Lots 19 and 18.

11. Landscape buffers will be installed with first vertical construction.

12. Maximum parking spaces shall be 52 spaces.

13. The emergency gate on Ridge Drive will be constructed of solid decorative material.

14. Any metal roofing will be colored to remove glare.

15. The hours of operation for the facility will be 8:00 am to 8:00 pm. Occasional staff and volunteer training as well as board meetings may extend to 9:00 pm.

16. No street parking or parking on perimeter of Lots 19, 20 and 21.

EXHIBIT C

Attachment: Attachment C - Resolution 2013-236 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

17. The southerly access on Ridge Drive shall be closed within 120 days of this conditional use, except for emergency access for emergency service vehicles.

18. Lots 19, 20 and 21 are limited to a 400 program participant capacity per week.

19. Access to the equestrian riding and stabling facility shall be limited to Center Street. No participants, volunteers or guests shall use the local streets in Pine Ridge subdivision as through-traffic to other areas of the County, except for residents of Pine Ridge subdivision.

20. This approval is for a non-commercial, not-for-profit, therapeutic equestrian riding facility.

Attachment: Attachment C - Resolution 2013-236 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

13A 1

RESOLUTION 2000- 63

A RESOLUTION PROVIDING FOR THE ESTABLISHMENT OF A THERAPEUTIC EQUESTRIAN RIDING FACILITY CONDITIONAL USES 19 AND 24 IN THE "A" ZONING DISTRICT PURSUANT TO SECTION 2.2.2.3 OF THE COLLIER COUNTY LAND DEVELOPMENT CODE FOR PROPERTY LOCATED IN SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.

WHEREAS, the Legislature of the State of Florida in Chapter 67-1246, Laws of Florida, and Chapter 125, Florida Statutes, has conferred on Collier County the power to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the County pursuant thereto has adopted a Land Development Code (Ordinance No. 91-102) which includes a Comprehensive Zoning Ordinance establishing regulations for the zoning of particular geographic divisions of the County, among which is the granting of Conditional Uses; and

WHEREAS, the Collier County Planning Commission, being the duly appointed and constituted planning board for the area hereby affected, has held a public hearing after notice as in said regulations made and provided, and has considered the advisability of Conditional Uses 19 and 24 of Section 2.2.2.3 in an "A" Zone for a therapeutic equestrian riding facility on the property hereinafter described, and has found as a matter of fact (Exhibit "A") that satisfactory provision and arrangement have been made concerning all applicable matters required by said regulations and in accordance with Subsection 2.7.4.4 of the Land Development Code for the Collier County Planning Commission; and

WHEREAS, all interested parties have been given opportunity to be heard by this Board in a public meeting assembled and the Board having considered all matters presented.

NOW, THEREFORE BE IT RESOLVED, BY THE BOARD OF ZONING APPEALS of Collier County, Florida that:

Attachment: Attachment D - Resolution 2000-063 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

13A 1

The petition filed by Karen Blackwell representing Naples Equestrian Challenge Center, L. C. with respect to the property hereinafter described as:

Lot 21, Block 1, Pine Ridge subdivision as recorded in Plat Book 3, Page 24, of the Official Records of Collier County

be and the same is hereby approved for Conditional Uses 19 and 24 of Section 2.2.2.3 of the "A" Zoning District for a therapeutic equestrian riding facility in accordance with the Conceptual Master Plan (Exhibit "B") and subject to the following conditions:

Exhibit "C" which is attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that this Resolution be recorded in the minutes of this Board.

This Resolution adopted after motion, second and majority vote.

Done this 22nd day of February, 2000.

BOARD OF ZONING APPEALS
COLLIER COUNTY, FLORIDA

BY: _____
TIMOTHY J. CONSTANTINE, CHAIRMAN

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____ DC
Attest as to Chairman's signature only.

Approved as to Form and
Legal Sufficiency:

_____
Marni M. Scuderi
Assistant County Attorney

g:/admin/ RESOLUTION/CU-99-38/FR/ss

Attachment: Attachment D - Resolution 2000-063 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

13A 1

FINDING OF FACT
BY
COLLIER COUNTY PLANNING COMMISSION
FOR
A CONDITIONAL USE PETITION
FOR

CU-99-30

The following facts are found:

1. Sections 2.2.2.3.10 and 2.2.2.3.19 and 2.2.2.3.24 of the Land Development Code authorized the conditional use.

2. Granting the conditional use will not adversely affect the public interest and will not adversely affect other property or uses in the same district or neighborhood because of:

   A. Consistency with the Land Development Code and Growth Management Plan:
   Yes ✓ No _____

   B. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe:
   Adequate ingress & egress
   Yes ✓ No _____

   C. Affects neighboring properties in relation to noise, glare, economic or odor effects:
   ✓ No affect or _____ Affect mitigated by _____
   _____ Affect cannot be mitigated

   D. Compatibility with adjacent properties and other property in the district:
   Compatible use within district
   Yes ✓ No _____

Based on the above findings, this conditional use should, with stipulations, (copy attached) ~~(should not)~~ be recommended for approval OK.

DATE: Feb 3 '00

MEMBER: [signature]

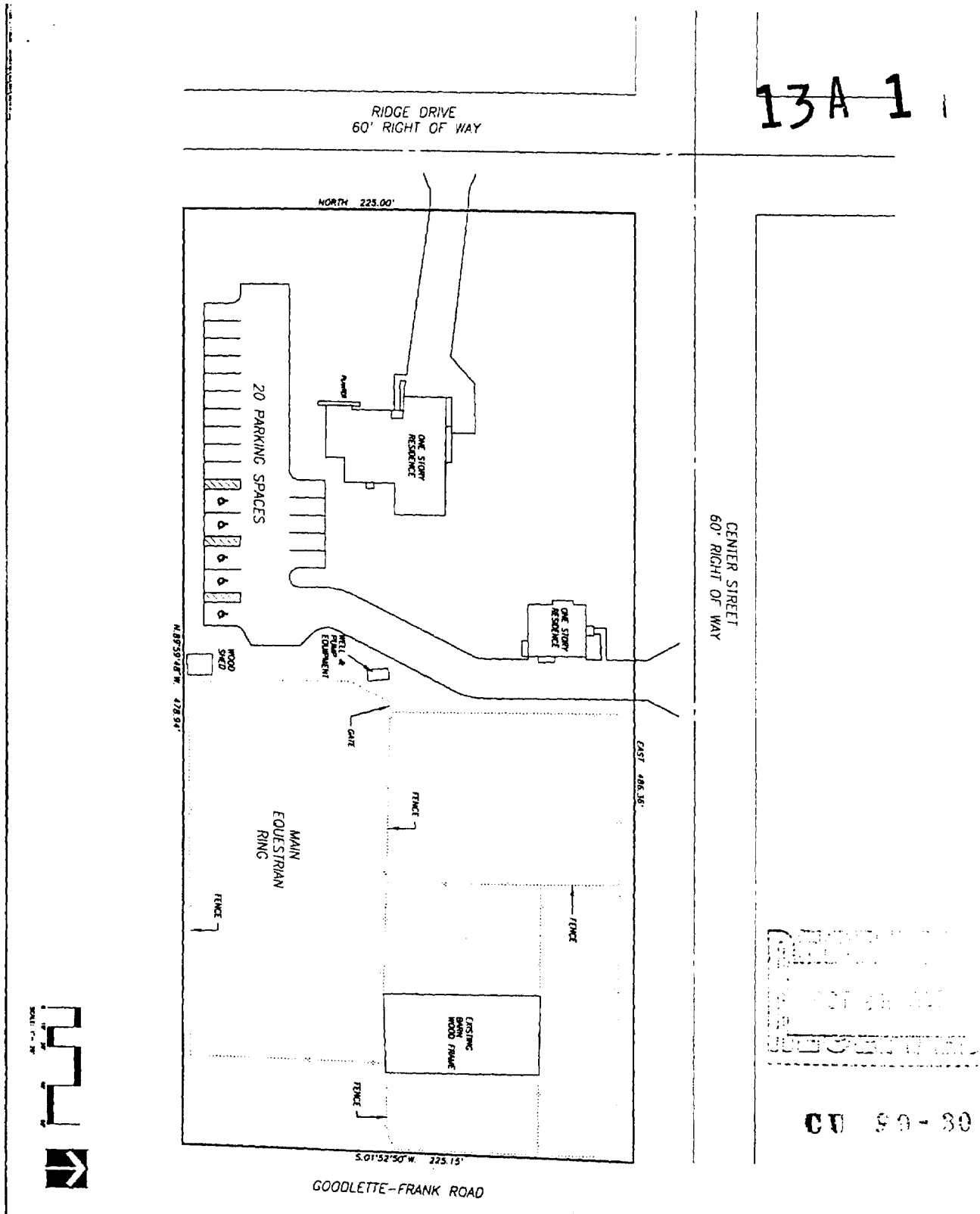
VICE-CHAIRMAN

g:/admin/FINDING OF FACT MEMBER/CU-99-30

Exhibit "A"

Attachment: Attachment D - Resolution 2000-063 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

13A 1



CU 99-30

NAPLES EQUESTRIAN CHALLENGE

CONCEPTUAL MASTER PLAN

Exhibit "B"

WilsonMiller

13A 1

CU-99-30

1. Pursuant to Section 2.2.25.8.1 of the Land Development Code, if, during the course of site clearing, excavation or other construction activity, an historic or archaeological artifact is found, all development within the minimum area necessary to protect the discovery shall be immediately stopped and the Collier County Code Enforcement Department shall be contacted.

2. An exotic vegetation removal, monitoring, and maintenance plan for the site, with emphasis on areas of retained native vegetation, shall be submitted to the Planning Services Director for review and approval, prior to Site Development Plan approval.

3. An application for Site Development Plan approval shall be submitted to the Planning Services Director within 60 days of approval of this Resolution.

4. This approval is for a therapeutic equestrian riding facility only. Any other use that is not permitted by right shall require approval of another Conditional Use.

EXHIBIT "C"

Attachment: Attachment D - Resolution 2000-063 (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Naples Therapeutic Riding Center (PL20210001746)

Application and Supporting Documents

November 10, 2022
HEX Meeting

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradyminor.com • www.gradyminor.co

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

April 25, 2022

Mr. John Kelly, AICP
Collier County Growth Management Department
Zoning Division - Zoning Services Section
2800 North Horseshoe Drive
Naples, FL 34104

RE: Naples Therapeutic Riding Center CU (PL20210001746), Submittal 1

Dear Mr. Kelly:

An application for Public Hearing for a Conditional Use (CU) is being filed electronically for review. The subject property is 8.95+/- acres in size and is located at 170 and 206 Ridge Drive.

The Naples Therapeutic Riding Center recently acquired Lot 18 of Pine Ridge subdivision, which is immediately south of the existing facility which operates on Lots 19-21 of Pine Ridge Subdivision. A conditional use for sports and recreational facilities and stabling on less than 20 acres was approved in 2000 (CU Resolution 2000-063) and 2013 (CU Resolution 2013-236). The proposed Conditional Use proposes to modify the Conditional Use Site Plan to incorporate the newly acquired property into their campus, and to make other site revisions which will include the expansion of the existing stable/barn located at the intersection of Goodlette-Frank Road and Center Street, adding an additional covered riding arena, and construction of a one-story office building to replace one of the residential structures, which has been utilized for the NTRC offices. The newly acquired property contains a single-family residence. The new Conditional Use Site Plan identifies that the home will remain and fenced paddocks for horses will be added. The residence will be utilized to house employees on-site to care for the horses and property.

Documents filed with submittal 1 include the following:

1. Cover Letter
2. Application for Conditional Use
3. Evaluation Criteria
4. Pre-app Notes
5. Affidavit of Authorization
6. Addressing Checklist

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 ● Fax. 239-947-0375
EB 0005151 ● LB 0005151 ● LC 26000266
www.gradyminor.com

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

7. Property Ownership Disclosure Form
8. Warranty Deed(s)
9. Boundary Survey
10. LLA-AR-13776
11. Plat
12. Previous Approvals
13. Conditions of Approval
14. Conditions of Approval Justifications
15. Conceptual Site Plan
16. Environmental Data
17. Traffic Impact Study
18. Historical and Archeological Waiver

Please feel free to contact me should you have any questions.

Sincerely,

D. Wayne Arnold, AICP

c: Naples Equestrian Challenge, Inc.
GradyMinor File (NTRCCU-20)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

APPLICATION FOR PUBLIC HEARING FOR: CONDITIONAL USE

LDC Section 10.08.00 & Code of Laws section 2-83 – 2-90
Chapter 3 C.1 of the Administrative Code

PETITION NO (PL)
PROJECT NAME
DATE PROCESSED

To be completed by staff

☐ **A CONDITIONAL USE TO BE HEARD BY THE PLANNING COMMISSION AND BOARD OF ZONING APPEALS**

■ **A MINOR CONDITIONAL USE TO BE HEARD BY THE OFFICE OF THE HEARING EXAMINER**

APPLICANT CONTACT INFORMATION

Name of Property Owner(s): Naples Therapeutic Riding Center, Inc.

Name of Applicant if different than owner: _____

Address: 206 Ridge Drive **City:** Naples **State:** FL **ZIP:** 34108

Telephone: 239-596-2988 **Cell:** _____ **Fax:** _____

E-Mail Address: billswartzdvm@gmail.com

Name of Agent(s): D. Wayne Arnold, AICP / Richard D. Yovanovich, Esq.

Firm: Q. Grady Minor & Associates, P.A. / Coleman, Yovanovich & Koester, P.A.

Address: 3800 Via Del Rey **City:** Bonita Springs **State:** FL **ZIP:** 34134

Telephone: 239-947-1144 **Cell:** _____ **Fax:** _____

E-Mail Address: warnold@gradyminor.com / ryovanovich@cyklawfirm.com

BE AWARE THAT COLLIER COUNTY HAS LOBBYIST REGULATIONS. GUIDE YOURSELF ACCORDINGLY AND ENSURE THAT YOU ARE IN COMPLIANCE WITH THESE REGULATIONS.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

ASSOCIATIONS

Required: List all registered Home Owner Association(s) that could be affected by this petition. Provide additional sheets if necessary. Information can be found on the Board of County Commissioner's website at http://www.colliergov.net/Index.aspx?page=774.

Name of Homeowner Association: Pine Ridge Civic Association of Naples, Inc.
Mailing Address: 145 Caribbean Ct **City:** Naples **State:** FL **ZIP:** 34108

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

PROPERTY INFORMATION

On separate page, provide a detailed legal description of the property covered by the application:

- If the request involves changes to more than one zoning district, the applicant shall include separate legal description for property involved in each district;
- The applicant shall submit 4 copies of a recent survey (completed within the last six months, maximum 1" to 400' scale), if required to do so at the pre-application meeting; and
- The applicant is responsible for supplying the correct legal description. If questions arise concerning the legal description, an engineer's certification or sealed survey may be required.

Property I.D. Number: 67185000007 and 67185120000 **Plat Book:** 3 **Page #:** 24
Section/Township/Range: 10 / 49S / 25E
Subdivision: Pine Ridge **Lot:** 18, 19, 20 & 21 **Block:** I
Metes & Bounds Description: See Boundary Survey
Size of Property: 874+/- **ft. X** 472+/- **ft. =** 389,862+/- **Total Sq. Ft. Acres:** 8.95+/-
Address/ General Location of Subject Property:
170 and 206 Ridge Drive

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

ADJACENT ZONING AND LAND USE

	Zoning	Land Use
N	A and RSF-1	Stable and Residential
S	A	Residential
E	ROW and PUD	Goodlette Frank Road and Three Hundred Acre Goodlette Rd (church and residential)
W	A and RSF-1	Residential

If the owner of the subject property owns contiguous property please provide a detailed legal description of the entire contiguous property: (If space is inadequate, attach on a separate page)

Section/Township/Range: N.A. / N.A. / N.A.

Lot: N.A. **Block:** N.A. **Subdivision:** N.A.

Plat Book: N.A. **Page #:** N.A. **Property I.D. Number:** N.A.

Metes & Bounds Description: N.A.

CONDITIONAL USE REQUEST DETAIL

Type of Conditional Use:
This application is requesting a conditional use as allowed, pursuant to LDC section 2.03.00, of the A **zoning district** for ** see below **(type of use)**.

Present Use of the Property: Vacant Lot and Naples Equestrian Challenge, Inc.

**Uses 19 and 24 of Section 2.03.01(A)(1)(c) of the Land Development Code, continued use of the existing therapeutic equestrian riding facility and stabling on parcels less than 20 acres in size.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

EVALUATION CRITERIA

Pursuant to LDC section 10.08.00 and Chapter 3 C.1 of the Administrative Code, staff's recommendation to the reviewing body shall be based upon a finding that the granting of the conditional use will not adversely affect the public interest and that the specific requirements governing the individual conditional use, if any, have been met. Further, satisfactory provision and arrangement have been made concerning the following matters, where applicable.

On a separate page, provide a narrative statement describing a request for a conditional use and a detailed response to the criteria listed below. Specify how and why the request is consistent with each of the criteria.

a. Describe how the project is consistent with the Collier County Land Development Code and Growth Management Plan. Include information on how the request is consistent with the applicable section or portions of the Future Land Use Element.
b. Describe the existing or planned means of ingress and egress to the property and proposed structure thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
c. Describe the effect the conditional use will have on neighboring properties in relation to noise, glare, economic impact, and odor.
d. Describe the site's and the proposed use's compatibility with adjacent properties and other properties in the district.
e. Please provide any additional information which you may feel is relevant to this request.

Deed Restrictions: The County is legally precluded from enforcing deed restrictions; however, many communities have adopted such restrictions. You may wish to contact the civic or property owners association in the area for which this use is being requested in order to ascertain whether or not the request is affected by existing deed restrictions.

Previous land use petitions on the subject property: To your knowledge, has a public hearing been held on this property within the last year? If so, what was the nature of that hearing?

NO

Official Interpretations or Zoning Verifications: To your knowledge, has there been an official interpretation or zoning verification rendered on this property within the last year?

☒ No ☐ Yes (If yes please provide copies.)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

STATEMENT OF UTILITY PROVISIONS FOR CONDITIONAL USE REQUEST

APPLICANT INFORMATION

Name of Applicant(s): Naples Therapeutic Riding Center, Inc.

Address: 206 Ridge Drive **City:** Naples **State:** FL **ZIP:** 34108

Telephone: 239.596.2988 **Cell:** _____ **Fax:** _____

E-Mail Address: msaracino@ntrc.org

Address of Subject Property (If available): 170 and 206 Ridge Drive

City: Naples **State:** FL **ZIP:** 34108

LEGAL DESCRIPTION

Section/Township/Range: 10 / 49 / 25

Lot: 18,19,20 & 21 **Block:** I **Subdivision:** Pine Ridge

Plat Book: 3 **Page #:** 24 **Property I.D. Number:** 67185000007 and 67185120000

Metes & Bounds Description: * (*See Boundary Survey)

TYPE OF SEWAGE DISPOSAL TO BE PROVIDED

Check applicable system:

a. County Utility System ☐
b. City Utility System ☐
c. Franchised Utility System ☐ Provide Name: _____
d. Package Treatment Plant ☐ (GPD Capacity): _____
e. Septic System ☒

TYPE OF WATER SERVICE TO BE PROVIDED

a. County Utility System ☐
b. City Utility System ☐
c. Franchised Utility System ☐ PROVIDE NAME_____
d. Private System (Well) ☒

Total Population to be served: 10 participants and 10 empl (5 gpd/participant) (15 gpd/empl)

Peak and Average Daily Demands:

A. Water-Peak: 260 GPD Average Daily: 200 GPD
B. Sewer-Peak: 300 GPD Average Daily: 200 GPD

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

If proposing to be connected to Collier County Regional Water System, please provide the date service is expected to be required: Existing connection

Narrative statement: Provide a brief and concise narrative statement and schematic drawing of sewage treatment process to be used as well as a specific statement regarding the method of affluent and sludge disposal. If percolation ponds are to be used, then percolation data and soil involved shall be provided from tests prepared and certified by a professional engineer.

N.A.

County Utility Dedication Statement: If the project is located within the service boundaries of Collier County's utility service system, a notarized statement shall be provided agreeing to dedicate the water distribution and sewage collection facilities within the project area to the Collier County Utilities. This shall occur upon completion of the construction of these facilities in accordance with all applicable County ordinances in effect at that time. This statement shall also include an agreement that the applicable system development charges and connection fees will be paid to the County Utilities Division prior to the issuance of building permits by the County. If applicable, the statement shall contain an agreement to dedicate the appropriate utility easements for serving the water and sewer systems.

N.A.

Statement of Availability Capacity from other Providers: *Unless waived or otherwise provided for at the pre-application meeting, if the project is to receive sewer or potable water services from any provider other than the County, a statement from that provider indicating adequate capacity to serve the project shall be provided.*

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

RECORDING OF DEVELOPER COMMITMENTS

Within 30 days of adoption of the Ordinance, the owner or developer at their expense shall record in the Public Records of Collier County a Memorandum of Understanding of Developer Commitments or Notice of Developer Commitments that contains the legal description of the property that is the subject of the land use petition and contains each and every commitment of the owner or developer specified in the Ordinance. The Memorandum or Notice shall be in form acceptable to the County and shall comply with the recording requirements of F.S. §695. A recorded copy of the Memorandum or Notice shall be provided to the assigned Principal Planner, Zoning Services Department, within 15 days of recording of said Memorandum or Notice.

Chapter 8 of the Administrative Code requires that the applicant must remove their public hearing advertising sign(s) after final action is taken by the Board of County Commissioners. Based on the Board's final action on this item, please remove all public hearing advertising sign(s) immediately.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Pre-Application Meeting and Final Submittal Requirement Checklist for:

☐ A Conditional Use to be heard by the Planning Commission and Board of Zoning Appeals
■ A Minor Conditional Use to be heard by the Office of the Hearing Examiner
Chapter 3 C.1. of the Administrative Code

The following Submittal Requirement Checklist is to be utilized during the Pre-Application Meeting, and at time of application submittal. At time of submittal, the checklist is to be completed and submitted with the application packet. Please provide the submittal items in the exact order listed below, with cover sheets attached to each section. **Incomplete submittals will not be accepted.**

Requirements for Review	# Of Copies	Required	Not Required
Completed Application (download current form from County website)	1	☒	☐
Cover letter briefly explaining the project	1	☑	☐
Pre-Application Notes	1	☑	☐
Affidavit of Authorization, signed and notarized	1	☒	☐
Completed Addressing Checklist	1	☒	☐
Property Ownership Disclosure Form	1	☒	☐
Warranty Deed(s)	1	☑	☐
Boundary Survey	1	☑	☐
Conceptual Site Plan 24" X 36" plus (one 8 ½ X 11 copy)	☐	☑	☐
Plans showing proposed location for utilities, if required	☐	☐	☑
Plans for screening and buffering the use with reference as to type, dimensions, and character, if required	☐	☐	☑
Plans showing the proposed landscaping and provisions for trees protected by County regulations, if required	☐	☐	☑
Plans showing the proposed signs and lighting, including type, dimensions, and character, if required	☐	☐	☑
Architectural Rendering of Proposed Structure(s), if applicable	1	☐	☑
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial.	1	☑	☐
Statement of utility provisions (with all required attachments & sketches)	1	☑	☐
Environmental Data Requirements, pursuant to LDC section 3.08.00	1	☑	☐
Environmental Data Requirements collated into a single Environmental Impact Statement (EIS) at time of public hearings. Coordinate with project planner at time of public hearing.	☐	☐	☑
Listed Species Survey; less than 12 months old. Include copies of previous surveys.	1	☐	☑
Traffic Impact Study (TIS) or waiver	1	☑	☐
Historical and Archeological Survey, or waiver	1	☑	☑
Electronic copy of all documents and plans * Please advise: The Office of the Hearing Examiner requires all materials to be submitted electronically in PDF format.	1	☑	☐
* If located in the Bayshore/Gateway Triangle Redevelopment Area, include an additional set of each submittal requirement			

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

ADDITIONAL REQUIREMENTS FOR THE PUBLIC HEARING PROCESS:

- Following the completion of the review process by County review staff, the applicant shall submit all materials electronically to the designated project manager.
- Please contact the project manager to confirm the number of additional copies required.

Planners: Indicate if the petition needs to be routed to the following additional reviewers:

☐	Bayshore/Gateway Triangle Redevelopment: Executive Director	☐	Emergency Management: Dan Summers; and/or EMS: Artie Bay
☐	Conservancy of SWFL: Nichole Johnson	☐	GMD Graphics
☐	City of Naples: Robin Singer, Planning Director	☐	Utilities Engineering: Eric Fey
☐	Parks and Recreation: Barry Williams	☐	Immokalee Water/Sewer District:
☐	Other:	☐	School District (Residential Components): Amy Lockheart

Communication Towers:

☐	Mosquito Control	☐	Collier County Airport Authority
☐	Naples Airport Authority		

Commercial Mining:

☐	Impact Fees

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

FEE REQUIREMENTS

All checks payable to: Board of County Commissioners

- ☐ **Pre-Application Meeting:** $500.00 (to be credited towards the application fee if the application is filed within 9 months of pre-application meeting)
- ☐ **Conditional Use Application Fee:** $4,000.00
  - When filed with Rezone Petition: $1,500.00
  - Additional fee for 5th and subsequent reviews: 20% of original fee
- ☐ **Comprehensive Planning Consistency Review:** $300.00
- ☐ **Environmental Data Requirements-EIS Packet (submittal determined at pre-application meeting):** $2,500.00
- ☐ **Listed or Protected Species survey review fee (when an EIS is not required):** $1,000.00
- ☐ **Transportation Fee, if required:**
  - Methodology Review Fee: $500.00
  - Minor Study Review Fee: $750.00
  - Major Study Review Fee: $1,500.00
- ☐ **Estimated Legal Advertising Fee for the Hearing Examiner or CCPC:** $1,125.00
- ☐ **Estimated Legal Advertising Fee for the BZA, if required:** $500.00

Fire Code Plans Review Fees are collected at the time of application submission and those fees are set forth by the Authority having jurisdiction. The Land Development Code requires Neighborhood Notification mailers for Applications headed to hearing, and this fee is collected prior to hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

All checks payable to: Board of County Commissioners.

The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

D. Wayne Arnold
Agent/Owner Signature

06/17/2022
Date

D. Wayne Arnold, AICP
Agent/Owner Name (please print)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Public Participation Requirements

LDC Section 10.03.06 B. or C.
Chapter 8 of the Administrative Code

Notice for Minor Conditional Use Petitions

Neighborhood Information Meeting (NIM) Requirements: Applicant must conduct a NIM at least 15 days prior to the Hearing Examiner's receipt of the staff report and application materials in accordance with the applicable sections of the Administrative Code. The NIM shall be advertised and a mailed written notice shall be given to the property owners in the notification area at least 15 days prior to the NIM meeting.

Mailed Notice: Written notice shall be sent to property owners in the notification area at least 15 days before the advertised Hearing Examiner hearing.

Newspaper Advertisements: The legal advertisement shall be published at least 15 days before the advertised Hearing Examiner hearing in a newspaper of general circulation. The advertisement shall include at a minimum:

- Date, time, and location of the hearing;
- Description of the proposed land uses; and
- 2 in. x 3 in. map of the project location.

Sign: A sign shall be posted at least 15 days before the advertised Hearing Examiner hearing date.

Public Hearing for Minor Conditional Use Petitions

Hearing Examiner: The Hearing Examiner shall hold at least 1 advertised public hearing. See Chapter 9 of the Administrative Code for the Office of the Hearing Examiner procedures.

Notice for Conditional Use Petitions

Neighborhood Information Meeting (NIM) Requirements: Applicant must conduct a NIM at least 15 days prior to the advertised public hearing. The NIM shall be advertised and a mailed written notice shall be given to the property owners in the notification area at least 15 days prior to the NIM meeting.

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Mailed Notice: Written notice shall be sent to property owners in the notification area at least 15 days before the advertised public hearing.

Newspaper Advertisements: The legal advertisement shall be published at least 15 days before the advertised public hearing in a newspaper of general circulation. The advertisement shall include at a minimum:

- Date, time, and location of the hearing;
- Description of the proposed land uses; and
- 2 in. x 3 in. map of the project location.

Sign: A sign shall be posted at least 15 days before the advertised public hearing date.

Public Hearing for Conditional Use Petitions

Environmental Advisory Committee (EAC): The EAC shall hold at least 1 advertised public hearing, if required.

Collier County Planning Commission (CCPC): The CCPC shall hold at least 1 public hearing.

Board of Zoning Appeals (BZA): The BZA shall hold at least 1 advertised public hearing.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Naples Therapeutic Riding Center CU (PL20210001746)

Evaluation Criteria

Pursuant to LDC section 10.08.00 and Chapter 3 C.1 of the Administrative Code, staff's recommendation to the reviewing body shall be based upon a finding that the granting of the conditional use will not adversely affect the public interest and that the specific requirements governing the individual conditional use, if any, have been met. Further, satisfactory provision and arrangement have been made concerning the following matters, where applicable.

On a separate page, provide a narrative statement describing a request for a conditional use and a detailed response to the criteria listed below. Specify how and why the request is consistent with each of the criteria.

Narrative

The Naples Therapeutic Riding Center (NTRC) was approved in 2000 with the mission to provide therapeutic riding and equine programs for children and adults with disabilities. The demand for equine therapy has increased over the years and NTRC wishes to continue to provide therapeutic programs for those area residents who have disabilities.

The Naples Therapeutic Riding Center recently acquired Lot 18 (2.1± ac.) of Pine Ridge subdivision, which is immediately south of the existing facility which operates on Lots 19-21 of Pine Ridge Subdivision. The total campus acreage with lot 18 will be 8.95± acres. A conditional use for sports and recreational facilities and stabling on less than 20 acres was approved in 2000 (CU Resolution 2000-063) and 2013 (CU Resolution 2013-236). The proposed Conditional Use proposes to modify the Conditional Use Site Plan to incorporate the newly acquired property into their campus, and to make other site revisions which will include the expansion of the existing stable/barn located at the intersection of Goodlette-Frank Road and Center Street, adding an additional covered riding arena, and construction of a one-story office building to replace one of the residential structures, which has been utilized for the NTRC offices. The newly acquired property contains a single-family residence. The new Conditional Use Site Plan identifies that the home will remain and a detached garage and fenced paddocks for horses will be added. The residence will be utilized to house employees on-site to care for the horses and property.

a. Describe how the project is consistent with the Collier County Land Development Code and Growth Management Plan. Include information on how the request is consistent with the applicable section or portions of the Future Land Use Element.

The subject properties are zoned A, and per Section 2.03.01.A.1.c of the LDC, Agricultural activities on parcels less than 20 acres in size (animal breeding, raising, training, stabling, or kenneling) are permitted conditional uses (#24). NTRC also operates an instructional riding program and is also requesting Conditional Use #19 consistent with their existing conditional use. The property is designated Urban Residential on the Future Land Use Map and the Future Land Use Element indicates that Agricultural activities on parcels less than 20 acres in size (animal breeding, raising, training, stabling, or kenneling) uses are permitted throughout the Urban area; therefore, the proposed uses are consistent with the Future Land Use Element of the Growth Management Plan.

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradyminor.com • www.gradyminor.com

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Conservation and Coastal Management Element:
Policy 6.1.1 establishes the minimum preservation areas for residential and mixed-use projects as 25% of the on-site native preservation.

This parcel was a single-family parcel with an existing home. This parcel was originally permitted in 1970 (Permit 70-1419) a single-family home was subsequently built. In 1982, an additional permit (Permit # 82-826) was obtained for a garage. The lot lacks what would be considered native habitat. In addition, an exotic vegetation removal permit was obtained because this parcel was impenetrable with numerous exotics. The parcel today is void of native vegetation. Approximately 3 Slash pines exists and a few banyan trees. This parcel was legally cleared and void of native habitat/vegetation. Thus, this project is exempted from Policy 6.1.1

OBJECTIVE 7.1: Direct incompatible land uses away from listed animal species and their habitats. (The County relies on the listing process of State and Federal agencies to identify species that require special protection because of their endangered, threatened, or species of special concern status. Listed animal species are those species that the Florida Fish and Wildlife Conservation Commission has designated as endangered, threatened, or species of special concern, in accordance with Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C. and those species designated by various federal agencies as Endangered and Threatened species published in 50 CFR 17.)

This project site is currently surrounded by either roadway or development. The parcel is bordered by a roadway along its eastern and northern boundary. This parcel fronts Ridge Drive. To the west and south is residential development.

A brief examination of the parcel found no listed animals on site. The parcel is not located in a USFWS Panther Consultation Zone.

Wellfield Overlay:
The subject property is located within Wellfield Risk Management Special Treatment Overlay Zones W-1 and W-2, as identified on the accompanying exhibit. LDC Section 3.06 describes the intent and purpose of establishing the ST zones around regulated public water supply wells. The use of the property for the agricultural equine therapeutic riding facility is not a regulated use within the ST zones, and there are no hazardous materials stored or utilized on the property.

b. Describe the existing or planned means of ingress and egress to the property and proposed structure thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

Ingress and egress to the overall site exists from Ridge Drive and Center Street. Access points to the properties are identified on the conceptual Site Plan. One existing access pint on Ridge Drive will be eliminated with the proposed campus improvements.

c. Describe the effect the conditional use will have on neighboring properties in relation to noise, glare, economic impact, and odor.

The Conditional Use for campus improvements should have no impact on neighboring properties. The newly added 2.12-acre parcel will continue to be utilized for residential purposes and because the property is zoned A, Agriculture, horses are permitted to be stabled on the property, not to exceed two horses per acre. The majority of the changes to the campus plan include the expansion of the stable/barn, addition of a new 9,200+/- square foot covered riding arena, utilize a portion of Lots 19 and 20 for administrative office areas, additional horse stables, riding ring and training areas. The covered training arena will be internally lighted and located toward Goodlette-Frank Road and away from the existing residence. Only outdoor security lighting will be utilized on the balance of the parcel. Buffers will be installed to LDC standards which will insure compatibility with nearby residences.

d. Describe the site's and the proposed use's compatibility with adjacent properties and other properties in the district.

The Naples Equestrian Challenge has been operating their therapeutic riding programs on the adjacent property for over 20 years and have developed a positive relationship with surrounding homeowners. Structures will be constructed to meet setbacks for the Agricultural Zoning District and outdoor activities will have operational hours consistent with those for the existing facilities.

e. Please provide any additional information which you may feel is relevant to this request.

Attached is additional information regarding the history of Naples Therapeutic Riding Centere and descriptions of the various programs offered at the facility. The 2013 Conditional Use was approved with a condition limiting program participants to 400 per week. Given NTRC programming operational standards programming with the newly proposed riding arena will limit weekly participants to 320 weekly. The condition has been modified to reflect the lower program participant/rider figure.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Naples Equestrian Challenge d/b/a
Naples Therapeutic Riding Center
Conditional Use Operational Background

The mission of Naples Therapeutic Riding Center is to improve the lives of children and adults with physical, social and mental health needs through therapeutic riding and other equine-related programs. Established in 1995 and located at the corner of Goodlette Road and Center Street in the Pine Ridge Estates neighborhood, NTRC became a PATH Intl-certified riding center (Professional Association of Therapeutic Horsemanship International, which is an international accrediting organization that has standardized the practices of therapeutic riding and equine-facilitated learning and psychotherapy activities) in 2000.

With the generous support of the community, NTRC has expanded from serving four individuals in 1995 to a total of 497 unduplicated special needs participants, including a total of 258 children and youth (ages 22+ under) and 239 adults (22-84) plus nine (duplicated number) Summer Horsemanship Camp attendees in 2020. The majority of NTRC's 497 participants suffer with autism spectrum disorder, attention deficit disorder (ADD)/attention deficit hyperactivity disorder (ADHD), cerebral palsy, Down syndrome, multiple sclerosis, developmental delay, traumatic brain injury, post-traumatic stress disorder (PTSD) and sensory integration disorder.

Each year of its history, NTRC has been successful in further expanding its equine assisted activities and therapy programs to accommodate more participants. In 2021, NTRC purchased a property directly adjacent to our existing land. This singular opportunity will significantly impact our future programming capacity by allowing NTRC to maximize the functionality of our existing facility, expand programming and increase participation without incurring the added expenses that a total relocation. The newly added site will retain the existing home for employee housing and additional paddocks will be created to allow grazing for the program horses.

NTRC currently is operating at capacity. The expansion will address the urgent community need reflected by our current over 100-person therapeutic riding waiting list. It also aligns with the priorities designated by our Board of Directors in our 2020-2024 Strategic Plan (Board approved October 2020) identifying the need to acquire additional acreage to expand and enhance our services. Ultimately, our goal for the overall campus is to significantly increase service capacity and enhance delivery options for our current core programming elements and assist in the growth of recently launched and future services. Key programs include our RIDER PROGRAMS (Therapeutic / Advanced Riders + Occupational Therapist Assisted Riding); GROUP PROGRAMS (Equine-Assisted Learning + Equine-Assisted Psychotherapy); and COMMUNITY OUTREACH PROGRAMS (Inclusion Summer Horsemanship Camps + Operation Strides for Military Veterans + Traveling Mini Therapy Program). Based on participant feedback and reaction to pandemic restrictions, we also successfully introduced fee-based private lesson options for our Riding, Group and Operation Strides services in January 2021.

The following projections are based solely on the existing campus capacity and include:

NTRC will serve a total of 800+ participants (ages 4-82) with special needs annually. Historically, annual demographics reflected: 69% of total were children/youth under (age 22+ under), with 45% females and 55% male, 25% Hispanic and with 42% of therapeutic riding families identified as having a household income less than the Federal Poverty Level thresholds.

According to the data warehouse, more than 4,000 Collier County students have been screened, evaluated and assigned an Individualized Education Plan (IEP) which calls for special accommodations due to a range of mental and physical disabilities from attention deficit disorder (ADD) to the most acute levels of cerebral palsy and Down syndrome. Among those 4,000 students, it is reasonable to assume that as many as 1,000, or 25%, would qualify for NTRC services. In the last school year, NTRC served 310 students, leaving a potential of 690 un- or under-served students that may benefit from NTRC's equine-assisted activities and therapies.

NTRC's campus build-out plan entails:

- Adding a third (rectangular) Arena that will increase lesson space to five options;
- On-site Employee Housing for Barn/Arena staff to assist in 24/7 therapy herd care and maintenance;
- Expanding administrative office space to accommodate program support functions.
- Addition of four new horse stalls and expanded pasture/grazing/paddock space to accommodate increased herd;
- Addition of two new therapy horses

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Notes

Petition Type: Conditional Use (CU)
Date and Time: Thursday 7/29/21 10:30 AM

Assigned Planner: John Kelly

Engineering Manager (for PPL's and FP's): _____

Project Information

Project Name: Naples Therapeutic Riding Center

PL #: 20210001746

Property ID #: 67185120000
67185000007 **Current Zoning:** Agricultural (A)

Project Address: 170 Ridge Dr. **City:** Naples **State:** FL **Zip:** 34108

Applicant: Sharon Umpenhour - Grady Minor

Agent Name: D.Wayne Arnold, AICP **Phone:** 239-947-1144

Agent/Firm Address: 3800 Via Del Rey **City:** Bonita Springs, FL **State:** FL **Zip:** 34134

Property Owner: Naples Equestrian Challenge Inc. - 67185120000
Naples Equestrian CHL Inc. - 67185000007

Please provide the following, if applicable:

i. **Total Acreage:** 2.1

ii. **Proposed # of Residential Units:** _____

iii. **Proposed Commercial Square Footage:** _____

iv. **For Amendments, indicate the original petition number:** _____

v. **If there is an Ordinance or Resolution associated with this project, please indicate the type and number:** _____

vi. **If the project is within a Plat, provide the name and AR#/PL#:** _____

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

As of 10/16/2017 all Zoning applications have revised applications, and your associated Application is included in your notes; additionally a *new Property Ownership Disclosure Form is required for all applications. A copy of this new form is included in your pre-app

Note – link is https://www.colliercountyfl.gov/Home/ShowDocument?id=75093

ZONING

- ALL SUBMITTED PLANS MUST BE LEGIBLE ON 8.5 X 11 PAPER
  - AVOID USE OF COLOR BY USING DIFFERENT LINE TYPES
  - PLEASE PROVIDE ALL MEASUREMENTS IN FEET
- APPLICATION - EVALUATION CRITERIA (5 OF 12)
  - PLEASE PROVIDE RESPONSES AS AN ATTACHMENT
  - RESPONSES TO EACH CRITERION SHOULD BE PERSUASIVE AND RESPONSIVE TO THE CRITERION
- WITH RESPECT TO PRIOR CU'S - PLEASE USE UNDERLINE/STRIKE-THROUGH METHOD WHEN DRAFTING CONDITIONS OF APPROVAL.

If Site is within the City of Naples Water Service Area please send to Naples Utilities and Planning Departments. Then, if the petition is submitted, we are to send it (by email) to the four persons below in their Utilities and Planning Depts. - along with a request that they send us a letter or email of "no objection" to the petition. Bob Middleton RMiddleton@naplesgov.com Allyson Holland AMHolland@naplesgov.com Robin Singer RSinger@naplesgov.com Erica Martin emartin@naplesgov.com

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

COMP PLANNING - SUE FAULKNOR - PAGE 3A.1. - 3A.2.

TRANSPORTATION - MIKE SAWYER - PAGE 3.B.

ENVIRONMENTAL - CRAIG BROWN - PAGE 3C.1 - 3C.2.

Other required documentation for submittal (not listed on application):

Disclaimer: Information provided by staff to applicant during the Pre-Application Meeting is based on the best available data at the time of the meeting and may not fully inform the applicant of issues that could arise during the process. The Administrative Code and LDC dictates the regulations which all applications must satisfy. Any checklists provided of required data for an application may not fully outline what is needed. It is the applicant's responsibility to provide all required data.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

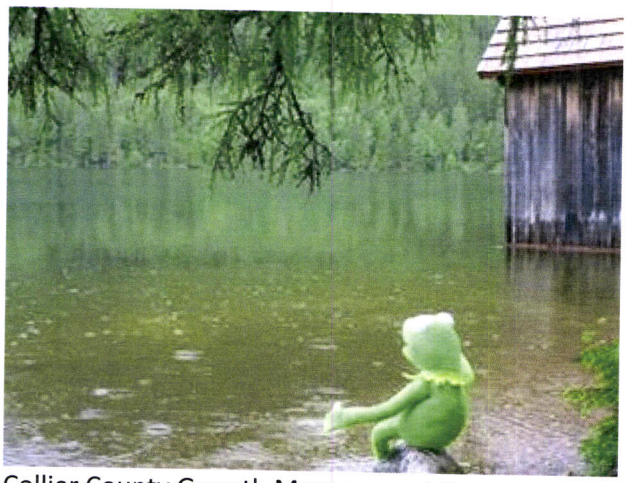
ThomasClarkeVEN

From: FaulknerSue
Sent: Thursday, July 29, 2021 12:33 PM
To: ThomasClarkeVEN
Cc: SaboJames; BellowsRay; KellyJohn
Subject: PL20210001746-Naples Therapeutic Riding Center (CU).docx
Attachments: PL20210001746-Naples Therapeutic Riding Center (CU).docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Thomas,
Here is my pre-app notes for PL20210001746-Naples Therapeutic Riding Center (CU).

Kind Regards,
Sue Faulkner, Principal Planner



Collier County Growth Management Department
Zoning Division, Comprehensive Planning Section
2800 North Horseshoe Drive, Naples, FL 34104
Sue.Faulkner@colliercountyfl.gov
phone: 239-252-5715; E-fax: 239-252-2838

PROUDLY SERVING COLLIER COUNTY SINCE 2006

Website: www.colliercountyfl.gov
Collier County Motto: "To exceed expectations."
Tell us how we are doing by taking our Zoning Division Survey at http://bit.ly/CollierZoning

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Meeting Notes

As of 10/16/2017 all Zoning applications have revised applications, and your associated Application is included in your notes; additionally a *new Property Ownership Disclosure Form is required for all applications. A copy of this new form is included in your pre-app Note – link is https://www.colliergov.net/Home/ShowDocument?id=75093.

Comp Planning: PL20210001746-Naples Therapeutic Riding Center (CU). The subject site (parcel numbers #67185120000 and 67185000007) are approximately 9 acres (±6.81 and 2.12 acres) and designated Urban Designation, Urban Mixed Use District, Urban Residential Subdistrict as should be shown on Future Land Use Map of the Growth Management Plan. The subject site is zoned Agricultural with a Conditional Use to allow horse therapy for special needs children and adults. The applicant wishes to submit an application for a new CU that increases the acreage to a total of 9 acres (which will allow up to 18 horses – 2 horses per acre).

Comp Planning does not anticipate any GMP consistency issues with this project, but does request that the applicant provide a Transportation Impact analysis, if deemed necessary by Transportation Planning. We also request that the applicant provide an evaluation of Future Land Use Element (FLUE) Policies 5.6 and 7.1 - 7.4.

The subject site is an Urban Designation area that will accommodate the following:
b. Non-residential uses including:
2. Parks, open space and recreational uses;
9. Agriculture

Therefore, this conditional use should continue to be consistent with the GMP.

Sue Faulkner, Comprehensive Planning Principal Planner
7/29/21

.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

ThomasClarkeVEN

From: SawyerMichael
Sent: Thursday, July 29, 2021 10:52 AM
To: ThomasClarkeVEN; KellyJohn
Subject: Naples Therapeutic Riding Center CU

Thomas,

Please check the TIS required box on the pre app checklist as well as methodology on the next page with a note that methodology will be by email to staff.

Please also add the following notes:

Transportation Planning: Methodology meeting by email and provide note on TIS cover sheet that fee will be collected at time of CU submittal. Address transportation elements of the GMP. Provide both ITE and SIC use codes in the TIS. Provide trip limit based on TIS using the existing facility count(s) increased to proposed user numbers (obviously the current facility trips are on the system so TIS should account for proposed increases only). Use standard trip limit language TIS using standard language: *"The maximum total daily trip generation for the CU shall not exceed ____ two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval."*

Please let us know of any concerns, questions or if there is anything we can do to assist as you move forward.

Michael Sawyer
Principal Planner
Growth Management Department
Transportation Planning
2685 South Horseshoe Drive, Suite 103
Naples, Florida 34104
239-252-2926
michael.sawyer@colliercountyfl.gov

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

ThomasClarkeVEN

From: BrownCraig
Sent: Thursday, July 29, 2021 11:22 AM
To: ThomasClarkeVEN
Subject: RE: Pre-App RESEARCH for Naples Therapeutic Riding Center (CU) - PI20210001746 - Virtual meeting on Thursday 7/29/21 at 10:30 AM - SKYPE

Thomas,

Here are my thoughts for the last one; I'm trying to stay on task with these there has been a bunch!! I think I still owe you notes for one more. (Golden Gate Water Plant CU).

1. Please provide Environmental Data: Please provide FLUCFCS aerial map of the subject property please include the invasive exotic plant percentage amounts and indicate which FLUCFCS are being considered Native Vegetation. Identify on a current aerial the acreage, location and community types of all upland and wetland habitats on the project site, according to the Florida Land Use Cover and Forms Classification System (FLUCFCS), and provide a legend for each of the FLUCFCS Codes identified. Aerials and overlay information must be legible at the scale provided. Provide calculations for the acreage of **native vegetation** required to be retained on-site. In a separate report, demonstrate how the preserve selection criteria pursuant to 3.05.07 have been met. Where applicable, include in this report an aerial showing the project boundaries along with any undeveloped land, preserves, natural flowways or other natural land features, located on abutting properties.

2. Please provide a current Listed species survey, which should include listed plants for the subject property. Provide supporting exhibits (i.e. Panther zones ect.) be sure to include Black Bear and Florida Bonneted Bat as part of the evaluation. Provide a wildlife survey for the nests of bald eagle and for **listed species known to inhabit** biological communities similar to those existing on site. The survey shall be conducted in accordance with the guidelines or recommendations of the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS).
Provide a survey for listed plants identified in 3.04.03

3. Provide calculations on site plan showing the appropriate acreage of native vegetation to be retained, the max. amount and ratios permitted to be created on-site or mitigated off-site. Exclude vegetation located within utility and drainage easements from the preserve calculations (LDC 3.05.07.B-D; 3.05.07.F; 3.05.07.H.1.d-e). **(15% present preservation required.)**

4. Please address how the proposed project is consistent with Conservation Coastal Management Element (CCME) Policy 6.1 and Objective 7.1.
5. Explain how the project meets or exceeds the native vegetation requirements and minimizes impacts to listed species as required in the CCME. **(The preservation Requirement is 15%).**
6. Indicate how the project design minimizes impacts to listed species. Describe the measures that are proposed as mitigation for impacts to listed species. **(If found onsite).**

7. Demonstrate that the design of the proposed stormwater management system and analysis of water quality and quantity impacts fully incorporate the requirements of the Watershed Management regulations of 3.07.00.
8. Please provide SFWMD/ ACOE written approvals.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

9. The proposed project occurs a Wellfield Protection Zone. Please address compliance with LDC section 3.06.12. Provide and exhibit showing the projects location in relation to the well field protection zone.

Check the boxes for FLUCFCS Map and Environmental Data.

FEE $2500.00

thanks

Craig Brown
Senior Environmental Specialist
Development Review Division
(239) 252-2548.

How are we doing? Please CLICK HERE to fill out a Customer Survey.
We appreciate your Feedback!

From: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Sent: Wednesday, July 28, 2021 5:47 PM
To: AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; BeardLaurie <Laurie.Beard@colliercountyfl.gov>; BrownCraig <Craig.Brown@colliercountyfl.gov>; CookJaime <Jaime.Cook@colliercountyfl.gov>; CrotteauKathynell <Kathynell.Crotteau@colliercountyfl.gov>; FaulknerSue <Sue.Faulkner@colliercountyfl.gov>; FeyEric <Eric.Fey@colliercountyfl.gov>; JosephitisErin <Erin.Josephitis@colliercountyfl.gov>; OrthRichard <Richard.Orth@colliercountyfl.gov>; PollardBrandi <Brandi.Pollard@colliercountyfl.gov>; AshkarSally <Sally.Ashkar@colliercountyfl.gov>; SawyerMichael <Michael.Sawyer@colliercountyfl.gov>; TempletonMark <Mark.Templeton@colliercountyfl.gov>; WilkieKirsten <Kirsten.Wilkie@colliercountyfl.gov>
Cc: KellyJohn <John.Kelly@colliercountyfl.gov>; YoungbloodAndrew <Andrew.Youngblood@colliercountyfl.gov>
Subject: Pre-App RESEARCH for Naples Therapeutic Riding Center (CU) - PI20210001746 - Virtual meeting on Thursday 7/29/21 at 10:30 AM - SKYPE

Good Afternoon All,

Please review the attached Zoning Pre-App Research for **Naples Therapeutic Riding Center (CU) - PI20210001746.**

The virtual meeting is scheduled for **Thursday 7/29/21 at 10:30 AM- via SKYPE**

.....

Join Skype Meeting

Trouble Joining? Try Skype Web App

Help

Thank you,

Thomas Clarke

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

Pre-Application Meeting Sign-In Sheet

PL# 20210001746

Collier County Contact Information:

Name	Review Discipline	Phone	Email
☐ Maggie Acevedo	North Collier Fire	252-2309	macevedo@northcollierfire.com
☐ Steve Baluch	Transportation Planning	252-2361	stephen.baluch@colliercountyfl.gov
☑ Ray Bellows	Zoning, Planning Manager	252-2463	raymond.bellows@colliercountyfl.gov
☑ Laurie Beard	PUD Monitoring	252-5782	laurie.beard@colliercountyfl.gov
☑ Craig Brown	Environmental Specialist	252-2548	craig.brown@colliercountyfl.gov
☐ Alexandra Casanova	Operations Coordinator	252-2658	Alexandra.casanova@colliercountyfl.gov
☐ Heidi Ashton Cicko	Managing Asst. County Attorney	252-8773	heidi.ashton@colliercountyfl.gov
☑ Thomas Clarke	Zoning Operations Coordinator	252-2584	thomas.clarke@colliercountyfl.gov
☐ Jamie Cook	Prin. Environmental Specialist	252-6290	Jaime.cook@colliercountyfl.gov
☐ Jackie De la Osa	North Collier Fire	252-2312	jdelaosa@northcollierfire.com
☐ Maggie DeMeo	North Collier Fire	252-2308	pdemeo@northcollierfire.com
☐ Eric Fey, P.E.	Utility Planning	252-1037	eric.fey@colliercountyfl.gov
☐ Tim Finn, AICP	Zoning Principal Planner	252-4312	timothy.finn@colliercountyfl.gov
☑ Sue Faulkner	Comprehensive Planning	252-5715	sue.faulkner@colliercountyfl.gov
☐ Jeremy Frantz	LDC Manager	252-2305	Jeremy.Frantz@colliercountyfl.gov
☐ Michael Gibbons	Structural/Residential Plan Review	252-2426	michael.gibbons@colliercountyfl.gov
☐ Storm Gewirtz, P.E.	Engineering Stormwater	252-2434	storm.gewirtz@colliercountyfl.gov
☑ Cormac Giblin, AICP	Development Review-Planning Manager	252-5095	Cormac.giblin@colliercountyfl.gov
☐ Nancy Gundlach, AICP	Zoning Principal Planner	252-2484	nancy.gundlach@colliercountyfl.gov
☐ Richard Henderlong	Zoning Principal Planner	252-2464	richard.henderlong@colliercountyfl.gov
☐ John Houldsworth	Engineering Subdivision	252-5757	john.houldsworth@colliercountyfl.gov
☐ Alicia Humphries	Right-Of-Way Permitting	252-2326	alicia.humphries@colliercountyfl.gov
☐ Anita Jenkins	Planning & Zoning Director	252-5095	Anita.jenkins@colliercountyfl.gov
☑ John Kelly	Zoning Senior Planner	252-5719	john.kelly@colliercountyfl.gov
☐ Parker Klopf	Zoning Senior Planner	252-2471	Parker.klopf@colliercountyfl.gov
☐ Troy Komarowski	North Collier Fire	252-2521	tkomarowski@northcollierfire.com
☐ Sean Lintz	North Collier Fire	597-9227	slintz@northcollierfire.com
☐ Diane Lynch	Operations Analyst	252-8243	diane.lynch@colliercountyfl.gov
☐ Thomas Mastroberto	Greater Naples Fire	252-7348	thomas.mastroberto@colliercountyfl.gov

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliercountyfl.gov

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400

☐ Jack McKenna, P.E.	Engineering Services	252-2911	jack.mckenna@colliercountyfl.gov
☐ Matt McLean, P.E.	Development Review Director	252-8279	matthew.mclean@colliercountyfl.gov
☐ Michele Mosca, AICP	Capital Project Planning	252-2466	michele.mosca@colliercountyfl.gov
☐ Annis Moxam	Addressing	252-5519	annis.moxam@colliercountyfl.gov
☐ Richard Orth	Stormwater Planning	252-5092	richard.orth@colliercountyfl.gov
☐ Brandy Otero	Transit	252-5859	brandy.otero@colliercountyfl.gov
☑ Derek Perry	Assistant County Attorney	252-8066	Derek.perry@colliercountyfl.gov
☐ Brandi Pollard	Utility Impact fees	252-6237	brandi.pollard@colliercountyfl.gov
☐ Todd Riggall	North Collier Fire	597-9227	triggall@northcollierfire.com
☐ Brett Rosenblum, P.E.	Development Review Principal Project Manager	252-2905	brett.rosenblum@colliercountyfl.gov
☐ James Sabo, AICP	Zoning Principal Planner	252-2708	james.sabo@colliergo.net
☑ Michael Sawyer	Transportation Planning	252-2926	michael.sawyer@colliercountyfl.gov
☐ Corby Schmidt, AICP	Comprehensive Planning	252-2944	corby.schmidt@colliercountyfl.gov
☐ Linda Simmons	North Collier Fire	252-2311	Linda.Simmons@colliercountyfl.gov
☐ Peter Shawinsky	Architectural Review	252-8523	peter.shawinsky@colliercountyfl.gov
☑ Mark Templeton	Landscape Review	252-2475	mark.templeton@colliercountyfl.gov
☐ Connie Thomas	Client Services Supervisor	252-6369	Consuela.thomas@colliercountyfl.gov
☐ Jessica Velasco	Client Services	252-2584	jessica.velasco@colliercountyfl.gov
☐ Jon Walsh, P.E.	Building Review	252-2962	jonathan.walsh@colliercountyfl.gov
☐ Kirsten Wilkie	Environmental Review Manager	252-5518	kirsten.wilkie@colliercountyfl.gov
☐ Christine Willoughby	Development Review - Zoning	252-5748	christine.willoughby@colliercountyfl.gov
☑ Daniel Zunzunegui	North Collier Fire	252-2310	Daniel.Zunzunegui@colliercountyfl.gov

Additional Attendee Contact Information:

Name	Representing	Phone	Email
WAYNE ARNOLD	GRADY MINOR	947-1144	SUMPENHOUR@GRADYMINOR.COM
MISSY LAMONT	THERAPEUTIC RIDING		
RANDY ROSAL	" "		

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Collier County
Growth Management Department
Zoning Division

Applicant/Agent may also send site plans or conceptual plans for review in advance if desired.

PL20210001746 – Naples Therapeutic Riding Center (CU) **Planner- John Kelly**

Assigned Ops Staff: Thomas Clarke

STAFF FORM FOR SUPPLEMENTAL PRE-APPLICATION MEETING INFORMATION

- **Name and Number of who submitted pre-app request**

  Sharon Umpenhour 239-947-1144

- **Agent to list for PL#**

  D. Wayne Arnold, AICP

- **Owner of property (all owners for all parcels)**

  Parcel # 67185000007 – Naples Equestrian Challenge Inc.
  Parcel # 67185120000 – Naples Equestrian Challenge Inc.

- **Confirm Purpose of Pre-App: (Rezone, etc.)**

  Conditional Use

- **Please list the density request of the project if applicable and number of homes/units/offices/docks (any that apply):**

- **Details about Project:**
  Expansion of existing facility

REQUIRED Supplemental Information provided by:

Name: Sharon Umpenhour
Title: Senior Planning Technician
Email: sumpenhour@gradyminor.com
Phone: 239-947-1144

Cancellation/Reschedule Requests: Contact Danny Condomina-Client Services Supervisor
danny.condomina@colliercountyfl Phone: 239-252-6866

Created April 5, 2017

Location: K:\CDES Planning Services\Current\Zoning Staff Information

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Pre-Application Meeting and Final Submittal Requirement Checklist for:

☐ A Conditional Use to be heard by the Planning Commission and Board of Zoning Appeals
☐ A Minor Conditional Use to be heard by the Office of the Hearing Examiner
Chapter 3 C.1. of the Administrative Code

The following Submittal Requirement Checklist is to be utilized during the Pre-Application Meeting, and at time of application submittal. At time of submittal, the checklist is to be completed and submitted with the application packet. Please provide the submittal items in the exact order listed below, with cover sheets attached to each section. **Incomplete submittals will not be accepted.**

Requirements for Review	# Of Copies	Required	Not Required
Completed Application (download current form from County website)	1	☒	☐
Cover letter briefly explaining the project	1	✓	☐
Pre-Application Notes	1	✓	☐
Affidavit of Authorization, signed and notarized	1	☒	☐
Completed Addressing Checklist	1	☒	☐
Property Ownership Disclosure Form	1	☒	☐
Warranty Deed(s)	1	✓	☐
Boundary Survey	1	✓	☐
Conceptual Site Plan 24" X 36" plus (one 8 ½ X 11 copy) - legible	☐	✓	☐
Plans showing proposed location for utilities, if required	☐	✓	☐
Plans for screening and buffering the use with reference as to type, dimensions, and character, if required	☐	✓	☐
Plans showing the proposed landscaping and provisions for trees protected by County regulations, if required	☐	✓	☐
Plans showing the proposed signs and lighting, including type, dimensions, and character, if required	☐	✓	☐
Architectural Rendering of Proposed Structure(s), if applicable	1	✓	☐
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial.	1	✓	☐
Statement of utility provisions (with all required attachments & sketches)	1	☐	✓
Environmental Data Requirements, pursuant to LDC section 3.08.00	1	✓	☐
Environmental Data Requirements collated into a single Environmental Impact Statement (EIS) at time of public hearings. Coordinate with project planner at time of public hearing.	☐	✓	☐
Listed Species Survey; less than 12 months old. Include copies of previous surveys.	1	✓	☐
Traffic Impact Study (TIS) or waiver Fee PAID AT TIME OF CU SUBMITTAL	1	✓	☐
Historical and Archeological Survey, or waiver - Obtained Waivers for Iss 19-21	1	✓	☐
Electronic copy of all documents and plans * Please advise: The Office of the Hearing Examiner requires all materials to be submitted electronically in PDF format.	1	✓	☐
* If located in the Bayshore/Gateway Triangle Redevelopment Area, include an additional set of each submittal requirement			

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

ADDITIONAL REQUIREMENTS FOR THE PUBLIC HEARING PROCESS:

- Following the completion of the review process by County review staff, the applicant shall submit all materials electronically to the designated project manager.
- Please contact the project manager to confirm the number of additional copies required.

Planners: Indicate if the petition needs to be routed to the following additional reviewers:

☐	Bayshore/Gateway Triangle Redevelopment: Executive Director	☐	Emergency Management: Dan Summers; and/or EMS: Artie Bay
☐	Conservancy of SWFL: Nichole Johnson	☐	GMD Graphics
☐	City of Naples: Robin Singer, Planning Director	☐	Utilities Engineering: Eric Fey
☐	Parks and Recreation: Barry Williams	☐	Immokalee Water/Sewer District:
☐	Other:	☐	School District (Residential Components): Amy Lockheart

Communication Towers:

☐	Mosquito Control	☐	Collier County Airport Authority
☐	Naples Airport Authority		

Commercial Mining:

☐	Impact Fees

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

FEE REQUIREMENTS

All checks payable to: Board of County Commissioners

- ☑ **Pre-Application Meeting:** $500.00 (to be credited towards the application fee if the application is filed within 9 months of pre-application meeting)
- ☑ **Conditional Use Application Fee:** $4,000.00
  - When filed with Rezone Petition: $1,500.00
  - Additional fee for 5th and subsequent reviews: 20% of original fee
- ☐ **Comprehensive Planning Consistency Review:** $300.00
- ☑ **Environmental Data Requirements-EIS Packet (submittal determined at pre-application meeting):** $2,500.00
- ☐ N/A **Listed or Protected Species survey review fee (when an EIS is not required):** $1,000.00
- ☑ **Transportation Fee, if required:** By E-mail to Staff
  - ☑ Methodology Review Fee: $500.00
  - Minor Study Review Fee: $750.00
  - Major Study Review Fee: $1,500.00
- ☑ **Estimated Legal Advertising Fee for the Hearing Examiner or CCPC:** $1,125.00
- ☐ N/A **Estimated Legal Advertising Fee for the BZA, if required:** $500.00

Fire Code Plans Review Fees are collected at the time of application submission and those fees are set forth by the Authority having jurisdiction. The Land Development Code requires Neighborhood Notification mailers for Applications headed to hearing, and this fee is collected prior to hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

All checks payable to: Board of County Commissioners.

The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

_____ _____
Agent/Owner Signature Date

_____
Agent/Owner Name (please print)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20210001746

I, Brian McNamara (print name), as President (title, if applicable) of Naples Therapeutic Riding Center, Inc. (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Q. Grady Minor & Associates, P.A. and Coleman, Yovanovich and Koester, P.A. to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Signature

10/19/22
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [☑] physical presence or [ ] online notarization this 19th day of October, 20 22, by (printed name of owner or qualifier) Brian McNamara as President of Naples Therapeutic Riding Center, Inc.

Such person(s) Notary Public must check applicable box:

[☑] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: _____

MEIKE POSADA
Notary Public - State of Florida
Commission # HH 267180
My Comm. Expires May 23, 2026
Bonded through National Notary Assn.

CP\08-COA-00115\155
REV 3/4/2020

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

N 97 000006252

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

000363028260

04/22/21--01024--018 **35.00

APR 27 PM 2:29

JUN . 2021

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Theodore R. Walters
twalters@porterwright.com

Porter Wright
Morris & Arthur LLP
9132 Strada Place
Suite 301
Naples, FL 34108

Direct 239.593.2965
Fax 239.593.2990
Main 239.593.2900

www.porterwright.com

porter wright

CHICAGO
CINCINNATI
CLEVELAND
COLUMBUS
DAYTON
NAPLES
PITTSBURGH
WASHINGTON, DC

June 22, 2021

Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

RE: Naples Equestrian Challenge, Inc.
Letter Number 521A00013218
Reference Number N97000006252

To Whom It May Concern:

Enclosed please find a set of revised Articles of Incorporation for the referenced entity, in response to the indicated letter.

Thank you for your attention to this matter.

Very truly yours,

Theodore R. Walters

TRW:mcf

14624713v1

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

FLORIDA DEPARTMENT OF STATE
Division of Corporations

2021 JUN 24 AM 11:49

June 14, 2021

MORRIS & ARTHUR LLP
ATTN:THEODORE R WALTERS
9132 STRADA PLACA SUITE 301
NAPLES, FL 34108

SUBJECT: NAPLES EQUESTRIAN CHALLENGE, INC.
Ref. Number: N97000006252

We have received your document for NAPLES EQUESTRIAN CHALLENGE, INC. and your check(s) totaling $35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Yasemin Y Sulker
Regulatory Specialist III

Letter Number: 521A00013218

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

NAPLES THERAPEUTIC RIDING CENTER, INC.

WHEREAS, Naples Special Equestrian, Riding Therapy, Inc. (the "Corporation") was originally incorporated pursuant to the Florida Not for Profit Corporation Act on or about November 5, 1997; and

WHEREAS, the Corporation changed its name to Naples Equestrian Challenge, Inc. on or about May 5, 1998; and

WHEREAS, the Board of Directors of the Corporation adopted resolutions proposing to amend and restate the Corporation's Articles of Incorporation, declaring the amendment and restatement to be advisable and in the best interests of the Corporation which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Articles of Incorporation of the Corporation be amended and restated in its entirety to read as follows:

ARTICLE I - Name

The name of the Corporation shall be Naples Therapeutic Riding Center, Inc.

ARTICLE II - Purpose

The Corporation acts to establish, maintain, and operate therapeutic horseback riding and other equine-related programs for individuals with special needs, subject to the consent of their medical advisors or other appropriate professional counsel. The Corporation shall have the power to engage in any lawful activity for which corporations may be organized under the Florida Business Corporation Act or the Florida Not for Profit Corporation Act.

ARTICLE III - Powers

The Corporation shall have the following powers:

A. All of the powers and privileges granted to not for profit corporations by the laws of the State of Florida;

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, without limitation, the power, authority, and right to:

1. Make and establish reasonable rules and regulations governing identifying children and adult that may participate in the riding programs, the parameters of the riding programs, and the qualifications of volunteers or staff that effectuate the riding programs; and

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

2. Enforce the provisions of these Articles of Incorporation and the Corporation's Bylaws, and all rules and regulations governing the charitable foundation in operating the program, which may from time to time be established by the Board of Directors.

ARTICLE IV – Perpetual Existence

The Corporation shall have perpetual existence.

ARTICLE V – Governance

The affairs of the Corporation shall be managed by its Board of Directors. The Board shall have charge of all property of the Corporation, real, personal, and otherwise, and shall be entrusted with such responsibility as provided by the Corporation's Bylaws and applicable law. The Board of Directors shall make decisions in accordance with the provisions of the Corporation's Bylaws.

ARTICLE VI- Indemnification

The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans, against all liability, damages, and loss suffered and expenses (including attorneys' fees and costs) actually and reasonably incurred by such Covered Person. Any amendment, repeal, or modification of this provision shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VII - Registered Agent

The registered agent of the Corporation is Acme Agent Florida LLC. The street address of the Corporation's registered office is 9132 Strada Place, 3rd Floor, Naples, Florida 34108. I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Theodore R. Walter, Manager
Signature of New Registered Agent

ARTICLE VIII – Article Consolidation

These adopted restated articles of incorporation supersede the original articles of incorporation and all amendments to them.

ARTICLE IX – Adoption Information

These restated articles of incorporation were adopted by the Corporation's Board of Directors.

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 16th day of November, 2020.

Lee Pinto

Printed Name: Lee PINTO

Title: President

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

2022 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Feb 07, 2022
Secretary of State
3780353867CC

DOCUMENT# N97000006252

Entity Name: NAPLES THERAPEUTIC RIDING CENTER, INC.

Current Principal Place of Business:

206 RIDGE DRIVE
NAPLES, FL 34108

Current Mailing Address:

206 RIDGE DRIVE
NAPLES, FL 34108 US

FEI Number: 65-0793008

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ACME AGENT FLORIDA LLC
9132 STRADA PLACE
3RD FLOOR
NAPLES, FL 34108 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MELISSA SARACINO LAMONT 02/07/2022

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CEO	Title	SECRETARY
Name	LAMONT, MELISSA SARACINO	Name	WHITE, SARA
Address	2630 50TH AVE NE	Address	206 RIDGE DRIVE NA
City-State-Zip:	NAPLES FL 34120	City-State-Zip:	NAPLES FL 34108
Title	TREASURER	Title	PRESIDENT
Name	FORTIER, JEFF	Name	MCNAMARA, BRIAN
Address	206 RIDGE DRIVE	Address	206 RIDGE DRIVE
City-State-Zip:	NAPLES FL 34108	City-State-Zip:	NAPLES FL 34108

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MELISSA LAMONT EXECUTIVE DIRECTOR 02/07/2022

Electronic Signature of Signing Officer/Director Detail — Date

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX (239) 252-5724

ADDRESSING CHECKLIST

Please complete the following and email to GMD_Addressing@colliergov.net or fax to the Operations Division at 239-252-5724 or submit in person to the Addressing Section at the above address. Form must be signed by Addressing personnel prior to pre-application meeting, **please allow 3 days for processing.**

Not all items will apply to every project. Items in **bold type** are required. **FOLIO NUMBERS MUST BE PROVIDED.** Forms older than 6 months will require additional review and approval by the Addressing Section.

PETITION TYPE *(Indicate type below, complete a separate Addressing Checklist for each Petition type)*

- ☐ BL (Blasting Permit)
- ☐ BD (Boat Dock Extension)
- ☐ Carnival/Circus Permit
- ■ CU (Conditional Use)
- ☐ EXP (Excavation Permit)
- ☐ FP (Final Plat
- ☐ LLA (Lot Line Adjustment)
- ☐ PNC (Project Name Change)
- ☐ PPL (Plans & Plat Review)
- ☐ PSP (Preliminary Subdivision Plat)
- ☐ PUD Rezone
- ☐ RZ (Standard Rezone)
- ☐ SDP (Site Development Plan)
- ☐ SDPA (SDP Amendment)
- ☐ SDPI (Insubstantial Change to SDP)
- ☐ SIP (Site Improvement Plan)
- ☐ SIPI (Insubstantial Change to SIP)
- ☐ SNR (Street Name Change)
- ☐ SNC (Street Name Change – Unplatted)
- ☐ TDR (Transfer of Development Rights)
- ☐ VA (Variance)
- ☐ VRP (Vegetation Removal Permit)
- ☐ VRSFP (Vegetation Removal & Site Fill Permit)
- ☐ OTHER _____

LEGAL DESCRIPTION of subject property or properties *(copy of lengthy description may be attached)*

S10, T49, R25 (see attached)

FOLIO (Property ID) NUMBER(s) of above *(attach to, or associate with, legal description if more than one)*

67185000007 and 67185120000

STREET ADDRESS or ADDRESSES *(as applicable, if already assigned)*

170 and 206 Ridge Drive

- **LOCATION MAP** must be attached showing exact location of project/site in relation to nearest public road right-of-way
- SURVEY (copy - needed only for unplatted properties)

CURRENT PROJECT NAME *(if applicable)*

Naples Therapeutic Riding Center name not yet approved

PROPOSED PROJECT NAME *(if applicable)*

PROPOSED STREET NAMES *(if applicable)*

SITE DEVELOPMENT PLAN NUMBER *(for existing projects/sites only)*

SDP___-____ or AR or PL # PL20140000594 - SDP

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX (239) 252-5724

Project or development names proposed for, or already appearing in, condominium documents (if application; indicate whether proposed or existing)

Please Return Approved Checklist By: ☑ Email ☐ Fax ☐ Personally picked up

Applicant Name: Sharon Umpenhour

Phone: 239-947-1144 **Email/Fax:** sumpenhour@gradyminor.com

Signature on Addressing Checklist does not constitute Project and/or Street Name approval and is subject to further review by the Operations Division.

FOR STAFF USE ONLY

Folio Number 67185000007 and 67185120000

Folio Number

Folio Number

Folio Number

Folio Number

Folio Number

Approved by: S.L.H. **Date:** 1/18/2022

Updated by: **Date:**

IF OLDER THAN 6 MONTHS, FORM MUST BE UPDATED OR NEW FORM SUBMITTED

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Collier County Property Appraiser
Property Summary

Parcel No	67185000007	Site Address *Disclaimer	170 RIDGE DR	Site City	NAPLES	Site Zone *Note	341(

Name / Address	NAPLES EQUESTRIAN CHL INC
	206 RIDGE DR

City	NAPLES	State	FL	Zip	34108

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4A10	560800 I 184A10	10	49	25	2.12

Legal	PINE RIDGE BLK I LOT 18

Millage Area	118	Millage Rates	*Calculations	
Sub./Condo	560800 - PINE RIDGE	School	Other	Total
Use Code	1 - SINGLE FAMILY RESIDENTIAL	4.889	6.0293	10.9183

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
05/19/21	5953-2378	$ 1,575,000
10/29/14	5091-3179	$ 600,000
08/01/71	412-111	$ 0

2021 Certified Tax Roll

(Subject to Change)

	Land Value	$ 845,8
(+)	Improved Value	$ 36,9
(=)	Market Value	$ 882,8
(-)	10% Cap	$ 88,2
(=)	Assessed Value	$ 794,6
(=)	School Taxable Value	$ 882,8
(=)	Taxable Value	$ 794,6

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Collier County Property Appraiser
Property Aerial

Parcel No	67185000007	Site Address *Disclaimer	170 RIDGE DR	Site City	NAPLES	Site Zone *Note	341(

Open GIS in a New Window with More Features.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Collier County Property Appraiser
Property Summary

Parcel No	67185120000	Site Address *Disclaimer	206 RIDGE DR	Site City	NAPLES	Site Zone *Note	341(

Name / Address	NAPLES EQUESTRIAN CHALLENGE
	INC
	206 RIDGE DR

City	NAPLES	State	FL	Zip	34108-3418

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4A10	560800 I 214A10	10	49	25	6.81

Legal	PINE RIDGE BLK I LOTS 19, 20 & 21

Millage Area	118	Millage Rates	*Calculations	
Sub./Condo	560800 - PINE RIDGE	School	Other	Total
Use Code	79 - CULTURAL ORGANIZATIONS, FACILITIES	4.889	6.0293	10.9183

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
05/14/02	3036-1291	$ 434,900
04/22/99	2538-331	$ 372,000
12/22/98	2494-802	$ 100
10/28/98	2475-447	$ 100
01/16/97	2272-1707	$ 0

2021 Certified Tax Roll

(Subject to Change)

	Land Value	$ 2,717,1
(+)	Improved Value	$ 1,378,3
(=)	Market Value	$ 4,095,5
(-)	10% Cap	$ 1,030,9
(=)	Assessed Value	$ 3,064,6
(=)	School Taxable Value	$
(=)	Taxable Value	$

If all Values shown above equal 0 this parcel was created after the Final Tax Roll

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Collier County Property Appraiser
Property Aerial

Parcel No	67185120000	Site Address *Disclaimer	206 RIDGE DR	Site City	NAPLES	Site Zone *Note	341(

Open GIS in a New Window with More Features.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership
Naples Therapeutic Riding Center, Inc.	100
A not for profit corporation, 206 Ridge Drive, Naples, FL 34108	
Also see attached Annual Report	

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired _____

☐ **Leased: Term of lease _____ years /months**

If, Petitioner has option to buy, indicate the following:

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Date of option: _____

Date option terminates: _____, or

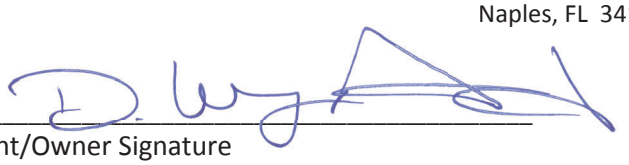
Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

The completed application, all required submittal materials, and fees shall be submitted to:
Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104



Agent/Owner Signature

April 25, 2022
Date

D. Wayne Arnold, AICP
Agent/Owner Name (please print)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

2022 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Feb 07, 2022
Secretary of State
3780353867CC

DOCUMENT# N97000006252

Entity Name: NAPLES THERAPEUTIC RIDING CENTER, INC.

Current Principal Place of Business:

206 RIDGE DRIVE
NAPLES, FL 34108

Current Mailing Address:

206 RIDGE DRIVE
NAPLES, FL 34108 US

FEI Number: 65-0793008

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ACME AGENT FLORIDA LLC
9132 STRADA PLACE
3RD FLOOR
NAPLES, FL 34108 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MELISSA SARACINO LAMONT 02/07/2022

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CEO	Title	SECRETARY
Name	LAMONT, MELISSA SARACINO	Name	WHITE, SARA
Address	2630 50TH AVE NE	Address	206 RIDGE DRIVE NA
City-State-Zip:	NAPLES FL 34120	City-State-Zip:	NAPLES FL 34108
Title	TREASURER	Title	PRESIDENT
Name	FORTIER, JEFF	Name	MCNAMARA, BRIAN
Address	206 RIDGE DRIVE	Address	206 RIDGE DRIVE
City-State-Zip:	NAPLES FL 34108	City-State-Zip:	NAPLES FL 34108

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MELISSA LAMONT EXECUTIVE DIRECTOR 02/07/2022

Electronic Signature of Signing Officer/Director Detail — Date

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

N 97 000006252

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

000363028260

04/22/21--01024--018 **35.00

4 PM 2:29

JUN . 2021

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Theodore R. Walters
twalters@porterwright.com

Porter Wright
Morris & Arthur LLP
9132 Strada Place
Suite 301
Naples, FL 34108

Direct 239.593.2965
Fax 239.593.2990
Main 239.593.2900

www.porterwright.com

porter wright

CHICAGO
CINCINNATI
CLEVELAND
COLUMBUS
DAYTON
NAPLES
PITTSBURGH
WASHINGTON, DC

June 22, 2021

Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

RE: Naples Equestrian Challenge, Inc.
Letter Number 521A00013218
Reference Number N97000006252

To Whom It May Concern:

Enclosed please find a set of revised Articles of Incorporation for the referenced entity, in response to the indicated letter.

Thank you for your attention to this matter.

Very truly yours,

Theodore R. Walters

TRW:mcf

14624713v1

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

FLORIDA DEPARTMENT OF STATE
Division of Corporations

2021 JUN 24 AM 11:49

June 14, 2021

MORRIS & ARTHUR LLP
ATTN:THEODORE R WALTERS
9132 STRADA PLACA SUITE 301
NAPLES, FL 34108

SUBJECT: NAPLES EQUESTRIAN CHALLENGE, INC.
Ref. Number: N97000006252

We have received your document for NAPLES EQUESTRIAN CHALLENGE, INC. and your check(s) totaling $35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Yasemin Y Sulker
Regulatory Specialist III

Letter Number: 521A00013218

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

NAPLES THERAPEUTIC RIDING CENTER, INC.

WHEREAS, Naples Special Equestrian, Riding Therapy, Inc. (the "Corporation") was originally incorporated pursuant to the Florida Not for Profit Corporation Act on or about November 5, 1997; and

WHEREAS, the Corporation changed its name to Naples Equestrian Challenge, Inc. on or about May 5, 1998; and

WHEREAS, the Board of Directors of the Corporation adopted resolutions proposing to amend and restate the Corporation's Articles of Incorporation, declaring the amendment and restatement to be advisable and in the best interests of the Corporation which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Articles of Incorporation of the Corporation be amended and restated in its entirety to read as follows:

ARTICLE I - Name

The name of the Corporation shall be Naples Therapeutic Riding Center, Inc.

ARTICLE II - Purpose

The Corporation acts to establish, maintain, and operate therapeutic horseback riding and other equine-related programs for individuals with special needs, subject to the consent of their medical advisors or other appropriate professional counsel. The Corporation shall have the power to engage in any lawful activity for which corporations may be organized under the Florida Business Corporation Act or the Florida Not for Profit Corporation Act.

ARTICLE III - Powers

The Corporation shall have the following powers:

A. All of the powers and privileges granted to not for profit corporations by the laws of the State of Florida;

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, without limitation, the power, authority, and right to:

1. Make and establish reasonable rules and regulations governing identifying children and adult that may participate in the riding programs, the parameters of the riding programs, and the qualifications of volunteers or staff that effectuate the riding programs; and

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

2. Enforce the provisions of these Articles of Incorporation and the Corporation's Bylaws, and all rules and regulations governing the charitable foundation in operating the program, which may from time to time be established by the Board of Directors.

ARTICLE IV – Perpetual Existence

The Corporation shall have perpetual existence.

ARTICLE V – Governance

The affairs of the Corporation shall be managed by its Board of Directors. The Board shall have charge of all property of the Corporation, real, personal, and otherwise, and shall be entrusted with such responsibility as provided by the Corporation's Bylaws and applicable law. The Board of Directors shall make decisions in accordance with the provisions of the Corporation's Bylaws.

ARTICLE VI- Indemnification

The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans, against all liability, damages, and loss suffered and expenses (including attorneys' fees and costs) actually and reasonably incurred by such Covered Person. Any amendment, repeal, or modification of this provision shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VII - Registered Agent

The registered agent of the Corporation is Acme Agent Florida LLC. The street address of the Corporation's registered office is 9132 Strada Place, 3rd Floor, Naples, Florida 34108. I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Theodore R Walter Manager
Signature of New Registered Agent

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

ARTICLE VIII – Article Consolidation

These adopted restated articles of incorporation supersede the original articles of incorporation and all amendments to them.

ARTICLE IX – Adoption Information

These restated articles of incorporation were adopted by the Corporation's Board of Directors.

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 16th day of November, 2020.

Lee Pinto

Printed Name: Lee PINTO

Title: President

INSTR 6065995 OR 5953 PG 2378 E-RECORDED 5/25/2021 2:26 PM PAGES 2
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
DOC@.70 $11,025.00 REC $18.50
CONS $1,575,000.00

This instrument prepared by:
Peter T. Flood, Esq.
125 North Airport Road, Suite 202
Naples, Florida 34104
239-263-2177
ptflaw@gmail.com

Consideration $1,575,000.00

NOT OFFICIAL RECORDED COPY

WARRANTY DEED

This indenture made this 14th day of May 2021, by **Luc C. Mazzini, a single man** whose address is 851 NE 1st Avenue #2909, Miami, Florida 33132 herein after called the "Grantor" to **Naples Equestrian Challenge, Inc., a Florida Not For Profit Corporation,** whose address is 206 Ridge Drive, Naples, Florida 34108 the "Grantee".

(Whenever used herein the term "grantor" and "grantee" include all parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

Witnesseth that the Grantor, for and in consideration of the sum of One Million Five Hundred Seventy-Five Thousand Dollars ($1,575,000.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Collier County, Florida , Florida, to wit:

Lot 18, Block I, Pine Ridge, according to the map or plat thereof as recorded in Plat Book 3, Page 24, Public Records of Collier County, Florida.

Parcel No. 67185000007

The property herein conveyed does not constitute the homestead of the grantor, nor is it contiguous thereto. The Grantor's address is 851 NE 1st Avenue, #2909, Miami, Florida 33132.

Subject to easements, restrictions, reservations, and limitations of records, if any.

Together, with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with the said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic

and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to12/31/ 2020.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Luc C. Mazzini
851 NE 1st Avenue #2909
Miami, Florida 33132

Signed, Sealed, and delivered in our presence:

Witness Signature #1

Printed Witness Signature #1

Witness Signature #2

Printed Witness Signature #2

ACKNOWLEGMENT

STATE OF FLORIDA

COUNTY OF COLLIER

The Foregoing Instrument Was Acknowledged before me by means of ✓ personal presence or _____ online notarization on May 19, 2021, by Luc C. Mazzini ___ who is /are personally known to me or ✓ who has /have produced Florida DL as identification.

(SEAL)

Notary Public

Printed Name of Notary

LINDA ANDERSON
Commission # GG 221754
Expires June 29, 2022
Bonded Thru Budget Notary Services

NOT A CERTIFIED COPY

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic

Return to MIDWEST TITLE 39559-AT
3936 Tamiami Tr N Suite A
Naples FL 34103-3592

3.B.f

2981572 OR: 3036 PG: 1291

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
05/14/2002 at 10:40AM DWIGHT E. BROCK, CLERK
CONS 434810.00
REC FEE 10.50
DOC-.70 3044.30

Retn:
MIDWEST TITLE
PICK UP

THIS INSTRUMENT PREPARED BY:
James D. Vogel, Esq.
Fla. Bar No. 0051373
Vogel Law Office, P.A.
Suite B, Midwest Title Bldg.
3936 Tamiami Trail North
Naples, Florida 34103
(941) 262-2211
PREPARATION ONLY WITHOUT OPINION

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 8th day of May, 2002, by **NAPLES EQUESTRIAN CHALLENGE CENTER, L.C.**, a Florida limited liability company, 208 Ridge Drive, Naples, FL 34108, hereinafter called the GRANTOR, to **NAPLES EQUESTRIAN CHALLENGE, INC.**, a Florida non-profit corporation, P.O. Box 1353, Naples, FL 34106, hereinafter called the GRANTEE.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations).

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Collier County, Florida, viz:

Lot 21, Block I, PINE RIDGE SUBDIVISION according to the Plat recorded in Plat Book 3, Page 24, Public Records of Collier County, Florida.

Property I.D.: 67185120000

SUBJECT TO taxes accruing subsequent to December 31, 2001.

SUBJECT TO restrictions, easements and covenants of record, if any; however, this reference shall not operate to reimpose same.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

GRANTOR, for itself and its successors, hereby warrants and will defend title to the above-described property against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

L:\FILES\99611\42.1\DEED.FNL

NOT A CERTIFIED COPY

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive -

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:
Witnesses:

(Sign) _____
(Print Name) _____

(Sign) _____
(Print Name) _____

Naples Equestrian Challenge Center, L.C.
a Florida Limited Liability Company

By: _____
Karen Conley, Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Special Warranty Deed was acknowledged before me this 8th day of May 2002, by **Karen Conley**, as Manager of Naples Equestrian Challenge Center, L.C., who is personally known to me or who has produced _____ as identification.

Chris Wohlbrandt
MY COMMISSION # DD047928 EXPIRES
October 28, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

_____
Signature of Notary

_____
Typed or Printed Name of Notary
Commission No. _____
My Commission Expires:

L:\FILES\99A01142.1\DEED.FNL

PROOF RETRIEVED COPY

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive -

INSTR 4906580 OR 4978 PG 2065 RECORDED 10/28/2013 1:18 PM PAGES 2
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.70 $4,550.00 REC $18.50
CONS $650,000.00

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic

Prepared without opinion:

Patrick Neale & Associates
5470 Bryson Court, Ste 103.
Naples, Florida 34109
(239) 642-1485

Return to: Grantee
File No.: 3832-138649

Board file File # 138649

NOT CERTIFIED COPY

WARRANTY DEED

This indenture made on **October** 12 **, 2013** A.D., by

D.D. Development, LLC, a Florida limited liability company

whose address is: **3515 River Avon Circle, Columbus, OH 43221**
hereinafter called the "grantor", to

Naples Equestrian Challenge, Inc., a Florida non-profit corporation

whose address is: **182 Ridge Street, Naples, FL 34108**
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Collier** County, **Florida**, to-wit:

Lot 19, Block I of PINE RIDGE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 3, Page 24, of the Public Records of Collier County, Florida.

Parcel Identification Number: **67185040009**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2012.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

D.D. Development, LLC, a Florida limited liability company

Kenneth E. DeShetler

By: Kenneth E. DeShelter, Manager

SEO 72 MM

Susan E. DeShetler

By: Susan E. DeShelter, Manager

SEO "72" MM

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Jessica Roberson

Witness Signature

Print Name: Roger Rill

State of OHIO
County of FRANKLIN

The Foregoing Instrument Was Acknowledged before me on **October 17, 2013**, by **Kenneth E. DeShelter and Susan E. DeShelter, Managers of D.D. Development, LLC, a Florida limited liability company** who are personally known to me or who have produced a valid driver's license as identification.

DeShetler is correct.

Notary Public

Roger Rill

(Printed Name)

My Commission expires: 3-14-18

NOTARIAL SEAL
STATE OF OHIO

ROGER RILL
Notary Public, State of Ohio
My Commission Expires 03-14-18

{Notorial Seal}

NOT A CERTIFIED COPY

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic

2848611 OR: 2882 PG: 2441
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY
08/28/2001 at 08:54AM DWIGHT B. BROCK, CLERK
COMS 199000.00
REC FEE 10.50
DOC-.70 1393.00

3.B.f

THIS INSTRUMENT PREPARED BY:
James D. Vogel, Esq.
Fla. Bar No. 0051373
Vogel Law Office, P.A.
Suite B, Midwest Title Bldg.
3936 Tamiami Trail North
Naples, Florida 34103
(941) 262-2211
PREPARATION ONLY WITHOUT OPINION

Retn:
MIDWEST TITLE
PICK UP

MIDWEST TITLE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 21st day of August 2001, by **NAPLES EQUESTRIAN CHALLENGE CENTER, L.C.,** a Florida limited liability company, 208 Ridge Drive, Naples, FL 34108, hereinafter called the GRANTOR, to **NAPLES EQUESTRIAN CHALLENGE, INC.,** a Florida non-profit corporation, PO Box 1353, Naples, FL 34106, hereinafter called the GRANTEE.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations).

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Collier County, Florida, viz:

Lot 20, Block I, PINE RIDGE SUBDIVISION according to the Plat recorded in Plat Book 3, Page 24, Public Records of Collier County, Florida.

Property I.D.: 67185080001

SUBJECT TO all restrictions, reservations and easements common to the subdivision, if any, zoning restrictions and prohibitions imposed by governmental authority, and taxes for the year 2001 not yet due and payable.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but against none other.

NOT A CERTIFIED COPY

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive -

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:
Witnesses:

(Sign) _____
(Print Name) _____

(Sign) _____
(Print Name) _____

Naples Equestrian Challenge Center, L.C.
a Florida Limited Liability Company

By: _____
Karen Conley, Manager

STATE OF _____
COUNTY OF _____

The foregoing Warranty Deed was acknowledged before me this ___ day of _____, 200__, by **Karen Conley**, as Manager of Naples Equestrian Challenge Center, L.C., who is personally known to me or who has produced _____ as identification.

_____
Signature of Notary

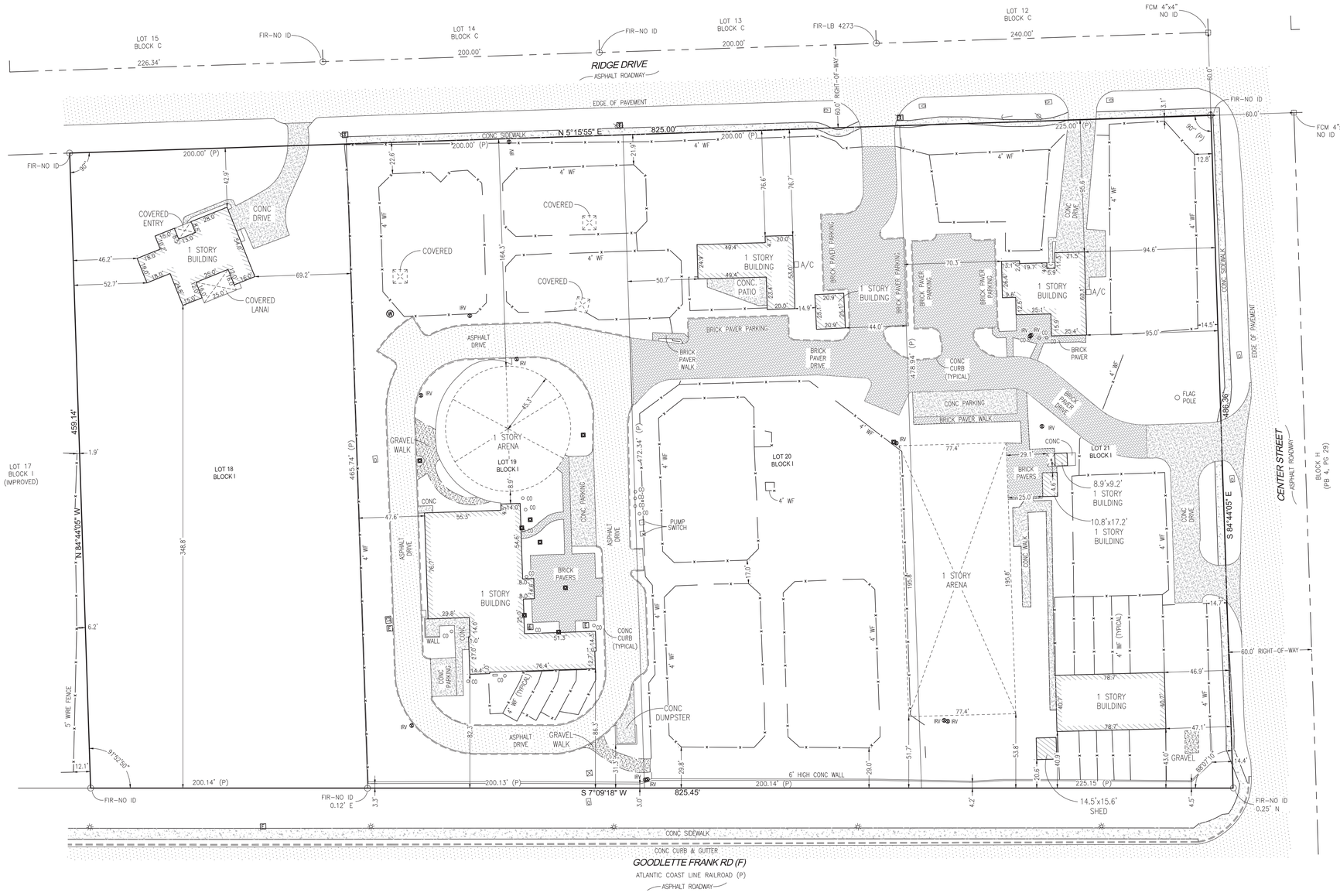
CHRIS WOHLBRANDT
MY COMMISSION # CC 660722
EXPIRES: October 22, 2001
Bonded Thru Notary Public Underwriters

_____
Typed or Printed Name of Notary
Commission No. _____
My Commission Expires:

G:\FILES\99\01142\DEED FNL

NOT A CERTIFIED COPY

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive -



PROPERTY DESCRIPTION

LOTS 18, 19, 20 AND 21, BLOCK I, PINE RIDGE SUBDIVISION, AS RECORDED IN PLAT BOOK 3 PAGE 24, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

CONTAINING 8.95 ACRES, MORE OR LESS

NOTES:

1. BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT AND ARE BASED ON THE SOUTH LINE OF CENTER STREET, AS BEING N 84°44'05" W.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 12021C 0381 H, DATED MAY 16, 2012.
4. CERTAIN FEATURES REPRESENTED BY SYMBOLS MAY NOT BE SHOWN AT THEIR TRUE LOCATION AND/OR SCALE IN ORDER TO BE ABLE TO DEPICT THEM ON THIS MAP.
5. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
6. THIS SURVEY DOES NOT ADDRESS ANY ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE OR JURISDICTIONAL WETLANDS, IF ANY, EXCEPT AS SHOWN ON THIS SURVEY.
7. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
8. THIS SURVEY IS NOT VALID WITHOUT THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.
9. UNLESS OTHERWISE NOTED, BELOW GROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.
10. BY SIGNING BELOW I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051, F.A.C, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
11. LAST DATE OF FIELD WORK: 1/31/2022

0 20' 40' 80'

SCALE: 1" = 40'

THIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

LEGEND

POC	POINT OF COMMENCEMENT	PB	PLAT BOOK
POB	POINT OF BEGINNING	OR	OFFICIAL RECORDS BOOK
FIP	○ FOUND IRON PIPE	PG	PAGE(S)
FIR	○ FOUND 5/8" IRON ROD	PSM	PROFESSIONAL SURVEYOR AND MAPPER
SIR	● SET 5/8" IRON ROD w/CAP, L.B. #5151	LB	LICENSED BUSINESS
FCM	□ FOUND CONCRETE MONUMENT	SPC	STATE PLANE COORDINATES
SCM	■ SET CONC. MONUMENT w/ALUMINUM DISK, L.B. #5151	ROW	RIGHT-OF-WAY
FPK	△ FOUND PARKER KALON NAIL	PUE	PUBLIC UTILITY EASEMENT
SPK	SET PARKER KALON NAIL w/ALUMINUM	CUE	COUNTY UTILITY EASEMENT
	▲ DISK, L.B.# 5151	UE	UTILITY EASEMENT
FDH	⊙ FOUND DRILL HOLE	AE	ACCESS EASEMENT
SDH	● SET DRILL HOLE	DE	DRAINAGE EASEMENT
FMN	△ FOUND MAG NAIL	LME	LAKE MAINTENANCE EASEMENT
SMN	▲ SET MAG NAIL	LBE	LANDSCAPE BUFFER EASEMENT
(P)	PLAT	IRRE	IRRIGATION EASEMENT
(M)	MEASURED	FPL	FLORIDA POWER AND LIGHT
(C)	CALCULATED	BSUE	BONITA SPRINGS UTILITY EASEMENT
(D)	DEED OR TITLE COMMITMENT	NAVD	NORTH AMERICAN VERTICAL DATUM OF 1988
		(C)	CALCULATED
		NVD	NATIONAL GEODETIC VERTICAL DATUM OF 1929
		LAE	LANDSCAPE ACCESS EASEMENT

EL	ELEVATION		CATCH BASIN
INV	INVERT ELEVATION		DRAINAGE MANHOLE
RIM	RIM ELEVATION		MITERED END
A/C	AIR CONDITIONING UNIT/PAD		YARD DRAIN
CONC	CONCRETE	WV	WATER VALVE
SPC	CORRUGATED METAL PIPE		WATER METER
CMP	CORRUGATED PLASTIC PIPE		BACK FLOW PREVENTOR
CPP	REINFORCED CONCRETE PIPE		FIRE HYDRANT
RCP	CONCRETE HEADWALL		FIRE DEPARTMENT CONNECTION
CHW	TOP OF BANK		BACTERIA SAMPLE POINT
TOB	TOE OF SLOPE		AIR RELEASE VALVE
TOS	EDGE OF WATER	IRV	IRRIGATION VALVE/ CONTROL VALVE
EOW	CENTER LINE	GV	GAS VALVE
℄	EDGE OF PAVEMENT		GAS METER/SERVICE
EOP	BOLLARD		GAS MARKER
BOL	● GREASE TRAP		UTILITY POLE – WOOD
	◎ SANITARY MANHOLE		UTILITY POLE – CONCRETE
CO	○ CLEAN OUT		GUY ANCHOR
SV	⊠ SEWER VALVE		OVERHEAD WIRES
	⊠ CONTROL STRUCTURE	SE	SIGN EASEMENT
		LAE	LAKE ACCESS EASEMENT

	LIGHT POLE
	TELEPHONE MANHOLE
	TELEPHONE RISER/BOX
	CABLE TELEVISION RISER/BOX
	ELECTRIC MANHOLE
	ELECTRIC RISER/BOX/METER
	ELECTRIC TRANSFORMER
	TRAFFIC LIGHT
	UNDERGROUND UTILITY MARKER
	SIGN ON POLE
PC	POINT OF CURVATURE

= CONCRETE = BRICK PAVER = ASPHALT

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

DRAWN BY:	AH
CHECKED BY:	TJD
JOB CODE:	NTRCCU-20
SCALE:	1" = 40'
DATE:	1 FEBRUARY 2022
FILE:	22-06-BSI.DWG
SHEET:	1 of 1

BOUNDARY SURVEY w/ IMPROVEMENTS

NAPLES THERAPEUTIC RIDING CENTER

LYING IN
SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE SIGNED
Digitally signed by Timothy J. DeVries, PSM
Date: 2022.02.03 14:10:38 -05'00'

TIMOTHY J. DEVRIES, P.S.M
FL LICENSE #6758
FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2022\06 - NAPLES THERAPEUTIC RIDING CENTER (NTRCCU-20)\SURVEY\22-06-BSI.DWG

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

October 08, 2008

Mr. Brad Stockham, PSM
WilsonMiller
3200 Bailey Lane, Suite 200
Naples, FL. 34105

Re: Engineering Review – Lot Line Adjustments
LLA-AR-13776, NAPLES EQUESTRIAN CHALLENGE

Dear Mr. Stockham:

This is in response to your letter dated 9/22/2008 with attached original lot line adjustment affidavit regarding the above referenced property.

We have reviewed the affidavit submitted and find it to be in compliance with the provisions of Section 3.2.4.8 of the Land Development Code. Attached please find the original affidavit which has been acknowledged by this office. This document must be recorded in the public records of the County. **A copy of the recorded document must be submitted to Engineering Review immediately after it is recorded and to the Building Review and Permitting Department with the building permits for the properties in question.**

Furthermore, please be advised that (if not previously recorded) you must also record a Quit–Claim Deed in the Public Records of Collier County in order to complete the lot line adjustment.

If you have any questions regarding any of the above, please do not hesitate to contact this office.

Sincerely,

John R. Houldsworth
Senior Engineer

Attachment (original affidavit)

cc: Peggy Jarrell, Addressing

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Retn:
VOGEL LAW OFFICE
3936 TAMIAMI TR N #B
NAPLES FL 34103

4264959 OR: 4430 PG: 0820
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
02/24/2009 at 03:52PM DWIGHT E. BROCK, CLERK

REC FEE 18.50
COPIES 2.00

LOT LINE ADJUSTMENT AFFIDAVIT

NOW COMES Brigid D. Soldavini, as President of Naples Equestrian Challenge, Inc., who being duly sworn, depose and say:

1. Naples Equestrian Challenge are the fee simple title holders to that property legally described as:

   Lot 21, Block I, Pine Ridge (Hereafter Lot "A")

2. Naples Equestrian Challenge are the fee simple title holders to that property legally described as:

   Lot 20, Block I, Pine Ridge (Hereafter Lot "B")

3. The parties desire to adjust a lot line and create two revised Lots, as depicted in the sketch and legal descriptions prepared by Bradley E. Stockham, Florida Professional Land Surveyor #6390 attached hereto and made part hereof as Exhibit "1".

4. Naples Equestrian Challenge, as the owner(s) of said Lot A hereby consents to the lot line adjustment in accordance with Section 10.02.02 B.8, LDC.

5. Naples Equestrian Challenge, as the owner(s) of said Lot B hereby consents to the lot line adjustment in accordance with Section 10.02.02 B.8, LDC.

6. Because the lot line adjustment will result in two lots generally equivalent in size and having the minimum required road frontage and acreage, the lot line adjustment meets the standards of, and conforms to, the requirements of Section 10.02.02 B.8 of the Collier County Land Development Code.

7. The property described hereon is Zoned A (Lot 21)/ A (Lot 20) and meets the intent of the Land Development Code, as amended.

8. Furthermore, the lot line adjustment will not affect the development rights or permitted density or intensity of use of the affected lots by providing the opportunity for the creating of new lots for resale or development within the meaning of Section 10.02.02 B.8, LDC.

9. This Affidavit is being given pursuant to Section 10.02.02 B.8 of the Collier County Land Development Code.

10. This Affidavit has been reviewed and approved by John R. Houldsworth of the Development Services Department John R. Houldsworth, Senior Engineer of Collier County, Florida on the 24TH day of FEB., 2009.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

SIGNATURES OF OWNERS:

Naples Equestrian Challenge, Inc.

By: Brigid D. Soldavini, President

BRIGID SOLDAVINI

STATE OF FLORIDA
COLLIER COUNTY

The foregoing instrument was acknowledged before me this 24th day of February, 2009, by Brigid Soldavini - Clapper who have produced FL Drivers license as identification and who did/did not take an oath.

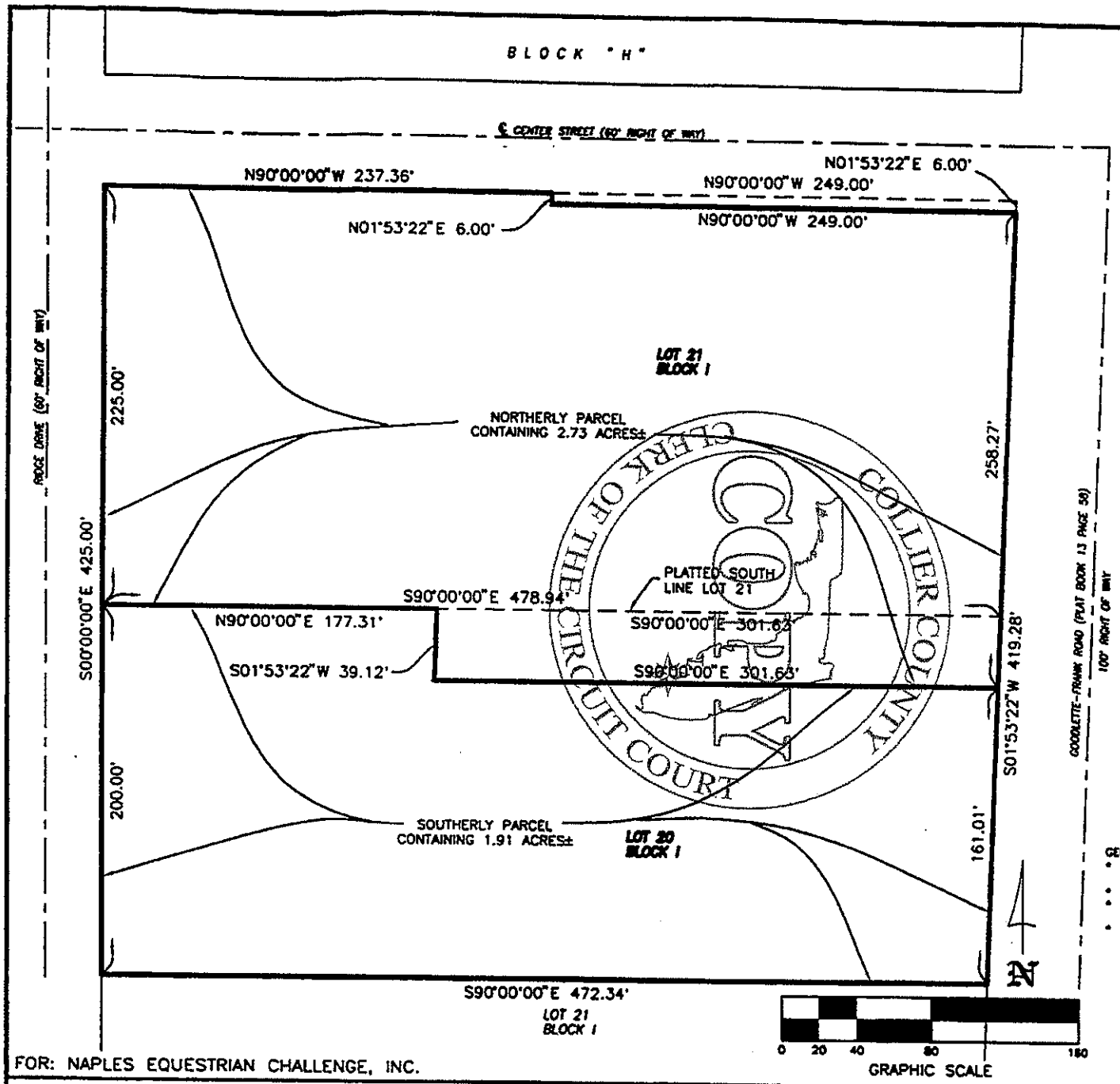
Cinzia Bombard
Notary Public

My Commission Expires:

Commission No. DD793121
Print Name: Cinzia Bombard

NOTARY PUBLIC-STATE OF FLORIDA
Cinzia Bombard
Commission # DD793121
Expires: JUNE 19, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples



LEGAL DESCRIPTION OF NORTHERLY PARCEL

ALL OF LOT 21, BLOCK I OF PINE RIDGE SUBDIVISION, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING 2.49 ACRES MORE OR L

ALONG WITH
THE NORTH 39.12 FEET OF THE EAST 301.63 FEET OF LOT 20, BLOCK I, PINE RIDGE SUBDIVISION, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF COLLIER COUNTY, FLOR CONTAINING 0.27 ACRES MORE OR LESS.

LESS AND EXCEPT
THE NORTH 6 FEET OF THE EAST 249 FEET OF LOT 2 BLOCK I, PINE RIDGE SUBDIVISION, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING .03 ACRES MORE OR LESS.

THE REMAINDER OF LOT 21 ALONG WITH PART OF LOT (NORTHERLY PARCEL AS DESCRIBED HEREIN) CONTAINS 2.73 NET ACRES MORE OR LESS SUBJECT TO EASEMEI AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION OF SOUTHERLY PARCEL

ALL OF LOT 20, BLOCK I OF PINE RIDGE SUBDIVISION PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF COLLIE COUNTY, FLORIDA; CONTAINING 2.18 ACRES MORE OR LESS.

LESS AND EXCEPT
THE NORTH 39.12 FEET OF THE EAST 301.63 FEET O LOT 20, BLOCK I, PINE RIDGE SUBDIVISION, PLAT BOO 3, PAGE 24, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; CONTAINING 0.27 ACRES MORE OR LESS.

THE REMAINDER OF LOT 20 (SOUTHERLY PARCEL AS DESCRIBED HEREIN) CONTAINS 1.91 NET ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RESTRICTIONS RECORD.

WILSONMILLER, INC.
REG. ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (239) 263-6466
NAPLES, FLORIDA 34105

BY: _____
BRADLEY E. STORCHAK
PROFESSIONAL SURVEYOR AND MAPPER LS# 6390
CERTIFICATE OF AUTHORIZATION # LB-43

NO OTHER PERSON OR ENTITY SHALL RELY ON THIS SURVEY.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
THIS BOUNDARY SURVEY IS ONLY FOR THE PURPOSE AS DESCRIBE ABOVE. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:
- BEARINGS ARE BASED ON THE WEST LINE OF GOODLETTE-FRANK ROAD BEING N01°53'22"E.
- DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS RESERVATIONS OF RECORD.
- DIMENSIONS SHOWN HEREON ARE COMPUTED PER PLAT AND DEED CALLS.

FOR: NAPLES EQUESTRIAN CHALLENGE, INC.

This is NOT a Survey

SKETCH & DESCRIPTION OF
NAPLES EQUESTRIAN CENTER, LOT 21, BLOCK 1
PINE RIDGE SUBDIVISION PLAT BOOK 3, PG 24
COLLIER COUNTY, FLORIDA

WilsonMiller
Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
WilsonMiller, Inc.

PROJECT NO:	SHEET
N0861-001-021	1 OF 1

TASK CODE:	DRAWN BY:	CHKED BY:	CAD FILE:
GCSOO	TMO	BES	

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 :

DRAWING NUMBER PG 24
DRAWING NUMBER PB 3
DRAWING NUMBER
DRAWING NUMBER

Plat Book 3 Page 24

RESOLUTION NO. 2000-462
RENAMING WEST AVE TO WEST ST
RECORDED 1/9/2001 OR 2763 PG 633
PLAT BOOK 3 PAGE 24

PINE RIDGE

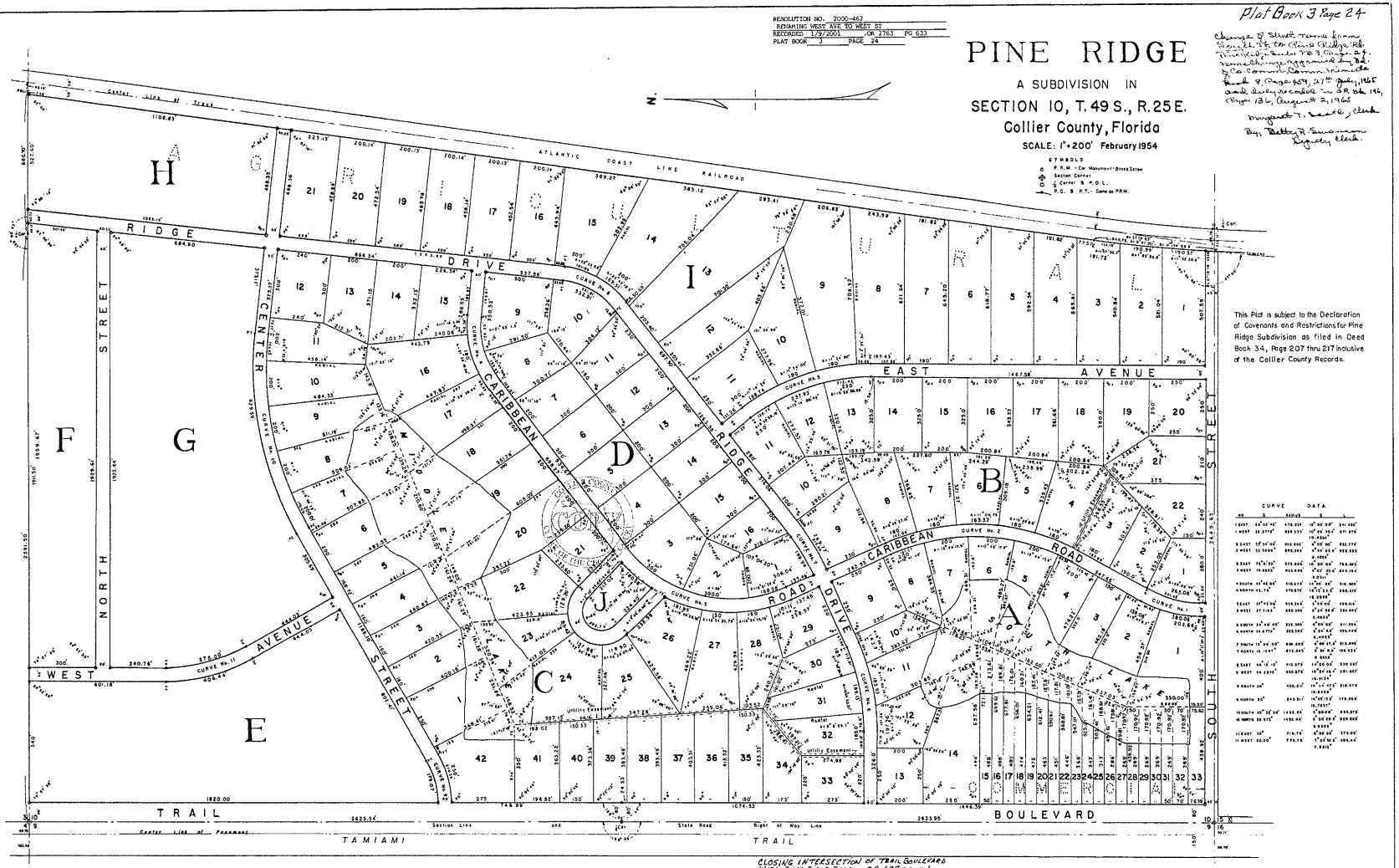
A SUBDIVISION IN
SECTION 10, T. 49 S., R. 25 E.
Collier County, Florida
SCALE: 1" = 200' February 1954

Changes & Street names from South 1/4 Cor. Sec. 10 T. 49 S. R. 25 E. Thence S. 89° 58' 30" W. 2640.00 ft. to the W. 1/4 Cor. Sec. 10 T. 49 S. R. 25 E. Thence N. 0° 01' 30" W. 2640.00 ft. to the Center of Sec. 10 T. 49 S. R. 25 E. Thence N. 89° 58' 30" E. 2640.00 ft. to the E. 1/4 Cor. Sec. 10 T. 49 S. R. 25 E. Thence S. 0° 01' 30" E. 2640.00 ft. to the Point of Beginning. Containing 160 acres, more or less. Bearings are based on the West line of Sec. 10 T. 49 S. R. 25 E. as S. 0° 01' 30" E. All as shown on Plat of Golden Gate Estates Unit No. 1 recorded in Plat Book 5 Page 85 of the Public Records of Collier County, Florida.

Book 8, Page 407, 21st July, 1965 and duly recorded in OR Bk 196, Page 132, August 9, 1965

Margaret T. Smith, Clerk
By: Bobbie R. Zimmerman Deputy Clerk

EYMBOLS
P.R.M. - Cor. Monument - Brass Screw
Section Corner
Corner & P.O.L.
P.C. & P.T. - Same as P.R.M.



This Plat is subject to the Declaration of Covenants and Restrictions for Pine Ridge Subdivision as filed in Deed Book 34, Page 207 thru 217 inclusive of the Collier County Records.

CURVE DATA

NO.	Δ	RADIUS	B	T
1 EAST	24° 35' 40"	478.35'	10° 36' 00"	104.48'
1 WEST	24° 35' 40"	669.35'	10° 36' 00"	146.19'
			10.9864'	
2 EAST	18° 24' 40"	858.35'	6° 33' 00"	280.77'
2 WEST	32° 58' 40"	896.35'	6° 33' 00"	292.85'
			6.4992'	
3 EAST	76° 51' 35"	573.35'	10° 00' 00"	764.98'
3 WEST	76° 51' 35"	573.35'	10° 00' 00"	764.98'
			9.9731'	
4 SOUTH	43° 00' 00"	573.35'	10° 00' 00"	516.38'
4 NORTH	43° 00' 00"	573.35'	10° 00' 00"	516.38'
			10.0000'	
5 EAST	37° 42' 00"	955.35'	6° 00' 00"	628.61'
5 WEST	37° 36' 00"	955.35'	6° 00' 00"	627.35'
			6.0000'	
6 SOUTH	24° 40' 00"	955.35'	6° 00' 00"	411.39'
6 NORTH	24° 39' 00"	955.35'	6° 00' 00"	411.22'
			6.0000'	
7 SOUTH	13° 06' 00"	859.35'	6° 00' 00"	213.49'
7 NORTH	13° 06' 00"	859.35'	6° 00' 00"	213.49'
			6.0000'	
8 EAST	14° 12' 00"	573.35'	6° 00' 00"	142.12'
8 WEST	14° 12' 00"	573.35'	6° 00' 00"	142.12'
			6.0000'	
9 SOUTH	20°	573.35'	6° 00' 00"	199.99'
9 NORTH	20°	573.35'	6° 00' 00"	199.99'
			6.0000'	
10 SOUTH	25° 15' 00"	1432.35'	6° 00' 00"	630.97'
10 NORTH	25° 15' 00"	1432.35'	6° 00' 00"	630.97'
			6.0000'	
11 EAST	20°	716.78'	6° 00' 00"	250.00'
11 WEST	20.00°	716.78'	6° 00' 00"	250.00'
			6.0000'	

CLOSING INTERSECTION OF TRAIL BOULEVARD WITH PINE RIDGE ROAD — OR 699 page 1

CERTIFICATION

I HEREBY CERTIFY that this plat of PINE RIDGE is true and correct according to a recent survey made and platted under my direction and that permanent reference monuments (P.R.M.S) have been set in accordance with the provisions of Section 7, Chapter 10275 laws of Florida Acts of 1925

Reg. Land Surveyor Fla. Cert. No. 665

DESCRIPTION

ALL that portion of Section 10, T. 49 S., R. 25 E., lying westerly from the Atlantic Coast Line Railroad right of way, excepting therefrom all existing rights of way for public roads.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Collier Development Corporation, a Florida Corporation the owner of the hereon described lands has caused this plat of PINE RIDGE to be made and does hereby dedicate to the perpetual use of the public all streets and roads shown hereon provided that such streets and roads shall revert unto Collier Development Corporation, its assigns or its successors in the event such streets and roads are vacated, abandoned or otherwise cease to be used as public thoroughfares or are discontinued by law.

IN WITNESS WHEREOF, Barron Collier Jr. and Norman A. Herren respectively Vice President and Secretary, of Collier Development Corporation by and with the authority of its Board of Directors have executed these presents for and on behalf of said Corporation and caused its Corporate Seal to be affixed this 24th day of February A.D. 1954

ATTEST: Secretary

COLLIER DEVELOPMENT CORPORATION
By Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Barron Collier Jr. and Norman A. Herren, respectively Vice President and Secretary of Collier Development Corporation, to me known to be the persons described in and who executed the foregoing dedication and they acknowledged to me that they executed said dedication freely and voluntarily as Vice President and Secretary of said corporation, for the uses and purposes therein mentioned

WITNESS my hand and official seal at Everglades, Florida this 24th day of February A.D. 1954

Notary Public, State of Florida
My commission expires Jan 20 195 6

APPROVALS

This plat accepted this 16 day of February A.D. 1954 in open meeting of the Board of County Commissioners of Collier County, Florida.

Approved Chairman
Clerk

I HEREBY CERTIFY that this plat of PINE RIDGE Subdivision has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, laws of Florida, Acts of 1925

I FURTHER CERTIFY that said plat was filed for record at 4:40 P.M. this 24 day of July A.D. 1954 and duly recorded in Plat Book 3, of page 24 of the Public records of Collier County, Florida.

Clerk of Circuit Court in and for Collier County

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 :

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

RESOLUTION NO. 13-236

A RESOLUTION OF THE BOARD OF ZONING APPEALS OF COLLIER COUNTY, FLORIDA PROVIDING FOR THE ESTABLISHMENT OF A CONDITIONAL USE TO ALLOW THERAPEUTIC EQUESTRIAN RIDING AND STABLING ON PROPERTY LESS THAN 20 ACRES IN SIZE WITHIN A RURAL AGRICULTURAL ZONING DISTRICT PURSUANT TO SUBSECTIONS 2.03.01.A.1.c.19 AND 2.03.01.A.1.c.24 OF THE COLLIER COUNTY LAND DEVELOPMENT CODE. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTHWEST CORNER OF GOODLETTE-FRANK ROAD AND CENTER STREET IN SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA. [PETITION CU-PL20110000719]

WHEREAS, the Legislature of the State of Florida in Chapter 67–1246, Laws of Florida, and Chapter 125, Florida Statutes, has conferred on Collier County the power to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the County pursuant thereto has adopted a Land Development Code (Ordinance No. 2004-41, as amended) which includes a Comprehensive Zoning Ordinance establishing regulations for the zoning of particular geographic divisions of the County, among which is the granting of Conditional Uses; and

WHEREAS, the Board of Zoning Appeals (Board), being the duly appointed and constituted planning board for the area hereby affected, has held a public hearing after notice as in said regulations made and provided, and has considered the advisability of a Conditional Use to allow therapeutic equestrian riding and stabling on property less than 20 acres in size within a Rural Agricultural zoning district pursuant to Subsections 2.03.01.A.1.c.19 and 2.03.01.A.1.c.24 of the Collier County Land Development Code on the property hereinafter described, and the Collier County Planning Commission has made findings that the granting of the Conditional Use will not adversely affect the public interest and the specific requirements governing the Conditional Use have been met and that satisfactory provision and arrangement have been made concerning all applicable matters required by said regulations and in accordance with Subsection 10.08.00.D. of the Land Development Code; and

WHEREAS, all interested parties have been given opportunity to be heard by this Board in a public meeting assembled and the Board having considered all matters presented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ZONING APPEALS OF COLLIER COUNTY, FLORIDA that:

Petition Number CU-PL20110000719 filed by D. Wayne Arnold of Q. Grady Minor & Associates, P.A. representing Naples Equestrian Challenge, Inc. with respect to the property hereinafter described in Exhibit "A", be and the same is hereby approved for a Conditional Use

to allow therapeutic equestrian riding and stabling on property less than 20 acres within a Rural Agricultural zoning district pursuant to Subsections 2.03.01.A.1.c.19 and 2.03.01.A.1.c.24 of the Collier County Land Development Code, in accordance with the Conceptual Site Plan described in Exhibit "B", and subject to the Conditions of Approval found in Exhibit "C". Exhibits "A", "B", and "C" are attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that this Resolution be recorded in the minutes of this Board.

This Resolution adopted after motion, second, and super-majority vote this 8th day of October, 2013.

ATTEST:
DWIGHT E. BROCK, CLERK

BY: Luisa Cannon
Deputy Clerk

Attest as to Chairman's signature only.

BOARD OF ZONING APPEALS
COLLIER COUNTY, FLORIDA

BY: _____
GEORGIA A. HILLER, ESQ.
Chairwoman

Approved as to form and legality:

Emily R. Pepin ERP 9/11/13
Assistant County Attorney

Attachments: Exhibit A - Legal Description
Exhibit B - Conceptual Site Plan
Exhibit C – Conditions of Approval

CP\13-CPS-01225\34

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

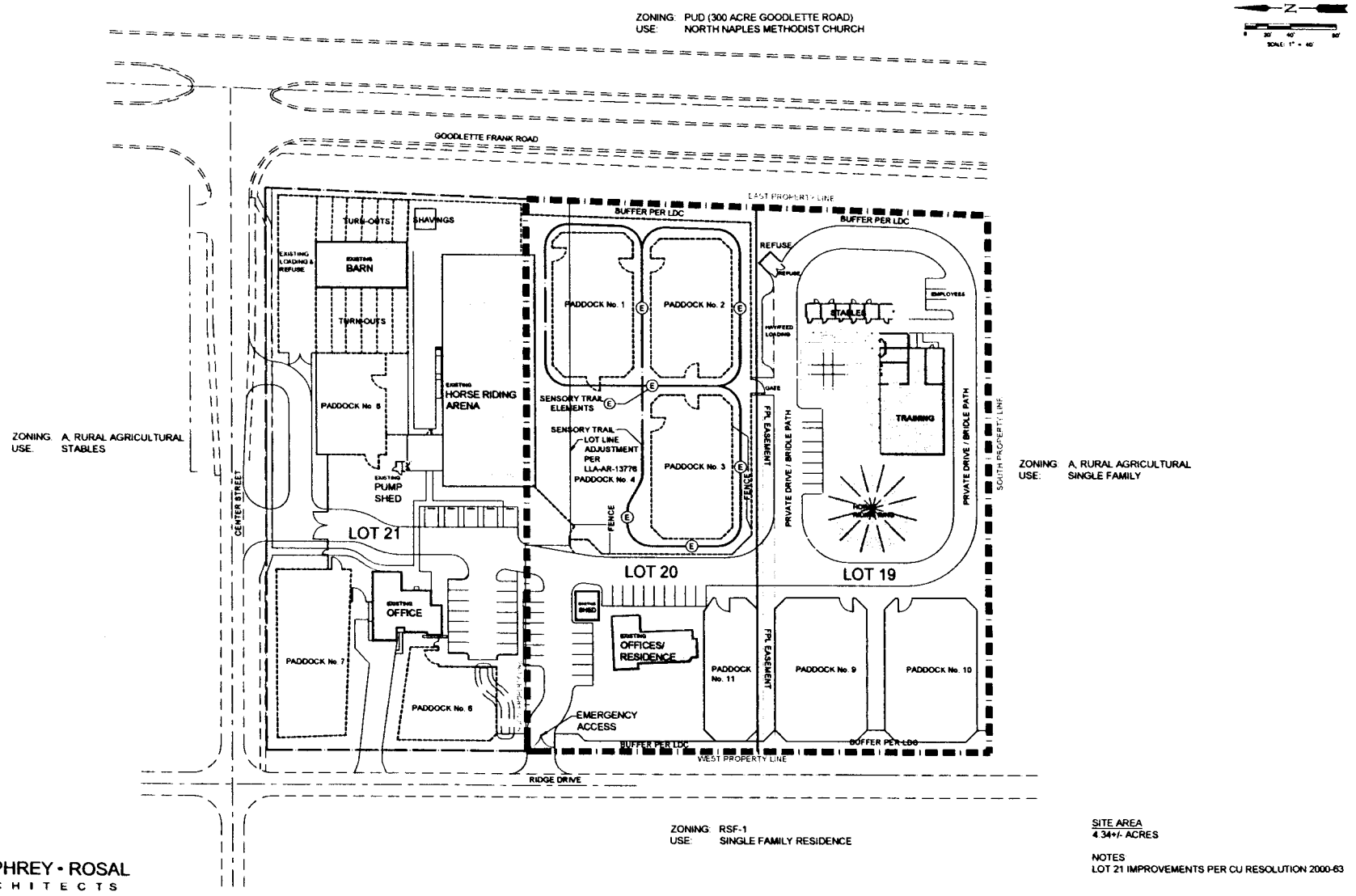
Exhibit A
Legal Description

ALL OF LOTS 19 & 20, BLOCK I, OF PINE RIDGE SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 20, BLOCK I OF THE PINE RIDGE SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 24 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. THENCE ALONG THE NORTH LINE OF SAID LOT 20, N 90° 00' 00" E, A DISTANCE OF 478.94 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK I; THENCE ALONG SAID EAST LINE S 01° 53' 23" W, A DISTANCE OF 400.22 FEET TO THE SOUTHEAST CORNER OF LOT 19 OF SAID BLOCK I; THENCE ALONG THE SOUTH LINE OF SAID LOT 19 N 90° 00' 00" W, A DISTANCE OF 465.74 FEET TO THE WEST LINE OF SAID BLOCK I; THENCE ALONG SAID WEST LINE N 00° 00' 00" E, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING

CONTAINING 4.34 ACRES, MORE OR LESS.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples



SITE AREA
4.34+/- ACRES

NOTES
LOT 21 IMPROVEMENTS PER CU RESOLUTION 2000-63

HUMPHREY • ROSAL
ARCHITECTS

LEGEND

Revision	Date	Description	By
3	7/2013	Revise parking configuration add paddock	S.U.
2	7/2013	Revise access on Center Street	S.U.
1	6/2013	Revise location of loading, refuse and parking areas	S.U.
1	6/2013	Add Exhibit reference	S.U.

DESIGNED BY: HUMPHREY ROSAL
DRAWN BY: S.U.
APPROVED: D.R.A.
JOB CODE: NECCU
SCALE: 1" = 40'

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0008151 Cert. of Auth. LB 0008151 Business LC 26000286
© Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

NAPLES EQUESTRIAN CHALLENGE

EXHIBIT B
CONDITIONAL USE
SITE PLAN

MUNICIPALITY: COLLIER COUNTY
PETITION NO.: 10/PUD/22K
DATE: MAY 2013
FILE NAME: SITE PLAN (REV3)
SHEET 1 OF 1

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 :

CONDITIONS OF APPROVAL
FOR
CU-PL20110000719

1. No office or business space rental to outside entities.

2. The additional uses on Lots 19 and 20 will not increase the number of program participants by more than 200 participants overall.

3. No participant programs are to be held on Sunday on Lots 19 and 20.

4. Special events open to the public shall be limited to 4 events per year on Lots 19, 20 and 21 and follow LDC 5.04.05 temporary event permitting requirements.

5. Maximum building height for principal structures on Lots 20 and 19 will be 25' zoned building height.

6. Ridge Drive setback for principal structures will be consistent with the existing principal structure on Lot 20.

7. Outside lighting shall be limited to low intensity bollards, and no exterior lighting is allowed except as necessary for security and safety. Lights shall be shielded or directed on Lots 19 and 20 to avoid light overflow on adjacent property.

8. Maximum number of stabled horses on Lots 19 and 20 will be 6 horses.

9. No amplified sound equipment or systems are allowed on Lots 19 and 20.

10. Adjacent to Ridge Drive on Lots 19, 20 and 21, an LDC 4.06.02 Type C landscape buffer shall be provided and a Type B landscape buffer will be provided on Lot 19 between Lots 19 and 18.

11. Landscape buffers will be installed with first vertical construction.

12. Maximum parking spaces shall be 52 spaces.

13. The emergency gate on Ridge Drive will be constructed of solid decorative material.

14. Any metal roofing will be colored to remove glare.

15. The hours of operation for the facility will be 8:00 am to 8:00 pm. Occasional staff and volunteer training as well as board meetings may extend to 9:00 pm.

16. No street parking or parking on perimeter of Lots 19, 20 and 21.

EXHIBIT C

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

17. The southerly access on Ridge Drive shall be closed within 120 days of this conditional use, except for emergency access for emergency service vehicles.

18. Lots 19, 20 and 21 are limited to a 400 program participant capacity per week.

19. Access to the equestrian riding and stabling facility shall be limited to Center Street. No participants, volunteers or guests shall use the local streets in Pine Ridge subdivision as through-traffic to other areas of the County, except for residents of Pine Ridge subdivision.

20. This approval is for a non-commercial, not-for-profit, therapeutic equestrian riding facility.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

13A 1

RESOLUTION 2000- 63

A RESOLUTION PROVIDING FOR THE ESTABLISHMENT OF A THERAPEUTIC EQUESTRIAN RIDING FACILITY CONDITIONAL USES 19 AND 24 IN THE "A" ZONING DISTRICT PURSUANT TO SECTION 2.2.2.3 OF THE COLLIER COUNTY LAND DEVELOPMENT CODE FOR PROPERTY LOCATED IN SECTION 10, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.

WHEREAS, the Legislature of the State of Florida in Chapter 67-1246, Laws of Florida, and Chapter 125, Florida Statutes, has conferred on Collier County the power to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the County pursuant thereto has adopted a Land Development Code (Ordinance No. 91-102) which includes a Comprehensive Zoning Ordinance establishing regulations for the zoning of particular geographic divisions of the County, among which is the granting of Conditional Uses; and

WHEREAS, the Collier County Planning Commission, being the duly appointed and constituted planning board for the area hereby affected, has held a public hearing after notice as in said regulations made and provided, and has considered the advisability of Conditional Uses 19 and 24 of Section 2.2.2.3 in an "A" Zone for a therapeutic equestrian riding facility on the property hereinafter described, and has found as a matter of fact (Exhibit "A") that satisfactory provision and arrangement have been made concerning all applicable matters required by said regulations and in accordance with Subsection 2.7.4.4 of the Land Development Code for the Collier County Planning Commission; and

WHEREAS, all interested parties have been given opportunity to be heard by this Board in a public meeting assembled and the Board having considered all matters presented.

NOW, THEREFORE BE IT RESOLVED, BY THE BOARD OF ZONING APPEALS of Collier County, Florida that:

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

13A 1

The petition filed by Karen Blackwell representing Naples Equestrian Challenge Center, L. C. with respect to the property hereinafter described as:

Lot 21, Block 1, Pine Ridge subdivision as recorded in Plat Book 3, Page 24, of the Official Records of Collier County

be and the same is hereby approved for Conditional Uses 19 and 24 of Section 2.2.2.3 of the "A" Zoning District for a therapeutic equestrian riding facility in accordance with the Conceptual Master Plan (Exhibit "B") and subject to the following conditions:

Exhibit "C" which is attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that this Resolution be recorded in the minutes of this Board.

This Resolution adopted after motion, second and majority vote.

Done this 22nd day of February, 2000.

BOARD OF ZONING APPEALS
COLLIER COUNTY, FLORIDA

BY: _____
TIMOTHY J. CONSTANTINE, CHAIRMAN

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____, DC
Attest as to Chairman's signature only.

Approved as to Form and Legal Sufficiency:

_____
Marni M. Scuderi
Assistant County Attorney

g/admin/ RESOLUTION/CU-99-36 FR/ss

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

13A 1

FINDING OF FACT
BY
COLLIER COUNTY PLANNING COMMISSION
FOR
A CONDITIONAL USE PETITION
FOR

CU-99-30

The following facts are found:

1. Sections 2.2.2.3.10 and 2.2.2.3.19 and 2.2.2.3.24 of the Land Development Code authorized the conditional use.

2. Granting the conditional use will not adversely affect the public interest and will not adversely affect other property or uses in the same district or neighborhood because of:

   A. Consistency with the Land Development Code and Growth Management Plan:
   Yes ✓ No _____

   B. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe:
   Adequate ingress & egress
   Yes ✓ No _____

   C. Affects neighboring properties in relation to noise, glare, economic or odor effects:
   ✓ No affect or _____ Affect mitigated by _____
   _____ Affect cannot be mitigated

   D. Compatibility with adjacent properties and other property in the district:
   Compatible use within district
   Yes ✓ No _____

Based on the above findings, this conditional use should, with stipulations, (copy attached) ~~(should not)~~ be recommended for approval OK.

DATE: Feb 3 /00

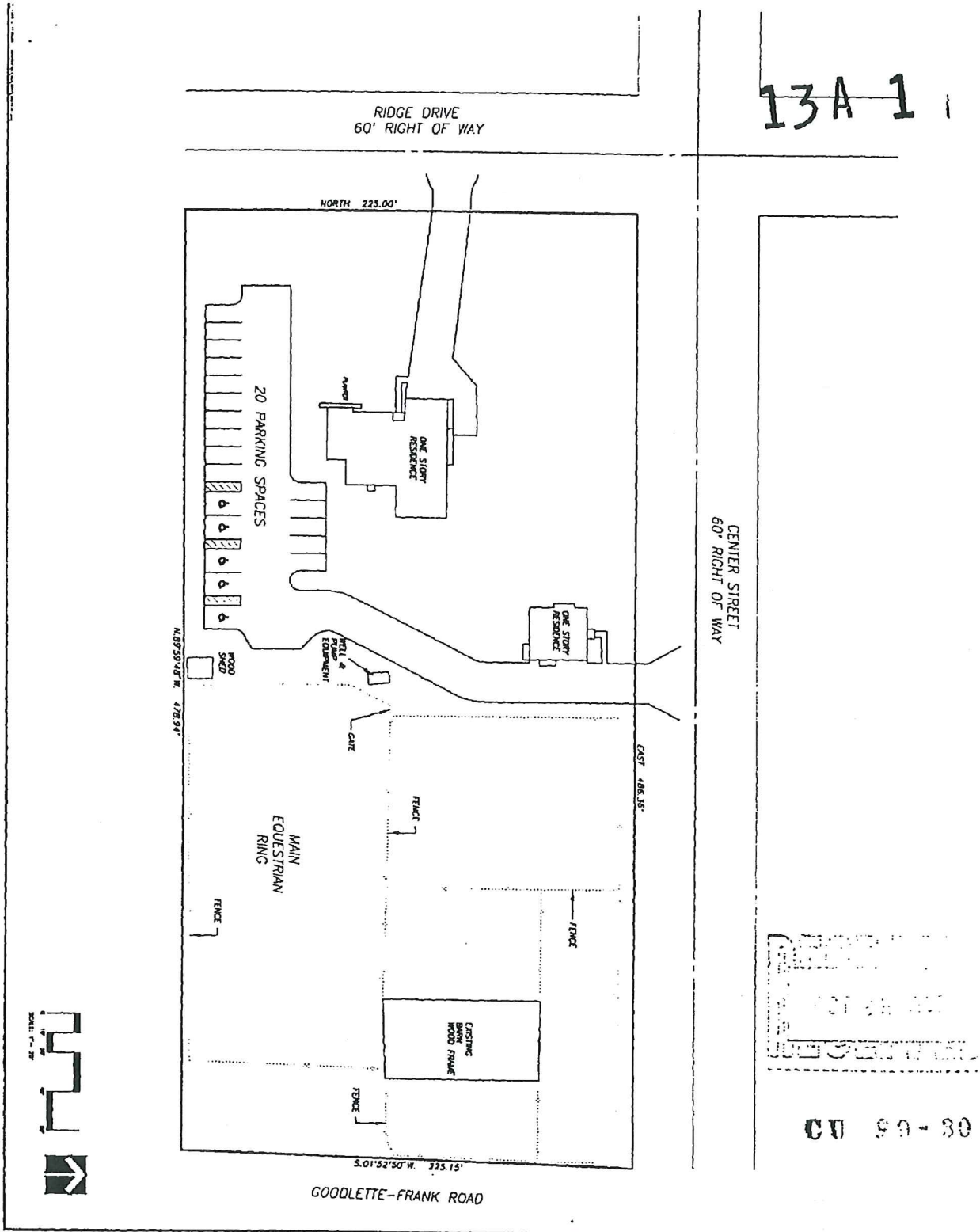
MEMBER: [signature]

VICE-CHAIRMAN

g:/admin/FINDING OF FACT MEMBER/CU-99-30

Exhibit "A"

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples


13A 1
RIDGE DRIVE
60' RIGHT OF WAY
NORTH 225.00'
20 PARKING SPACES
ONE STORY RESIDENCE
ONE STORY RESIDENCE
WELL & PUMP EQUIPMENT
WOOD SHED
GATE
FENCE
FENCE
FENCE
FENCE
MAIN EQUESTRIAN RING
EXISTING BARN WOOD FRAME
N.89°59'48"W. 478.94'
EAST 486.36'
S.01°52'50"W. 225.15'
CENTER STREET
60' RIGHT OF WAY
GOODLETTE-FRANK ROAD
CU 99-30
NAPLES EQUESTRIAN CHALLENGE
CONCEPTUAL MASTER PLAN
Exhibit "B"
WilsonMiller

13A 11

CU-99-30

1. Pursuant to Section 2.2.25.8.1 of the Land Development Code, if, during the course of site clearing, excavation or other construction activity, an historic or archaeological artifact is found, all development within the minimum area necessary to protect the discovery shall be immediately stopped and the Collier County Code Enforcement Department shall be contacted.

2. An exotic vegetation removal, monitoring, and maintenance plan for the site, with emphasis on areas of retained native vegetation, shall be submitted to the Planning Services Director for review and approval, prior to Site Development Plan approval.

3. An application for Site Development Plan approval shall be submitted to the Planning Services Director within 60 days of approval of this Resolution.

4. This approval is for a therapeutic equestrian riding facility only. Any other use that is not permitted by right shall require approval of another Conditional Use.

EXHIBIT "C"

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Naples Therapeutic Riding Center CU (PL20210001746)

Conditions of Approval

1. No office or business space rental to outside entities.

~~2. The additional uses on Lots 19 and 20 will not increase the number of program participants by more than 200 participants overall.~~

~~3.~~2. No participant programs are to be held on Sunday ~~on Lots 19 and 20~~.

~~4.~~3. Special events open to the public shall be limited to 4 events per year ~~on Lots 19, 20 and 21~~ and follow LDC 5.04.05 temporary event permitting requirements.

~~5.~~4. Maximum building height for principal structures ~~on Lots 20 and 19~~ will be 25' zoned building ~~height~~height, except as may be permitted in LDC 4.2.01.D.1., exemptions and exclusions from design standards.

~~6. Ridge Drive setback for principal structures will be consistent with the existing principal structure on Lot 20.~~

~~7.~~5. Outside lighting shall be limited to low intensity bollards~~,~~ or pole lighting with cutoff fixtures and no exterior lighting is allowed except as necessary for security and safety. Lights shall be shielded or directed ~~on Lots 19 and 20~~ to avoid light overflow on adjacent property.

~~8.~~6. Maximum number of stabled horses ~~on Lots 19 and 20~~ will be ~~6~~ 22 horses.

~~9.~~7. No amplified sound equipment or systems are allowed on Lots 18, 19 and 20.

~~10.~~8. Adjacent to Ridge Drive ~~on Lots 19, 20 and 21~~, an LDC 4.06.02 Type C landscape buffer shall be provided and a Type B landscape buffer will be provided on Lot ~~19~~ 18 between Lots ~~19~~ 18 and ~~18~~17.

~~11.~~9. Landscape buffers will be installed with first vertical construction.

~~12. Maximum parking spaces shall be 52 spaces.~~

~~13.~~10. The emergency gate on Ridge Drive will be constructed of solid decorative material.

~~14.~~11. Any metal roofing will be colored to remove glare.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

~~15.~~12. The hours of operation for the facility will be 8:00 am to 8:00 pm. Occasional staff and volunteer training as well as board meetings may extend to 9:00 pm.

~~16.~~13. No street parking or parking on perimeter of ~~Lots 19, 20 and 21~~the subject property.

~~17. The southerly access on Ridge Drive shall be closed within 120 days of this conditional use, except for emergency access for emergency service vehicles.~~

~~18.~~14. ~~Lots 19, 20 and 21 are~~ The facility is limited to a ~~400~~320 therapeutic rider program participants ~~capacity~~ per week.

~~19.~~15. Access to the equestrian riding and stabling facility shall be limited to Center Street. No participants, volunteers or guests shall use the local streets in Pine Ridge subdivision as through-traffic to other areas of the County, except for residents of Pine Ridge subdivision.

~~20.~~16. This approval is for a non-commercial, not-for-profit, therapeutic equestrian riding facility.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Naples Therapeutic Riding Center CU (PL20210001746)

Conditions of Approval and Justifications

1. No office or business space rental to outside entities.

~~2. The additional uses on Lots 19 and 20 will not increase the number of program participants by more than 200 participants overall.~~

Justification:
Condition #15 adequately addresses the maximum number of program participants, and this condition is no longer necessary.

~~3.~~2. No participant programs are to be held on Sunday ~~on Lots 19 and 20~~.

Justification:
The CU applies to all properties owned by NTRC and is no longer necessary to reflect only a portion of the site.

~~4.~~3. Special events open to the public shall be limited to 4 events per year ~~on Lots 19, 20 and 21~~ and follow LDC 5.04.05 temporary event permitting requirements.

~~5.~~4. Maximum building height for principal structures ~~on Lots 20 and 19~~ will be 25' zoned building height, except as may be permitted in LDC 4.2.01.D.1., exemptions and exclusions from design standards.

~~6. Ridge Drive setback for principal structures will be consistent with the existing principal structure on Lot 20.~~

Justification:
All new structures must meet the minimum 50-foot front yard setback from Ridge Drive or Center Street.

~~7.~~5. Outside lighting shall be limited to low intensity bollards~~,~~ or pole lighting with cutoff fixtures and no exterior lighting is allowed except as necessary for security and safety. Lights shall be shielded or directed ~~on Lots 19 and 20~~ to avoid light overflow on adjacent property.

~~8.~~6. Maximum number of stabled horses ~~on Lots 19 and 20~~ will be ~~6~~ 22 horses.

Justification:
The original Equestrian Challenge operated a 10 stable therapeutic riding facility on Lot 21 prior to the CU approval for the facility in 2000. The limitation for 2 horses per acre

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradyminor.com • www.gradyminor.com

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

is not applicable for a stabling facility approved through the Conditional Use Process. The facility has limited the total number of horses to 22, which can be accommodated in the proposed expanded barn and paddocks.

~~9.~~7. No amplified sound equipment or systems are allowed on Lots 18, 19 and 20.

~~10.~~8. Adjacent to Ridge Drive ~~on Lots 19, 20 and 21~~, an LDC 4.06.02 Type C landscape buffer shall be provided and a Type B landscape buffer will be provided on Lot ~~19~~ 18 between Lots ~~19~~ 18 and ~~18~~17.

~~11.~~9. Landscape buffers will be installed with first vertical construction.

~~12. Maximum parking spaces shall be 52 spaces.~~

Justification:
Parking will be provided per LDC standards based on the stable and office areas only.

~~13.~~10. The emergency gate on Ridge Drive will be constructed of solid decorative material.

~~14.~~11. Any metal roofing will be colored to remove glare.

~~15.~~12. The hours of operation for the facility will be 8:00 am to 8:00 pm. Occasional staff and volunteer training as well as board meetings may extend to 9:00 pm.

~~16.~~13. No street parking or parking on perimeter of ~~Lots 19, 20 and 21~~the subject property.

~~17. The southerly access on Ridge Drive shall be closed within 120 days of this conditional use, except for emergency access for emergency service vehicles.~~

Justification:
This condition has been completed and the emergency access is in place. The access to the newly added lot 18 will remain to serve the residential structure.

~~18.~~14. ~~Lots 19, 20 and 21 are~~ The facility is limited to a ~~400~~320 therapeutic rider program participants ~~capacity~~ per week.

Justification:
Due to NTRC programming standards, the maximum number of weekly riders will be 320.

~~19.~~15. Access to the equestrian riding and stabling facility shall be limited to Center Street. No participants, volunteers or guests shall use the local streets in Pine Ridge subdivision as

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

through-traffic to other areas of the County, except for residents of Pine Ridge subdivision.

~~20.~~16. This approval is for a non-commercial, not-for-profit, therapeutic equestrian riding facility.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

GOODLETTE FRANK ROAD

BRIDLE PATH

6'-0" HIGH WALL (ENTIRE LENGTH OF EAST PROPERTY LINE)

EAST PROPERTY LINE

6'-0" HIGH WALL (ENTIRE LENGTH OF EAST PROPERTY LINE)

15' WIDE TYPE 'D' LANDSCAPE BUFFER WITH 8' HIGH WALL

ZONING: A, AGRICULTURAL
USE: HORSE STABLE

CENTER STREET

NORTH PROPERTY LINE

10' WIDE TYPE 'D' LANDSCAPE BUFFER

TURN-OUTS

EXISTING SHAVINGS

EXISTING LOADING & REFUSE

EXIST'G BARN

GATE

TURN-OUTS

TURN-OUTS

(3) RAIL WOOD FENCE

PROPOSED NEW MAIN NAPLES THERAPEUTIC RIDING CENTER FLOOR PLAN

EXIST'G STRUCT.

EXIST'G 80' x 200' HORSE RIDING ARENA EXISTING

EXIST'G PUMP SHED

MAIN ENTRY

PADDOCK No. 2

PADDOCK No. 3

PADDOCK No. 4

PADDOCK No. 5

BRIDGE

WELL

REFUSE

WALKWAY / PRIVATE DRIVE / BRIDLE PATH
(STABILIZED SUBGRADE WITH 4" LIMEROCK BASE AND CRUSHED SHELL TOPPING)

TURN-OUTS

EMPLOYEES

STABLES EXISTING TO REMAIN
EXISTING

CONCRETE PAVER COURT YARD

TRAINING
EXISTING

GUEST PARKING

EXISTING
ROUND RING

WALKWAY / PRIVATE DRIVE / BRIDLE PATH
(STABILIZED SUBGRADE WITH 4" LIMEROCK BASE AND CRUSHED SHELL TOPPING)

PADDOCK No. 13

PADDOCK No. 14

91'-0"

12'-0"

12'-0"

75'-0"

75'-0"

12'-0"

94'-0"

PADDOCK No. 11

PADDOCK No. 12

SENSORY TRAIL

SENSORY TRAIL

15'-0" LANDSCAPE BUFFER

12'-0"

75'-0"

94'-0"

PADDOCK No. 9

PADDOCK No. 10

SENSORY TRAIL

(8) PARKING

WALKWAY / PRIVATE DRIVE / BRIDLE PATH
(PRECAST CONCRETE PAVERS)

(10) PARKING

PARKING

(5) PARKING

(3) RAIL WOOD FENCE

COVERED SPECTATOR AREA

(2) PARKING

COVERED PORCH

PROPOSED NEW (1) STORY ADMIN. BUILDING

PROPOSED 80' X 140' HORSE RIDING ARENA

50'-0" BLG. SETBACK

PADDOCK No. 6

PADDOCK No. 8

PADDOCK No. 7

PROPOSED PROGRAM SUPPORT CENTER NAPLES THERAPEUTIC RIDING CENTER FLOOR PLAN

DRAIN FIELD

(2) PARKING

PROPOSED UTILITY

EXISTING (1) STORY RESIDENCE

PADDOCK No. 1

(3) RAIL WOOD FENCE

GATE

50'-0" BLG. SETBACK

RELOCATED UTIL. SHED

(3) RAIL WOOD FENCE

EMERGENCY EGRESS ONLY GATE

20' WIDE TYPE 'C' LANDSCAPE BUFFER

15' WIDE TYPE 'B' LANDSCAPE BUFFER

SOUTH PROPERTY LINE

ZONING: A, AGRICULTURAL
USE: SINGLE FAMILY RESIDENTIAL

5/8" F.I.R. LB643

WEST PROPERTY LINE

RIDGE DRIVE

BEARING BASIS

ZONING: RSF-1
USE: SINGLE FAMILY RESIDENTIAL

NORTH

NAPLES THERAPEUTIC RIDING CENTER

MASTER PLAN

SCALE: 1" = 30'-0"
08/23/2022

HUMPHREY • ROSAL ARCHITECTS

ZONING: RSF-1
USE: SINGLE FAMILY RESIDENTIAL

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples Therapeutic Riding Center)

Naples Therapeutic Riding Center CU (PL20210001746)

Environmental Data

The Naples Therapeutic Riding Center recently acquired Lot 18 (2.1± ac.) of Pine Ridge subdivision, which is immediately south of the existing facility which operates on Lots 19-21 of Pine Ridge Subdivision. The total campus acreage with lot 18 will be 8.95± acres. A conditional use for sports and recreational facilities and stabling on less than 20 acres was approved in 2000 (CU Resolution 2000-063) and 2013 (CU Resolution 2013-236). The proposed Conditional Use proposes to modify the Conditional Use Site Plan to incorporate the newly acquired property into their campus, and to make other site revisions which will include the expansion of the existing stable/barn located at the intersection of Goodlette-Frank Road and Center Street, adding an additional covered riding arena, and construction of a one-story office building to replace one of the residential structures, which has been utilized for the NTRC offices. The newly acquired property contains a single-family residence. The new Conditional Use Site Plan identifies that the home will remain and a detached garage and fenced paddocks for horses will be added. The residence will be utilized to house employees on-site to care for the horses and property.

Conservation and Coastal Management Element:

Policy 6.1.1 establishes the minimum preservation areas for residential and mixed-use projects as 25% of the on-site native preservation.

This parcel was a single family parcel with an existing home. This parcel was originally permitted in 1970 (Permit 70-1419) a single family home was subsequently built. In 1982, an additional permit (Permit # 82-826) was obtained for a garage. The lot lacks what would be considered native habitat. In addition, an exotic vegetation removal permit was obtained because this parcel was impenetrable with numerous exotics. The parcel today is void of native vegetation. Approximately 3 Slash pines exists and a few banyan trees. This parcel was legally cleared and void of native habitat/vegetation. Thus, this project is exempted from Policy 6.1.1

3.05.07 Preservation Standards

A. (1) Native vegetative communities. The preservation of native vegetation shall include all naturally occurring strata including canopy, understory and ground cover emphasizing the largest contiguous area possible, except as otherwise provided in section 3.05.07 H.1.e. The term native vegetation is further defined as a vegetative community having 25 percent or more canopy coverage or highest existing vegetative strata of native plant species. In the absence of other native strata, herbaceous vegetation not typically associated with the re-growth of native vegetative communities, commonly known as weeds, shall not be considered native vegetation for the purpose of preservation.

B. (2) Exceptions. An exception from the vegetation retention standards above shall be granted in the following circumstances:

a.

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Q. Grady Minor & Associates, P.A.
3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradyminor.com • www.gradyminor.com

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Where the parcel was legally cleared of native vegetation prior to January 1989 and remains cleared of native vegetation.

Two permits were obtained to construct a single family residence and garage. A permit 70-1419 was obtained for a single family home. In 1982 another permit was obtained for a garage 82-826. This parcel was legally cleared. Since the site has no habitat / vegetation, no preserve will be provided.

This will be consistent with Goal 6 of Collier County GMP's Objective 6.1 Protect native communities through the application of minimum preservation requirements.

OBJECTIVE 7.1: Direct incompatible land uses away from listed animal species and their habitats. (The County relies on the listing process of State and Federal agencies to identify species that require special protection because of their endangered, threatened, or species of special concern status. Listed animal species are those species that the Florida Fish and Wildlife Conservation Commission has designated as endangered, threatened, or species of special concern, in accordance with Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C. and those species designated by various federal agencies as Endangered and Threatened species published in 50 CFR 17.)

This project site is currently surrounded by either roadway or development. The parcel is bordered by a roadway along its eastern and northern boundary. This parcel fronts Ridge Drive. To the west and south is residential development.

A brief examination of the parcel found no listed animals on site. The parcel is not located in a USFWS Panther Consultation Zone.

Black Bear Management:
Attached is an exhibit showing Black Bear Nuisance calls. The attached exhibit shows proper waste management. A brochure will be provided to the center.

Listed Plants Species:
Any listed species plant species on vegetation to be removed will be relocated as per 3.04.03.

3.04.03 - Requirements for Protected Plants

When habitat containing the following listed plants is proposed to be impacted, plants listed as Rare and Less Rare (below) shall be relocated to on-site preserves if the on-site preserves are able to support the species of plants. Relocation of epiphytic species of plants listed as Rare and Less Rare (below) shall only be required for plants located within eight feet of the ground. Plants listed as Less Rare shall be relocated to the on-site preserves only if the preserves do not already contain these species. When available, only two plants per species per acre of plants listed as Less Rare are required to be relocated, up to a maximum of ten plants per species per preserve.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Wellfield Overlay:

The subject property is located within Wellfield Risk Management Special Treatment Overlay Zones W-1 and W-2, as identified on the accompanying exhibit. LDC Section 3.06 describes the intent and purpose of establishing the ST zones around regulated public water supply wells. The use of the property for the agricultural equine therapeutic riding facility is not a regulated use within the ST zones, and there are no hazardous materials stored or utilized on the property.

FLUCCS MAP

Labels Drawing
Points Drawing
Lines Drawing
Polygons Drawing
Selected Custom Parcels
Streets OSM Hybrid
County Boundaries
Parcel Outlines

N

0 120 240 360 ft

Copyright 2022 MapWise, Inc. All rights reserved. www.mapwise.com. This map is informational only. No representation is made or warranty given as to its content. User assumes all risk of use. MapWise and its suppliers assume no responsibility for any losses resulting from such use.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

FLUCCS CODE AND VEGETATION INVENTORY

FLUCCS CODE (Description)
Common Name **Scientific Name** **Indicator Status**

1891 - RIDING STABLES
Equestrian center

740 - DISTURBED
This is a parcel that does have a few scattered Slash pines. This site was heavily infested with exotic vegetation. The site got an exotic vegetation removal permit and now it is possible to traverse the entire site. This is a platted lot with a home.

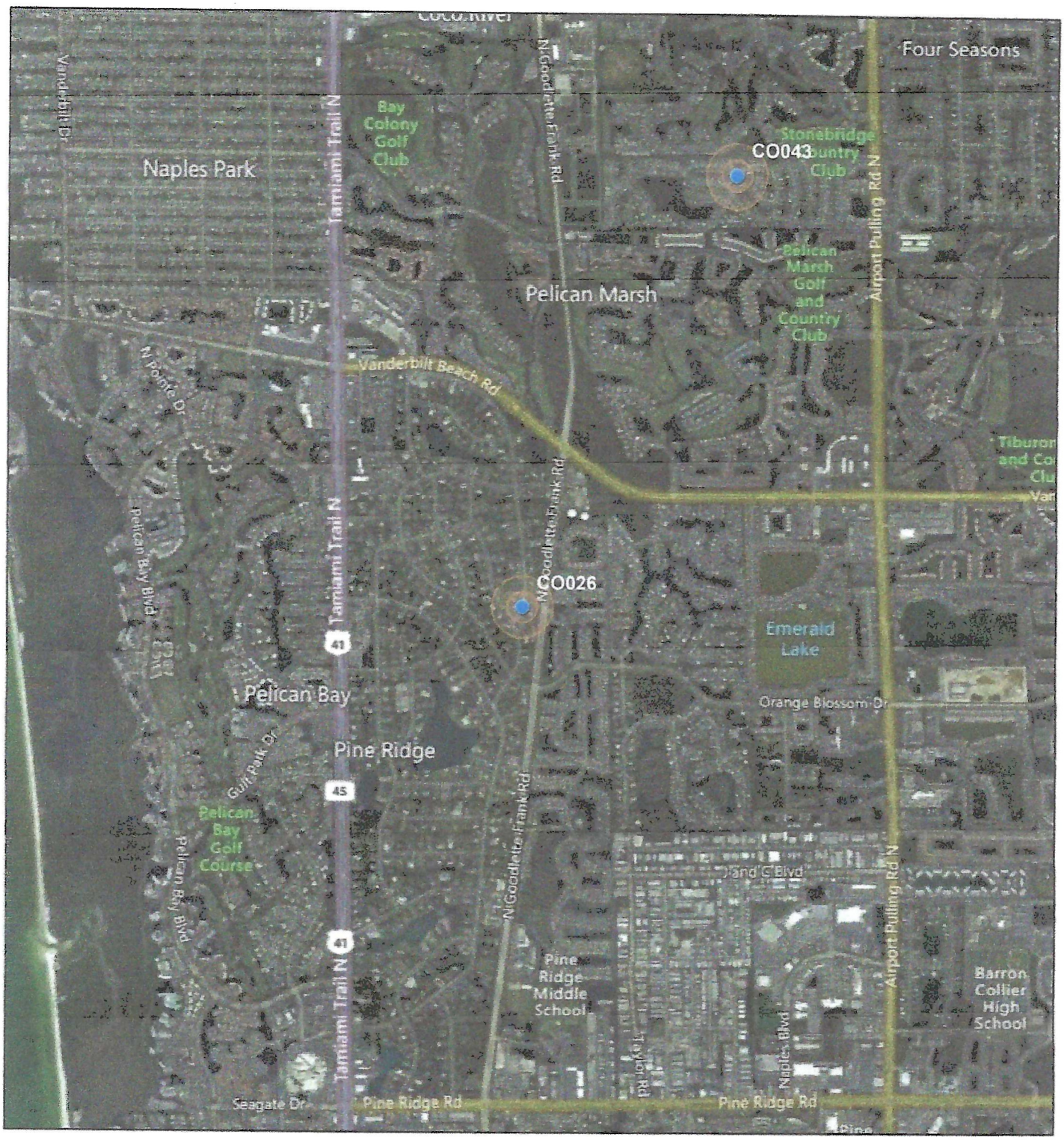
Common Name	Scientific Name	Indictor Status
Slash pine	*Pinus elliotti*	FACW
Cabbage palm	*Sabal palmetto*	FAC
Ear leaf acacia	*Acacia auriculiformis*	Exotic
java plum	*Syzygium cumini*	Exotic
banyan tree	*Ficus benghalensis*	Exotic

ABREVIATIONS – Canopy (Cp), Midstory (M), Ground Cover (G) Dominant (D), Common (C), Occasional (O)

INDICATOR STATUS - Obligate (OBL), Facultative wet plants (FACW), Facultative plants (FAC), Upland (UPL)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

EagleWatch Map



4/1/2022, 10:35:02 AM

1:36,112

0 0.28 0.55 1.1 mi

0 0.42 0.85 1.7 km

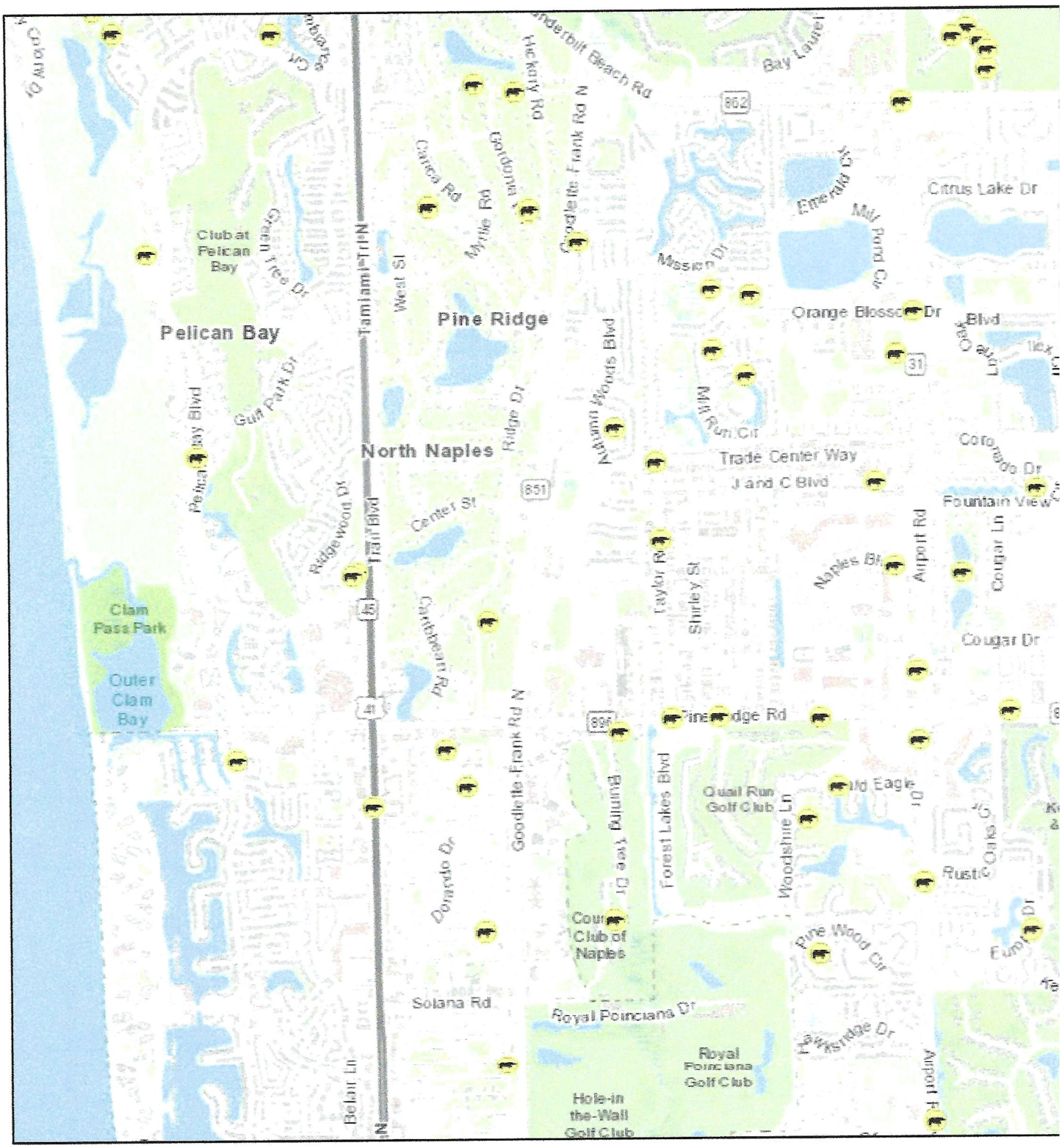
- Bald Eagle Nest Locations
- 330ft Buffer Around Nest Locations
- 660ft Buffer Around Nest Locations

© 2022 Microsoft Corporation © 2022 Maxar ©CNES (2022) Distribution Airbus DS © 2022 TomTom

© 2022 Microsoft Corporation, © 2022 Maxar, ©CNES (2022) Distribution Airbus

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

BLACK BEAR CALLS



6/17/2022, 9:31:54 AM

Black Bear Calls

1:36,112

0 0.28 0.55 1.1 mi

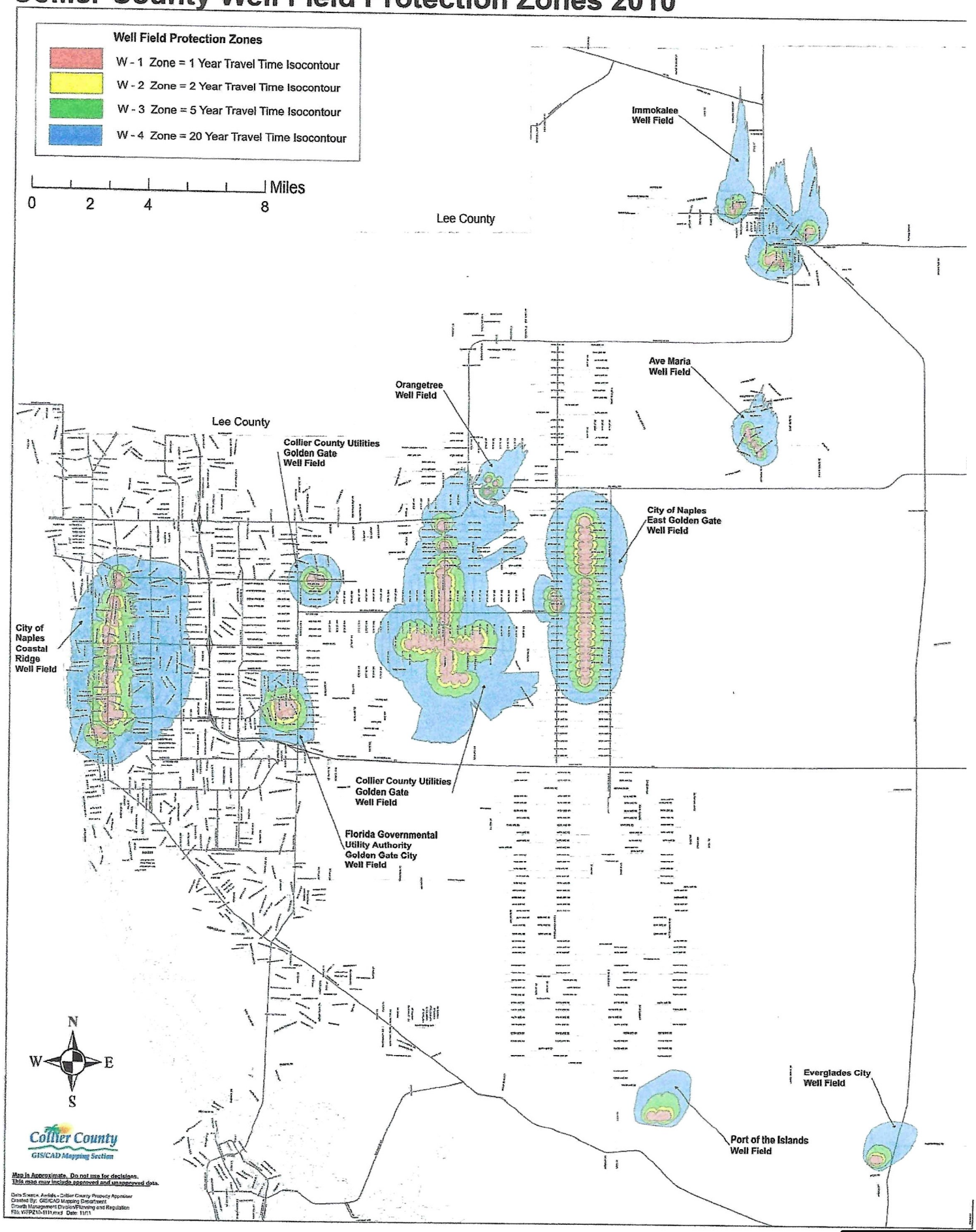
0 0.42 0.85 1.7 km

Florida Fish and Wildlife Conservation Commission-Fish and Wildlife Research Institute, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Disclaimer: This graphical representation is provided for informational purposes and should not be considered authoritative for navigational, engineering, legal, and other uses.

Collier County Well Field Protection Zones 2010



Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Collier County
Growth Management Department

VEGETATION REMOVAL PERMIT
PL20210002338

Folio Number: 67185000007

This permit authorizes the owner/agent of 170 Ridge DR to **remove exotic vegetation using mechanical AND hand removal methods** in accordance with the approved clearing plan and the following conditions, per Collier County Land Development Code Chapter 3.05.00.

GENERAL CONDITIONS:

- This permit must be kept on site, and be available for inspection by County, State, and Federal officials.
- This permit does not obviate the owner/agent from obtaining required permits of County, State, and Federal jurisdictional agencies; specifically the Army Corps of Engineers.
- No other protected vegetation shall be injured in any way, including root systems.
- Within one month of clearing, vegetation debris shall be removed from the site to an authorized waste facility.
- Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. This permit is conditioned on all other applicable state or federal permits being obtained before commencement of the development.

SPECIFIC CONDITIONS:

- This permit is effective on **Monday, October 11, 2021** and **expires Monday, April 11, 2022.**
- Exotic vegetation may be removed by using mechanical and hand removal means.
- **No mechanical removal of exotic vegetation may occur within the dripline of native vegetation. Hand removal methods only in areas with native vegetation.**
- **Allow for natural recruitment of native vegetation after removal of exotic vegetation.**
- Protective barricades shall be in place prior to commencement.
- Should non–exotic protected vegetation be injured in any way, in–kind replacement shall be required.
- This permit requires annual maintenance (exotic removal) as required by Land Development Code Chapter 3.05.08.C.

Property Owner:
NAPLES EQUESTRIAN CHL INC
206 RIDGE DR
NAPLES, FL 34108
Phone: 239-596-2988

Applicant:
Lea Haven
2411 52nd Ave NE
Naples, FL 34120
Phone: 239-250-8678

Sincerely,

Development Review Division

Growth Management Department
2800 N. Horseshoe Dr.
Naples, Florida 34104
239-252-2400

Collier County
Reviewed and Approved For:
Permit Issuance
PL20210002338 Date:**10/11/2021**

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

JMB TRANSPORTATION ENGINEERING, INC.
TRAFFIC/TRANSPORTATION ENGINEERING & PLANNING SERVICES

TRAFFIC IMPACT STATEMENT

Naples Therapeutic Riding Center
(Collier County, Florida)

February 28, 2022
Revised July 1, 2022

County TIS Review Fees
TIS (Small-Scale Study) Review Fee = $0.00

Prepared by:

JMB TRANSPORTATION ENGINEERING, INC.
4711 7TH AVENUE SW
NAPLES, FLORIDA 34119
CERTIFICATE OF AUTHORIZATION NO. 27830

(PROJECT NO. 130913)

DocuSigned by:
James Banks
E519D679D23E47F...

JAMES M BANKS LICENSE No. 43860 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMES M. BANKS, P.E. DATE 7-1-2022
FLORIDA REG. NO. 43860

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

TABLE OF CONTENTS

Existing Operation and Proposed Expansion	2
Existing Traffic Conditions	3
Future Traffic Conditions	4
Table A - Existing and Future Site-Generated Traffic	4
Conclusions	5
Appendix	6

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Existing Operation and Proposed Expansion

Naples Therapeutic Riding Center is a non-profit equine-assisted therapy facility that provides services to children and adults with special needs. The equestrian facility is located on the southwest corner of Center Street and Goodlette-Frank Road, within Collier County, Florida.

The Riding Center recently acquired property that was adjacent to its southern border and is now proposing to expand its operations by constructing an additional riding arena and installing six (6) additional paddocks, as well as other incidental and functional improvements. The new arena will be located on the site's parent-tract and the new paddocks and construction of a maintenance shed will be located on the acquired southern parcel. There is also a single-family residence on the southern property that will remain intact.

The Riding Center currently has five (5) management/operations and maintenance staff and with the proposed expansion will likely add two (2) more staff members. In addition to the staff, there are volunteers that assist with the supervised riding events. The facility has a therapeutic riding enrollment capacity of 170 riders, and each rider is allowed to participate once a week. The most active day of the week occurs on Wednesday evenings when up to 28 riders are hosted at staggard periods between the hours of 2:00 PM and 8:00 PM. The waiting list for new enrollment is 84 riders, but the proposed expansion will accommodate up to an additional 150 riders and up to 24 additional riders during the Wednesday sessions. Once the expansion is complete, Naples Therapeutic Riding Center will be able to accommodate a maximum enrollment/capacity of 320 therapeutic riders and each rider can participate once a week. The total Wednesday events will be able to host up to 52 riders.

Currently, the Riding Center has two (2) arenas that have a combined capacity of hosting no more than six (6) riders concurrently. Depending on the age or specific needs of the riders, each rider is supervised by one (1) or as many as three (3) volunteers. Because of the strict supervision requirements, all sessions are provided on a "scheduled appointment" basis only. Riding sessions begin at approximately 8:00 AM and ends the day between 6:30 PM and 8:00 PM, except for Wednesdays when riding sessions begin 2:00 PM and end at 8:00 PM, which is the most active period of the week. During the Wednesday evening sessions, typically four (4) to six (6) riders are hosted every hour (i.e., 45-minute session and 15 minutes for rider rotation), and most often, there are no more than 28 riders hosted at a rate of four (4) to six (6) riders per hour, which are assisted by one to three volunteers. The volunteers usually assist with more than one riding session, but as many as 25 volunteers will arrive/depart at various times between the hours of 2:00 PM to 8:00 PM.

As mentioned, the facility can accommodate no more than six (6) riders at a time and each therapeutic riding session is for a period of approximately 45 minutes, except for some children and adult equine-facilitated learning or psychotherapy sessions which vary from one (1) to two (2) hours. During the longer sessions, there are no other concurrent riding events.

The Naples Therapeutic Riding Center's primary access is on Center Street, which is the only means of ingress/egress for guests, riders, and volunteers. It was observed that almost all of the site-generated traffic travels to/from the site via Goodlette-Frank Road and Center Street. The site does have access to Ridge Drive that is used only by the Riding Center's management staff

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

and there is also an emergency exit only access on Ridge Drive that is gated. As part of the proposed expansion, access on Ridge Drive will be restricted to emergency use only, except for a residential access that exists on the recently acquired property. The residential access will remain intact and will be used for the single-family home and the proposed equipment shed.

Existing Traffic Conditions

In order to quantify the volume of existing background traffic on the adjacent streets and trips currently generated by Naples Therapeutic Riding Center, traffic counts were conducted during the highest peak demand periods (i.e., between 2:00 and 6:00 PM). The traffic counts were obtained at the Riding Center's access points on the adjacent roads and at the intersections of Center Street and Ridge Drive and Center Street and Goodlette-Frank Road. The traffic counts were obtained on December 1, 2021 which was during the Riding Center's recurring high activity event (i.e., Wednesday evening with 28 riders and 25 volunteers). The traffic count data is provided in the appendix. As established, the Riding Center had a maximum demand of 15 entering and 12 exiting trips that occurred between 4:30 PM and 5:30 PM, which is a total of 27 two-way trips.

In addition to obtaining the traffic data, JMB conducted field observations of the traffic conditions/operations on Center Street, Goodlette-Frank Road and Ridge Drive. The study's evaluation and observations of the existing traffic conditions supports the following conclusions:

Center Street

Center Street is a two-lane local road that has a peak season peak hour two-way traffic demand of approximately 270 vph. The current demand is 30% of the road's two-way carrying capacity. Based upon the demand vs. capacity (*v/c ratio = 0.30)*, it was concluded that Center Street operates at a level of service LOS A (refer to Table 2 thru Table 4).

Ridge Drive

Ridge Drive is a two-lane local road that has a peak season peak hour two-way traffic demand of 158 vph, which is less than 20% of the road's two-way carrying capacity. Its *v/c ratio = 0.17,* which supports the findings that the road operates at LOS C (refer to Table 2 thru Table 4).

Goodlette-Frank Road

As established by Collier County's 2021 AUIR, Goodlette-Frank Road (between Pine Ridge Road and Orange Blossom Drive – Link No. 25.0) has a peak hour peak direction service capacity of 3,000 vphpd and the current background "+" vested trips is 1,498 vphpd, which is a *v/c* ratio = 0.63 and a level of service at LOS C (refer to Table 2 thru Table 4).

Center Street/Ridge Drive Intersection

This intersection is a four-way stop controlled intersection with a total peak season peak hour four-way approach volume of less than 275 vph, which is less than 25% of the intersection's carrying capacity. An operational analysis of this intersection was performed based upon the guidelines set forth by the Highway Capacity Manual. The results are provided in the appendix (refer to pages A1 and A2). As determined, the intersection operates at LOS A conditions.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

Center Street/Goodlette-Frank Road

This intersection is a "T" configuration, and the north/south approaches (Goodlette-Frank Road) is under free-flow conditions. The north/south approaches have three (3) thru lanes/direction, there is a northbound-to-westbound left turn lane and a southbound-to-westbound right turn lane, and the eastbound approach is restricted to right turning movements. The intersection has all the turn lane provisions necessary to accommodate the traffic demands and no further improvements to the intersection are warranted. An operational analysis of this intersection was performed based upon the guidelines set forth by the Highway Capacity Manual. The results are provided in the appendix (refer to pages A3 and A4). As determined, the intersection operates at LOS C conditions.

Future Traffic Conditions

As previously mentioned, Naples Therapeutic Riding Center is proposing to expand its capabilities by constructing an additional riding arena and increasing its therapeutic ridership enrollment from 170 to 320 riders and the most active period on Wednesday from 28 to 52 riders, which is almost twice the current enrollment. It is expected that the number of volunteers will increase proportionally, but the management and maintenance staff will not. Conservatively, the study considers that the total peak hour traffic demand will increase at the same rate of new riders and volunteers. Therefore, it is concluded that the net new trips will result in twice the existing demand as summarized below.

Table A
Existing and Future Site-Generated Traffic

Naples Therapeutic Riding Center	Wednesday Peak Hour (vph)
Existing Site-Generated Traffic	27 Trips *15 enter/12 exit*
New Site-Generated Traffic	27 Trips *15 enter/12 exit*
Future Site-Generated Traffic	**54 Trips** *30 enter/24 exit*

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

The estimated net new trips (i.e., 27 two-way trips) will be a 10% net increase in the existing background traffic on Center Street and is 3.0% of Center Street's carrying capacity. The impact of the net new trips generated by the proposed expansion will be negligible and will not degrade the operation or level of service of Center Street, Ridge Drive or Goodlette-Frank Road, or their respective intersections. More specifically, all roadways and intersections will continue to operate at acceptable levels of service after the completion of the expansion.

As previously mentioned, all guests, riders and volunteers have access to the site via the main entrance on Center Street, which minimizes the impact on the adjacent local road network. The access on Center Street is approximately 270' to the west of Goodlette-Frank Road, which places it at an appropriate distance from the intersection of Center Street/Goodlette-Frank as well as Center Street/Ridge Drive. The proposed access location exceeds the County's minimum intersection separation criteria which avoids the occurrence of turning movement conflicts with the two (2) adjacent intersections. During the data collection, it was observed that almost all trips generated by Naples Therapeutic Riding Center used Goodlette-Frank Road.

Conclusions

As determined by this study, the trips associated with the proposed additional therapy riding arena will be 3.0% of Center Street's carrying capacity, and all roadways and intersections within proximity of Naples Therapeutic Riding Center will continue to operate at acceptable levels of service, which have been described below:

Road or Intersection	Level of Service
Center Street	A (see Tables 2 thru 4)
Ridge Drive	A (See Tables 2 thru 4)
Goodlette-Frank Road	C (See Tables 2 thru 4)
Center St/Ridge Drive	A (See pages A6)
Center St/Goodlette Frank Road	C (See pages A7)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

Appendix

Master Concept Plan

Table 1 - Site Access Traffic Counts

Tables 2 thru 4

Center Street & Ridge Drive Turning Movement Counts

Center Street & Goodlette-Frank Road Turning Movement Counts

Highway Capacity Manual Worksheets and Results

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

A1

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : DepuSign Envelope ID: B04BFE5E-C420-4A4E-8CD8-ED1AC2EE5E2F

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

Naples Equestrian Challenge
Traffic Count

Date of Survey: December 1, 2021
Day of Survey: Wednesday

Start Time	Enter	Exit	Total
1:45 PM	1	1	2
2:00 PM	1	0	1
2:15 PM	2	0	2
2:30 PM	4	0	4
2:45 PM	5	0	5
3:00 PM	1	0	1
3:15 PM	2	2	4
3:30 PM	4	3	7
3:45 PM	1	3	4
4:00 PM	2	0	2
4:15 PM	3	2	5
4:30 PM	2	4	6
4:45 PM	4	4	8
5:00 PM	4	1	5
5:15 PM	5	3	8
5:30 PM	3	1	4
5:45 PM	3	6	9
4:30 to 5:30	**15**	**12**	

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

A2

TABLE 2
PROJECT'S AREA OF IMPACT

Project Traffic Peak Direction (vphpd) = **15** **Entering**
Project Traffic Non-Peak Direction (vph) = **12** **Exiting**

	Link No.		Road Class	PK Dir. Serv. Vol. LOS	LOS Service PK Direction Volume (vphpd)	Project Traffic % Dist.	Project Pk Hr PK Dir (vphpd)	Project Pk Hr Pk Dir	Project Pk Hr Non-PK Dir (vph)	Project Non-Pk DiR	Percent Impact
Center Street	N/A	Goodlette to Site Access	2-Local	D	500	100%	15	W	12	E	3.00%
Ridge Road	N/A	S. of Center St	2-Local	D	500	0%	0	N	0	S	0.00%
Goodlette-Frank Rd	24.2.a	Pine Ridge to Center St	6D	E	2400	50%	8	N	6	S	0.31%
	24.2.b	Center St to Orange Blossom	6D	E	2400	50%	8	S	6	N	0.31%

A3

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 :

TABLE 3
2021 & 2024 ROADWAY LINK VOLUMES

	Link No.		2021 AUIR Counted Traffic (vphpd)	AUIR PK Dir	Growth Rate per AUIR	*Per Growth Rate Method* 2024 Peak Hour PK Direction Background (vphpd)	Trip Bank (vphpd)	*Per Vested Trips Metho* 2024 Peak Hour PK Direction Background Per Vested Trips (vphpd)
Center Street	N/A	Goodlette to Site Access	134	W	0.50%	**136**	0	134
Ridge Road	N/A	S. of Center St	84	N	0.50%	**85**	0	84
Goodlette-Frank Rd	24.2.a	Pine Ridge to Center St	1490	N	2.00%	**1581**	8	1498
	24.2.b	Center St to Orange Blossom	1490	N	2.00%	**1581**	8	1498

A4

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 :

TABLE 4
2024 ROADWAY LINK VOLUME/CAPACITY ANALYSIS

			2021 Peak Hour PK Direction (vphpd)	LOS	2024 Peak Hour PK Direction Background (vphpd)	Bkgd Pk Dir	2024 Peak Hour PK Direction Background LOS	Project Pk Hr PK Dir (vphpd)	Prjct Pk Dir	Project Pk Hr Non-PK Dir (vph)	Prjct Non-Pk Dir	2024 Build-Out Peak Hour PK Dir (vphpd)	Serv. Vol. Pk Hr PK Dir (vphpd)	2024 Build-Out Peak Hour PK Direction v/c Ratio	202 Build- Peak H PK Dire LOS
Center Street		Goodlette to Site Access	134	B	136	W	B	15	W	12	E	151	500	0.30	A
Ridge Road		S. of Center St	84	B	85	N	B	0	N	0	S	85	500	0.17	A
Goodlette-Frank Rd	24.2.a	Pine Ridge to Center St	1490	C	1498	N	C	8	N	6	S	1506	2400	0.63	C
			1490	C	1498	N	C	8	S	6	N	1504	2400	0.63	C

A5

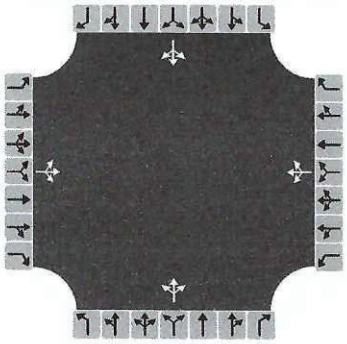
Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 :

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

HCS7 All-Way Stop Control Report

General Information		Site Information	
Analyst	JMB Transportation Engine	Intersection	Ridge Rd & Center St
Agency/Co.		Jurisdiction	
Date Performed	6/29/2022	East/West Street	Center Street
Analysis Year	2022	North/South Street	Ridge Road
Analysis Time Period (hrs)	0.25	Peak Hour Factor	0.95
Time Analyzed	PM Peak Hour		
Project Description			

Lanes



Vehicle Volume and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume	0	9	3	35	9	75	2	9	46	69	1	4
% Thrus in Shared Lane												
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	13			125			60			78		
Percent Heavy Vehicles	0			0			0			0		

Departure Headway and Service Time

Initial Departure Headway, hd (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.011			0.111			0.053			0.069		
Final Departure Headway, hd (s)	4.17			3.89			3.79			4.39		
Final Degree of Utilization, x	0.015			0.135			0.063			0.095		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, ts (s)	2.17			1.89			1.79			2.39		

Capacity, Delay and Level of Service

Flow Rate, v (veh/h)	13			125			60			78		
Capacity	864			925			950			819		
95% Queue Length, Q_{95} (veh)	0.0			0.5			0.2			0.3		
Control Delay (s/veh)	7.2			7.5			7.0			7.9		
Level of Service, LOS	A			A			A			A		
Approach Delay (s/veh)	7.2			7.5			7.0			7.9		
Approach LOS	A			A			A			A		
Intersection Delay, s/veh | LOS	7.5						A					

Copyright © 2022 University of Florida. All Rights Reserved.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

DocuSign Envelope ID: BC18AF2E-C128-497F-8CB3-ED1AC4F0F421

HCS7 Two-Way Stop-Control Report

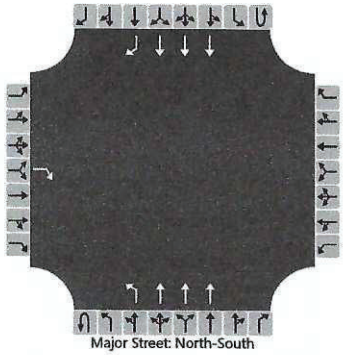
General Information

Analyst	JMB Transportation Eng
Agency/Co.	
Date Performed	6/29/2022
Analysis Year	2022
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	
Jurisdiction	
East/West Street	Center Street
North/South Street	Goodlette Frank Road
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	1		0	0	0	0	1	3	0	0	0	3	1
Configuration				R						L	T				T	R
Volume (veh/h)				134					0	75	1581				1054	59
Percent Heavy Vehicles (%)				0					0	0						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No												No		
Median Type | Storage		Left Only								1						

Critical and Follow-up Headways

Base Critical Headway (sec)				7.1						5.3						
Critical Headway (sec)				7.10						5.30						
Base Follow-Up Headway (sec)				3.9						3.1						
Follow-Up Headway (sec)				3.90						3.10						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)				141						79						
Capacity, c (veh/h)				411						329						
v/c Ratio				0.34						0.24						
95% Queue Length, Q_{95} (veh)				1.5						0.9						
Control Delay (s/veh)				18.3						19.4						
Level of Service (LOS)				C						C						
Approach Delay (s/veh)		18.3								0.9						
Approach LOS		C														

Copyright © 2022 University of Florida. All Rights Reserved.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY

WAIVER APPLICATION FROM THE REQUIRED HISTORICAL AND ARCHAEOLOGICAL SURVEY AND ASSESSMENT

DATE SUBMITTED: _____ PLANNER: _____

PETITION NUMBER ASSOCIATED WITH THE WAIVER: _____

(To Be Completed By Zoning and Land Development Review Staff)

PROJECT NAME: Naples Therapeutic Riding Center Conditional Use

LOCATION: (Common Description) 170 and 206 Ridge Drive

SUMMARY OF WAIVER REQUEST: The Naples Therapeutic Riding Center (NTRC) intends to make site revisions to the existing center which will include the expansion of the existing stable/barn located at the intersection of Goodlette-Frank Road and Center Street, add an additional covered riding arena, and construct a one-story office building to replace one of the residential structures, which has been utilized for the NTRC offices. The newly acquired property (Lot 18) contains a single-family residence. The new Conditional Use Site Plan identifies that the home will remain and fenced paddocks for horses will be added. Naples Therapeutic Riding Center requests a waiver from conducting an archeological assessment due to the prior development which has occurred on-site. No excavation activities are proposed at this time. Naples Therapeutic Riding Center understands that any discovery onsite must comply with LDC Section 2.03.07E.

(Properties located within an area of Historical and Archaeological Probability but with a low potential for historical/archaeological sites may petition the Community Development & Environmental Services Administrator County Manager or designee to waive the requirement for a Historical/Archaeological Survey and Assessment. Once the waiver application has been submitted, it shall be reviewed and acted upon within five (5) working days. The waiver request shall adequately demonstrate that the area has low potential for historical/archaeological sites.)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

SECTION ONE: APPLICANT AND PROPERTY OWNERSHIP DATA

A. Name of applicant (s) (if other than property owner, state relationship such as option holder, contract purchaser, lessee, trustee, etc.): Naples Therapeutic Riding Center, Inc.

Mailing Address: 206 Ridge Drive, Naples, Florida 34108

Phone: 239-596-2988 FAX: _____

E-Mail: msaracino@ntrc.org

B. Name of agent(s) for applicant, if any: D. Wayne Arnold, AICP

Mailing Address: Q. Grady Minor and Associates, P.A., 3800 Via Del Rey, Bonita Springs, Florida 34134

Phone: 239.947.1144 FAX: 239.947.0375

E-Mail: warnold@gradyminor.com

C. Name of owner(s) of property: Same as Applicant

Mailing Address: _____

Phone: ( ) _____ FAX: _____

E-Mail: _____

Note: If names in answers to A and/or B are different than name in C, notarized letter(s) of authorization from property owner (C) must be attached.

SECTION TWO: SUBJECT PROPERTY DATA (Attach copy of the plat book page (obtainable from Clerk's Office at the original scale) with subject property clearly marked.)

A. Legal description of subject property. Answer only 1 or 2, as applicable.

1. Within platted subdivision, recorded in official Plat Books of Collier County.

Subdivision Name: Pine Ridge

Plat Book 3 Page 24 Unit N.A. Block 1 Lot 18, 19, 20 and 21

Section 10 Township 49 S Range 25 E

2. If not in platted subdivision, a complete legal description must be attached which is sufficiently detailed so as to locate said property on County maps or aerial photographs. The legal description must include the Section, Township and

Range. If the applicant includes multiple contiguous parcels, the legal description may describe the perimeter boundary of the total area, and need not describe each individual parcel, except where different zoning requests are made on individual parcels. A boundary sketch is also required. Collier County has the right to reject any legal description, which is not sufficiently detailed so as to locate said property, and may require a certified survey or boundary sketch to be submitted.

B. Property dimensions:

Area: 389,862± square feet, or 8.95+/- acres

Width along roadway: 874± feet (Ridge Drive)

Depth: 472+/- feet

C. Present use of property: Riding facility and single family residences

D. Present zoning classification: A, Agricultural

SECTION THREE: WAIVER CRITERIA

Note: This provision is to cover instances in which it is obvious that any archaeological or historic resource that may have existed has been destroyed. Examples would be evidence that a major building has been constructed on the site or that an area has been excavated.

A. Waiver Request Justification.

1. Interpretation of Aerial Photograph Photo shows existing structures and riding facility

2. Historical Land Use Description: Lots 19, 20 and 21 contain a riding facility and stables and Lot 18 contains a single family residence.

3. Land, cover, formation and vegetation description: Improved properties within platted Pine Ridge subdivision. All 4 parcels have been disturbed.

4. Other: No excavation activities are proposed for the site. None of the structures are historic in nature and improvements have been constructed between mid 1970's through present.

B. The County Manager or designee may deny a waiver, grant the waiver, or grant the waiver with conditions. He shall be authorized to require examination of the site by an accredited archaeologist where deemed appropriate. The applicant shall bear the cost of such evaluation by an independent accredited archaeologist. The decision of the

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

County Manager or designee regarding the waiver request shall be provided to the applicant in writing. In the event of a denial of the waiver request, written notice shall be provided stating the reasons for such denial. Any party aggrieved by a decision of the County Manager or designee regarding a waiver request may appeal to the Preservation Board. Any party aggrieved by a decision of the Preservation Board regarding a waiver request may appeal that decision to the Board of County Commissioners.

SECTION FOUR: CERTIFICATION

A. The applicant shall be responsible for the accuracy and completeness of this application. Any time delays or additional expenses necessitated due to the submittal of inaccurate or incomplete information shall be the responsibility of the applicant.

B. All information submitted with the application becomes a part of the public record and shall be a permanent part of the file.

C. All attachments and exhibits submitted shall be of a size that will fit or conveniently fold to fit into a legal size (8 ½" x 14") folder.

Signature of Applicant or Agent

D. Wayne Arnold, AICP
Printed Name of Applicant or Agent

==========

-TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT SERVICES DIVISION-

SECTION FIVE: NOTICE OF DECISION

The County Manager or designee has made the following determination:

☐ Approved on: _____ By:_____

☐ Approved with Conditions on: _____ By: _____
(see attached)

☐ Denied on: _____ By: _____
(see attached)

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Collier County Property Appraiser
Property Aerial

Parcel No	67185120000	Site Address *Disclaimer	206 RIDGE DR	Site City	NAPLES	Site Zone *Note	341(

Open GIS in a New Window with More Features.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Collier County Property Appraiser
Property Aerial

Parcel No	67185000007	Site Address *Disclaimer	170 RIDGE DR	Site City	NAPLES	Site Zone *Note	341(

Open GIS in a New Window with More Features.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

AFFIDAVIT OF COMPLIANCE

Petitions: PL20210001746 – Naples Therapeutic Riding Center CU

I hereby certify that pursuant to Ordinance 2004-41, of the Collier County Land Development Code, I did cause the attached newspaper advertisement to appear and I did give notice by mail to the following property owners and/or condominium and civic associations whose members may be affected by the proposed land use changes of an application request for a rezoning, PUD amendment, or conditional use, at least 15 days prior to the scheduled Neighborhood Information Meeting. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the county to be notified.* The said notice contained the laymen's description of the site property of proposed change and the date, time, and place of a Neighborhood Information Meeting.

Per the attached letters, property owner's list, and copy of newspaper advertisement which are hereby made a part of this Affidavit of Compliance.

Sharon Umpenhour as Senior Planning Technician
for Q. Grady Minor & Associates, P.A.

State of Florida
County of Lee

The foregoing Affidavit of compliance was acknowledged before me this July 21, 2022 by Sharon Umpenhour as Senior Planning Technician, who is personally known to me.

(Signature of Notary Public)

Carin J. Dwyer
Printed Name of Notary

CARIN J. DWYER
MY COMMISSION # GG 982367
EXPIRES: May 14, 2024
Bonded Thru Notary Public Underwriters

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

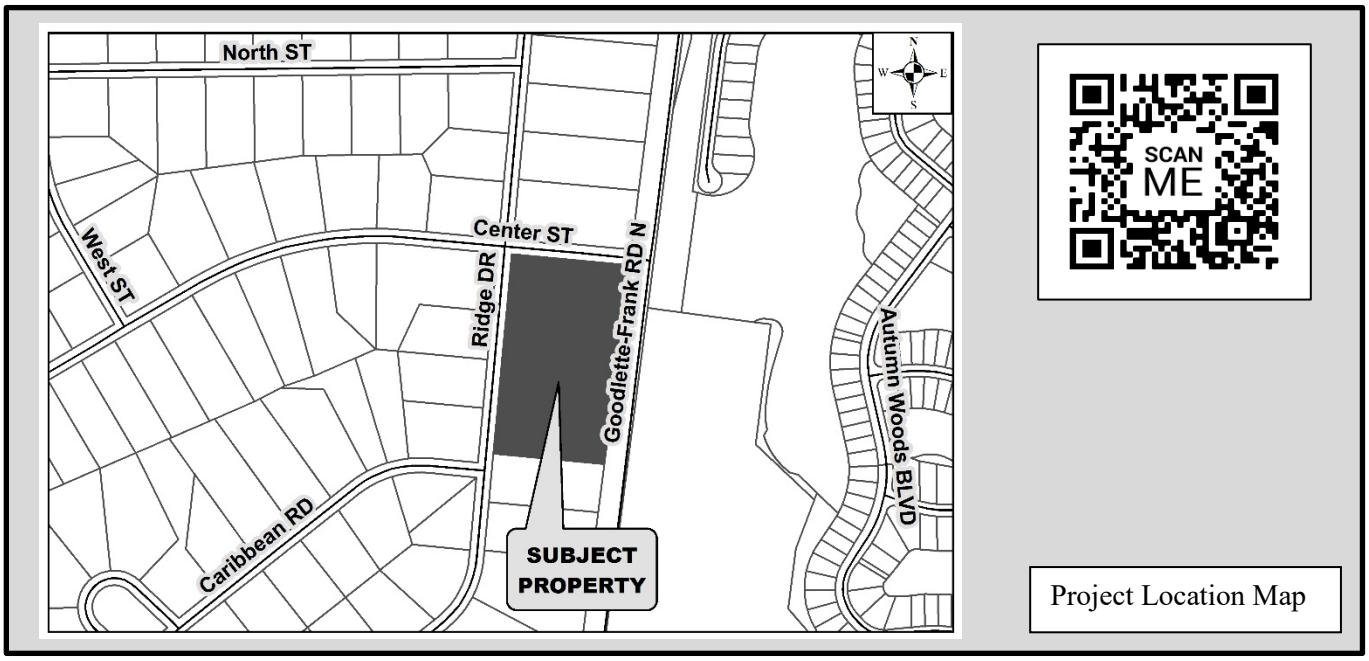
NOTICE OF NEIGHBORHOOD INFORMATION MEETING

PETITION: PL20210001746 – Naples Therapeutic Riding Center CU

In compliance with the Collier County Land Development Code (LDC) requirements, a neighborhood meeting hosted by D. Wayne Arnold, AICP, of Q. Grady Minor and Associates, P.A. and Richard D. Yovanovich, Esq., of Coleman, Yovanovich & Koester, P.A., representing Naples Therapeutic Riding Center, Inc. (Applicant) will be held **August 9, 2022, 5:30 pm** at the **Naples Therapeutic Riding Center, 206 Ridge Drive, Naples, FL 34108.**

Naples Therapeutic Riding Center, Inc. has submitted a formal application to Collier County, seeking approval of a Conditional Use (CU) to allow Uses 19 and 24 of Section 2.03.01(A)(1)(c) of the Land Development Code for continued use of the site for a therapeutic equestrian riding facility and stabling on parcels less than 20 acres in size.

The subject property is comprised of 8.95± acres and is located at 170 and 206 Ridge Drive in Section 10, Township 49 South, Range 25 East, Collier County, Florida.



If you have questions please contact Sharon Umpenhour with GradyMinor by email: sumpenhour@gradyminor.com or phone: 239-947-1144. For project information or to register to participate remotely* go to, gradyminor.com/Planning.

Any information provided is subject to change until final approval by the governing authority. The Neighborhood Information Meeting is an informational meeting, not a public hearing.

**Remote participation is provided as a courtesy and is at the user's risk. The applicant and GradyMinor are not responsible for technical issues.*

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 ● Fax. 239-947-0375
EB 0005151 ● LB 0005151 ● LC 26000266
www.gr

GradyMinor

3800 Via Del Rey
Bonita Springs, FL 34134

PINE RIDGE CIVIC ASSOCIATION OF NAPLES
PO BOX 111208
NAPLES, FL 34108

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Notice: This data belongs to the Collier County Property Appraiser's Office (CCPA). Therefore, the recipient agrees not to represent this data to anyone as other than CCPA provided data. The recipient may not transfer this data to others without consent from the CCPA.

Petition: PL20210001746 | Buffer: 500' | Date: 6/24/2022 | Site Location: 67185000007 and 67185120000

NAME1	NAME2	NAME3	NAME4	NAME5	NAME6	LEGAL1	LEGAL2	LEGAL3	LEGAL4	FOLIO	ADDRESSTYPE
198CARIBBEAN LLC	PO BOX 8211				NAPLES, FL 34101---0	PINE RIDGE BLK D LOT 9, LESS	PORTION OF LOT 9 DESC AS:	BEG NE CNR LOT 9, S5DEGW	300FT, N85DEGW 238.25FT,	67184000008	U
AUTUMN WOODS CMNTY ASSOC INC	% RESORT MANAGEMENT	2685 HORSESHOE DR S #215			NAPLES, FL 34104---0	10 49 25 THAT PORTION OF	UNPLATTED LANDS IN SEC'S 3 &	10 AS DESC IN OR 2678 PGS 23-	25	00240280402	U
AUTUMN WOODS CMNTY ASSOC INC	% RESORT MGMT	2685 HORSESHOE DR S #215			NAPLES, FL 34104---0	AUTUMN WOODS UNIT FOUR	TRACT R4			22597008247	U
AUTUMN WOODS CMNTY ASSOC INC	%RESORT MGMT	2685 HORSESHOE DR S #215			NAPLES, FL 34104---0	AUTUMN WOODS UNIT FOUR	TRACT Z			22597008632	U
AUTUMN WOODS COMMUNITY	ASSOCIATION INC	% RESORT MANAGEMENT	2685 HORSESHOE DR S #215		NAPLES, FL 34104---0	10 49 25 THAT PART OF SEC'S 3	& 10 BEING PROPOSED AUTUMN	WOODS PH 1, LESS AUTUMN WOODS	UNITS ONE, TWO & FOUR, LESS	00240280305	U
BUSH, JUSTIN D & MELISSA J	145 RIDGE DR				NAPLES, FL 34108---0	PINE RIDGE BLK D A PART OF LOT	9 DESC AS FOLL: BEG NE CNR	LOT 9, S5DEGW 300FT, N85DEGW	238.25FT, N16DEGW 49.30FT,	67184000105	U
CARTER, RYAN D & AMY G	7516 CORDOBA CIRCLE				NAPLES, FL 34109---0	PINE RIDGE BLK D LOT 8				67183960000	U
CARTER, RYAN D & AMY G	7516 CORDOBA CIRCLE				NAPLES, FL 34109---0	PINE RIDGE BLK D LOT 10 OR				67184040000	U
CLIFTON, SHARON MARSHALL	134 RIDGE DR				NAPLES, FL 34108---3415	PINE RIDGE BLK I LOT 15				67184880008	U
COLLIER CNTY	TRANSPORTATION RIGHT-OF-WAY	2885 HORSESHOE DRIVE S			NAPLES, FL 34104---0	FRANK BOULEVARD	(FRANK BOULEVARD C-851) & THAT	PORTION ADDED FOR ROAD WIDEN-	ING AS DESC IN OR 3057 PG 3387	34500000107	U
COX, ARTHUR A	146 RIDGE DR				NAPLES, FL 34108---3415	PINE RIDGE BLK I LOT 16				67184920007	U
GURDIAN, XIMENA MARIA AQUINO	233 RIDGE DR				NAPLES, FL 34108---2935	PINE RIDGE BLKS E F G H BLK G	LOT 10			67231560006	U
HALLBERG, CHARLES EDWIN	SHARON LEE HALLBERG	197 CARIBBEAN RD			NAPLES, FL 34108---0	PINE RIDGE BLK C W1/2 16 +	PARCEL IN NE CNR OF LOT 17	DESC IN OR 392 549-50 OR 481	PG 440	67182560003	U
HERTER, JOAN THOMES	158 RIDGE DR				NAPLES, FL 34108---3415	PINE RIDGE BLK I LOT 17				67184960009	U
LEEPER, MATTHEW KYLE	MARGARET F LEEPER	179 RIDGE DR			NAPLES, FL 34108---3417	PINE RIDGE BLK C LOT 14				67182480002	U
MFRC LLC	225 RIDGE DR				NAPLES, FL 34108---0	PINE RIDGE BLKS E F G H BLK G	LOT 11			67231600005	U
MIGLIARO TRUST	201 CARIBBEAN RD				NAPLES, FL 34108---0	PINE RIDGE BLK C E1/2 LOT 16				67182600002	U
MINHAS, MAX & DORIS	215 CARIBBEAN RD				NAPLES, FL 34108---3408	PINE RIDGE BLK C LOT 15				67182520001	U
MOTTOLA, GARY F & IRENE	PO BOX 1005				OAKLAND, NJ 07436---0	PINE RIDGE BLKS E F G H BLK H	LOT 2			67232040004	U
NAPLES EQUESTRIAN CHALLENGE	INC	206 RIDGE DR			NAPLES, FL 34108---3418	PINE RIDGE BLK I	LOTS 18,19,20 & 21			67185120000	U
NORTH NAPLES UNITED	METHODIST CHURCH INC	6000 GOODLETTE RD N			NAPLES, FL 34109---7206	10 49 25 COMM AT NE CNR SEC 10	, S 2629.71FT, S 239.12FT, S89	DEG W 1200.90FT TO POB, S89DEG	W 1020.50FT, N07DEG E 1527.61	00240280208	U
PAPENFUSS, ERIK HANS	YASMIN R PAPENFUSS	209 RIDGE DR			NAPLES, FL 34108---3419	PINE RIDGE BLK C LOT 12 AND	LOT 11			67182400008	U
RUFUS F DUFF IRREV TRUST	235 CENTER ST				NAPLES, FL 34108---2916	PINE RIDGE BLKS E F G H BLK H	LOT 1 LESS S 6FT OF E 251FT			67232000002	U
SANTIAGO, JASON DAVID	ASHLEY NICOLE SANTIAGO	193 CENTER STREET			NAPLES, FL 34108---0	PINE RIDGE BLKS E F G H BLK G	LOT 12			67231640007	U
SOLL FAMILY JOINT REV TRUST	192 NORTH ST				NAPLES, FL 34108---2922	PINE RIDGE BLKS E F G H BLK G	LOT 9			67231520004	U
WESNOFSKE, VINCENT J & ELAINE	193 RIDGE DR				NAPLES, FL 34108---3417	PINE RIDGE BLK C LOT 13				67182440000	U

Naples Daily News
PART OF THE USA TODAY NETWORK
Published Daily
Naples, FL 34110

Q GRADY MINOR ASSOCIATES
3800 VIA DEL REY
BONITA SPRINGS, FL 34134
ATTN

RECEIVED
JUL 28 2022
Q. Grady Minor
& Associates, P.A.

Affidavit of Publication
STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared who on oath says that they serve as legal clerk of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida , for a period of one year next preceding the first publication of the attached copy of advertisement and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

7/21/2022

Subscribed and sworn to before on July 21st, 2022

Notary, State of WI, County of Brown

My commission expires: 5.15.23

NANCY HEYRMAN
Notary Public
State of Wisconsin

PUBLICATION COST: $1,008.00
AD NO: GCI0915763
CUSTOMER NO: 531419
PO#: PUBLIC NOTICE
AD SIZE: DISPLAY AD

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

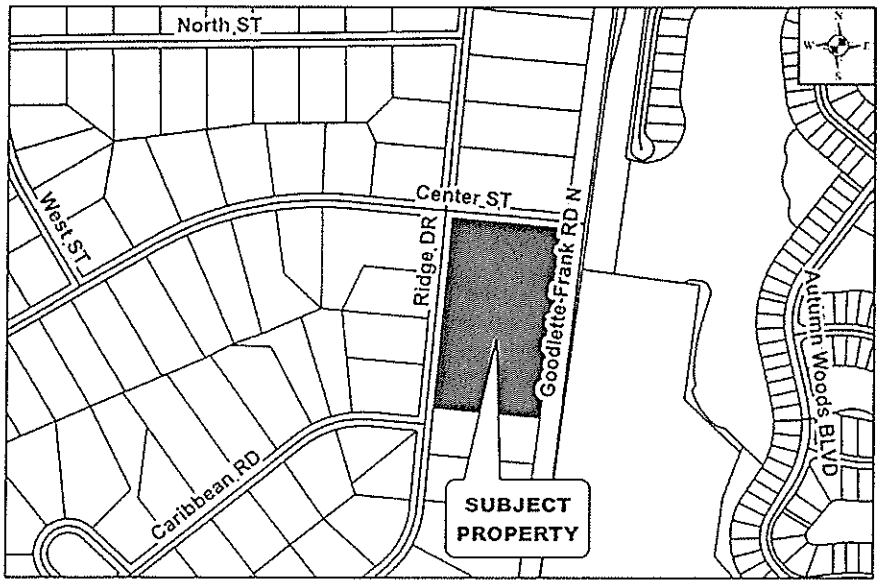
NOTICE OF NEIGHBORHOOD INFORMATION MEETING

PETITION: PL20210001746 – Naples Therapeutic Riding Center CU

In compliance with the Collier County Land Development Code (LDC) requirements, a neighborhood meeting hosted by D. Wayne Arnold, AICP, of Q. Grady Minor and Associates, P.A. and Richard D. Yovanovich, Esq., of Coleman, Yovanovich & Koester, P.A., representing Naples Therapeutic Riding Center, Inc. (Applicant) will be held **August 9, 2022, 5:30 pm at the Naples Therapeutic Riding Center, 206 Ridge Drive, Naples, FL 34108.**

Naples Therapeutic Riding Center, Inc. has submitted a formal application to Collier County, seeking approval of a Conditional Use (CU) to allow Uses 19 and 24 of Section 2.03.01(A)(1)(c) of the Land Development Code for continued use of the site for a therapeutic equestrian riding facility and stabling on parcels less than 20 acres in size.

The subject property is comprised of 8.95± acres and is located at 170 and 206 Ridge Drive in Section 10, Township 49 South, Range 25 East, Collier County, Florida.



If you have questions or comments, contact Sharon Umpenhour with GradyMinor by email: sumpenhour@gradyminor.com or phone: 239-947-1144. For project information or to register to participate remotely* go to, gradyminor.com/Planning.

Any information provided is subject to change until final approval by the governing authority. The Neighborhood Information Meeting is an informational meeting, not a public hearing.

**Remote participation is provided as a courtesy and is at the user's risk. The applicant and GradyMinor are not responsible for technical issues.*

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

PETITION: PL20210001746 – NAPLES THERAPEUTIC RIDING CENTER CONDITIONAL USE

August 9, 2022 Neighborhood Information Meeting (NIM)

Project information and a copy of this presentation can be found on our website:

SCAN ME

www.gradyminor.com/Planning

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

INTRODUCTION

PROJECT TEAM:

- ***Naples Therapeutic Riding Center, Inc.*** – *Applicant*
- ***Richard D. Yovanovich, Esq., Land Use Attorney*** – *Coleman, Yovanovich & Koester, P.A.*
- ***D. Wayne Arnold, AICP, Professional Planner*** – *Q. Grady Minor & Associates, P.A.*
- ***James M. Banks, PE, Traffic Engineer*** – *JMB Transportation Engineering, Inc.*
- ***Marco A. Espinar, Environmental Planning/Biologist*** – *Collier Environmental Consultants, Inc.*

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

LOCATION MAP

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

PROJECT INFORMATION

Existing Future Land Use (FLU): *Urban Residential Subdistrict*

Current Zoning: *A (Agricultural)*

Previous Conditional Use Approvals:

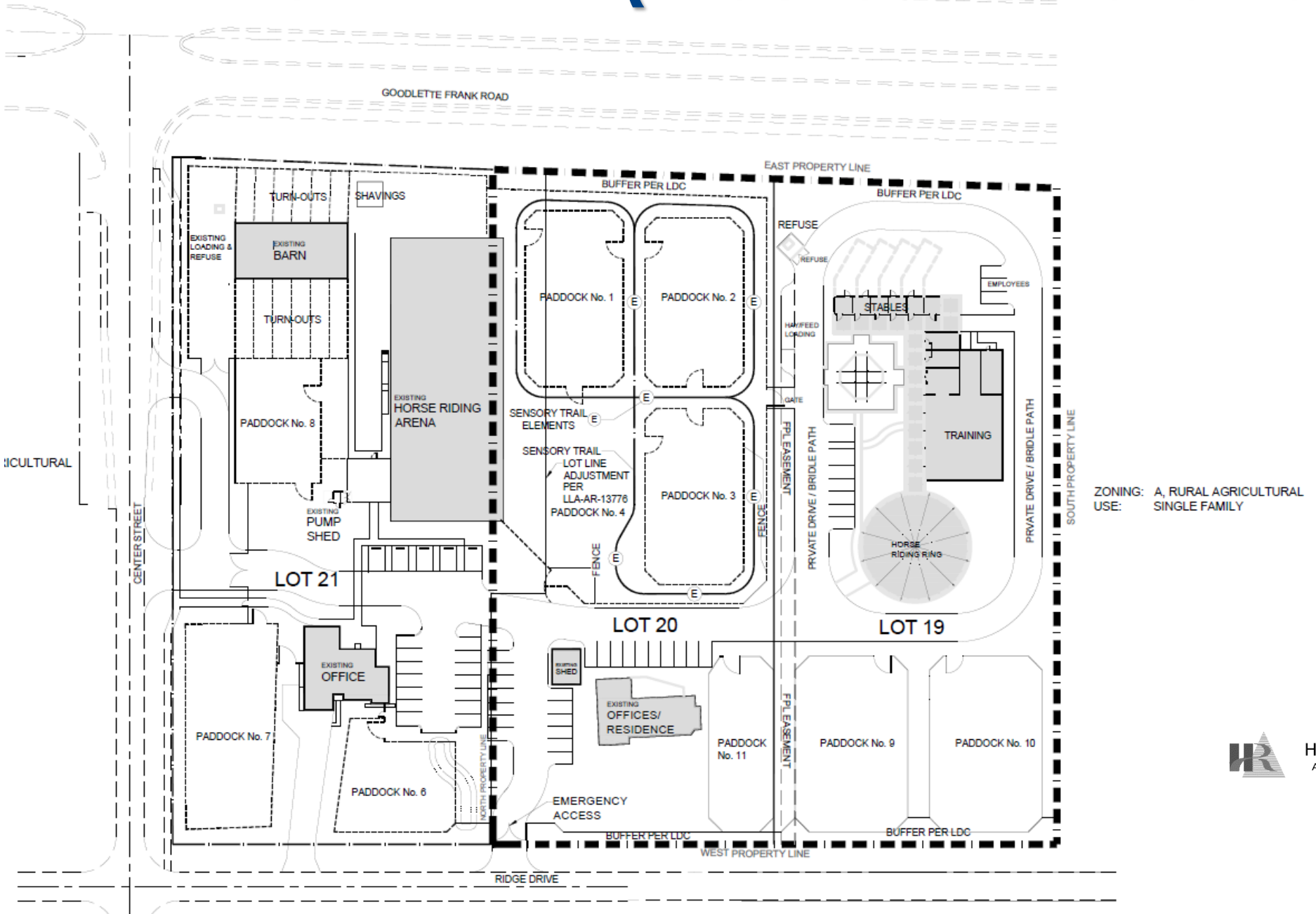
Resolution No. 2000-63
Resolution No. 2013-236

Proposed Request:

The Naples Therapeutic Riding Center recently acquired Lot 18 (2.1 ± ac.) of Pine Ridge subdivision, which is immediately south of the existing facility which operates on Lots 19-21 of Pine Ridge Subdivision. The total campus acreage with lot 18 will be 8.95 ± acres. A conditional use for sports and recreational facilities and stabling on less than 20 acres was approved in 2000 (CU Resolution 2000-063) and 2013 (CU Resolution 2013-236). The proposed Conditional Use proposes to modify the Conditional Use Site Plan to incorporate the newly acquired property into their campus, and to make other site revisions which will include the expansion of the existing stable/barn located at the intersection of Goodlette-Frank Road and Center Street, adding an additional covered riding arena, and construction of a one-story office building to replace one of the residential structures, which has been utilized for the NTRC offices. The newly acquired property contains a single-family residence. The new Conditional Use Site Plan identifies that the home will remain and a detached garage and fenced paddocks for horses will be added. The residence will be utilized to house employees on-site to care for the horses and property.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

APPROVED MASTER PLAN (RESOLUTION 2013-236)

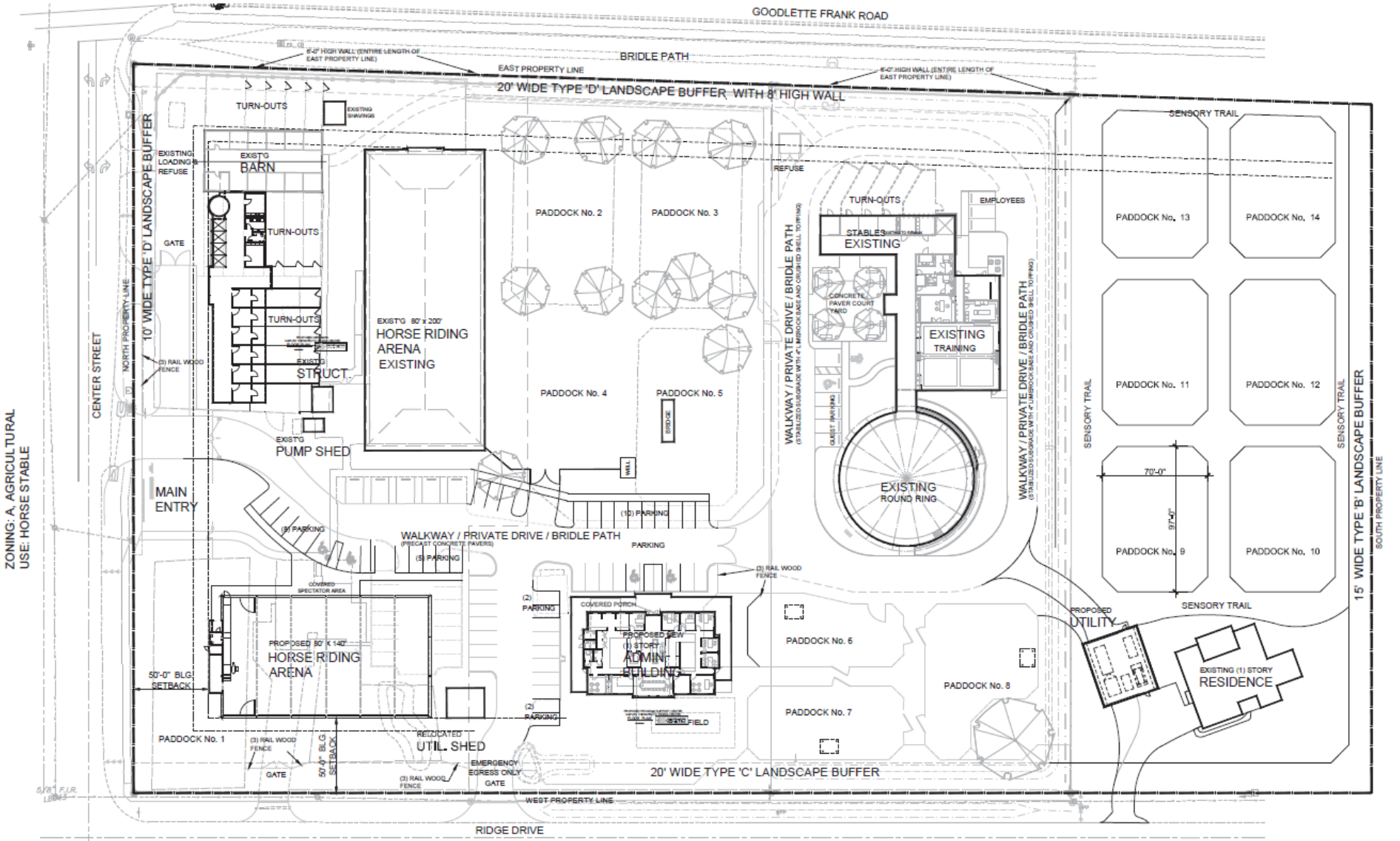


ZONING: A, RURAL AGRICULTURAL
USE: SINGLE FAMILY

HUMPHREY • ROS ARCHITECT

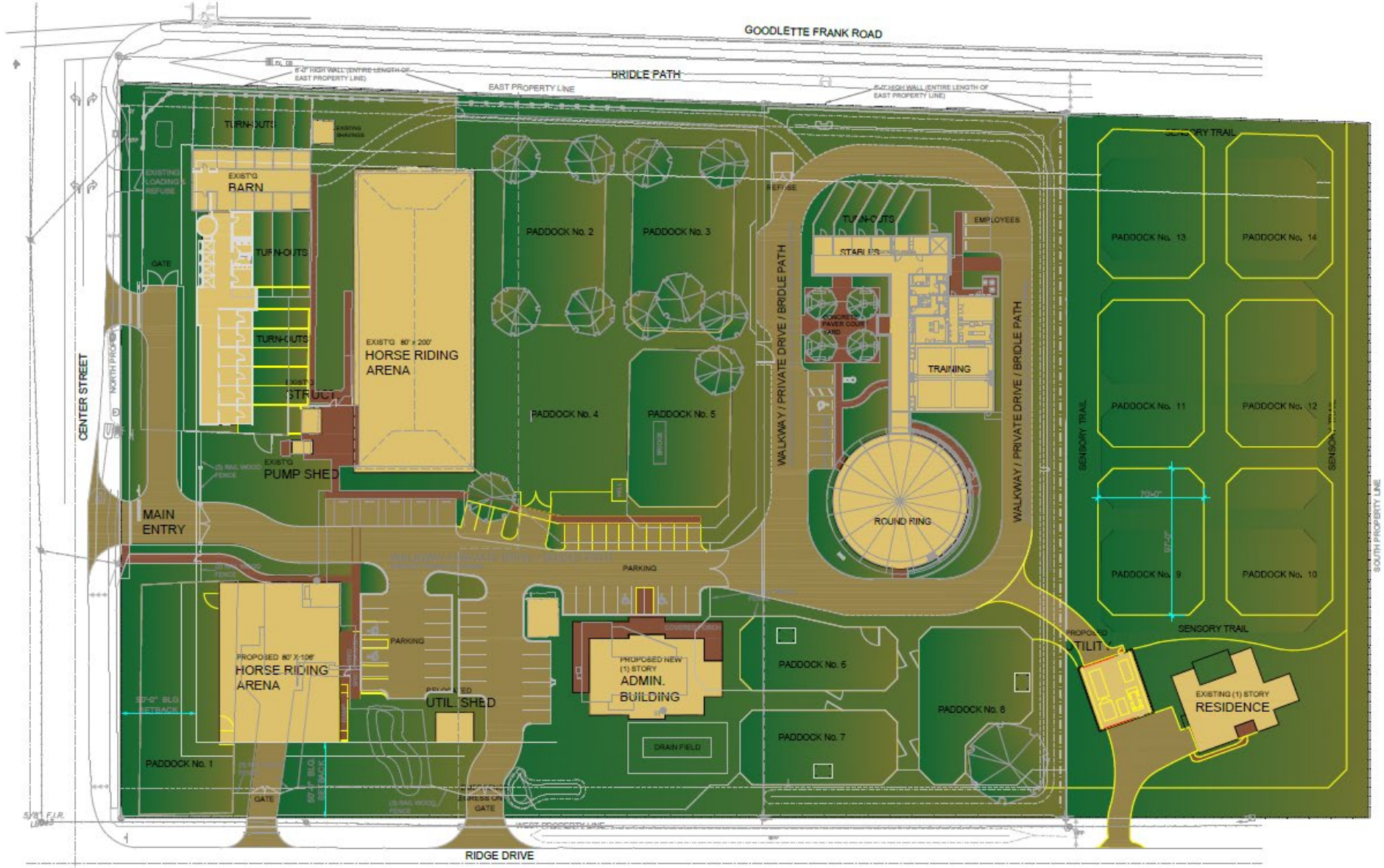
Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

PROPOSED MASTER PLAN



Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

PROPOSED MASTER PLAN



NAPLES THERAPEUTIC RIDING CENTER

MASTER PLAN

01/19/2022

HUMPHREY • ROSAL ARCHITECTS

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

CONCEPTUAL RENDERING

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

PROPOSED CONDITIONS OF APPROVAL

1. No office or business space rental to outside entities.
2. No participant programs are to be held on Sunday.
3. Special events open to the public shall be limited to 4 events per year and follow LDC 5.04.05 temporary event permitting requirements.
4. Maximum building height for principal structures will be 25' zoned building height, except as may be permitted in LDC 4.2.01.D.1., exemptions and exclusions from design standards.
5. Outside lighting shall be limited to low intensity bollards, and no exterior lighting is allowed except as necessary for security and safety. Lights shall be shielded or directed on Lots 18, 19 and 20 to avoid light overflow on adjacent property.
6. Maximum number of stabled horses will be 22 horses.
7. No amplified sound equipment or systems are allowed on Lots 18, 19 and 20.
8. Adjacent to Ridge Drive, an LDC 4.06.02 Type C landscape buffer shall be provided and a Type B landscape buffer will be provided on Lot 18 between Lots 18 and 17.
9. Landscape buffers will be installed with first vertical construction.
10. The emergency gate on Ridge Drive will be constructed of solid decorative material.
11. Any metal roofing will be colored to remove glare.
12. The hours of operation for the facility will be 8:00 am to 8:00 pm. Occasional staff and volunteer training as well as board meetings may extend to 9:00 pm.
13. No street parking or parking on perimeter of the subject property.
14. The facility is limited to a 320 therapeutic rider program participants per week.
15. Access to the equestrian riding and stabling facility shall be limited to Center Street. No participants, volunteers or guests shall use the local streets in Pine Ridge subdivision as through-traffic to other areas of the County, except for residents of Pine Ridge subdivision.
16. This approval is for a non-commercial, not-for-profit, therapeutic equestrian riding facility.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

CONCLUSION

Project information and [illegible] of this presentation can be found on our website:

SCAN ME

www.gradyminor.com/Plann[illegible]

Documents and information can be found online:

- Gradyminor.com/Planning
- Collier County GMD Public Portal: cvportal.colliercountyfl.gov/CityViewWeb

Next Steps

- Hearing sign(s) posted on property advertising Hearing Examiner (HEX) meeting dats.
  - HEX – TBD

Contact:

- **Q. Grady Minor & Associates, P.A.:** Sharon Umpenhour, Senior Planning Technician; sumpenhour@gradyminor.com or 239.947.1144
- **Collier County Staff:** John Kelly, AICP, Senior Planner; john.kelly@colliercountyfl.gov or (239) 252-5719

***Please note, all information provided is subject to change until final approval by the governing authori[illegible]**

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents

Naples Therapeutic Riding Center CU (PL20210001746)
August 9, 2022 NIM Transcript

Wayne Arnold: I don't know who's in the room. So, are we ready to start? Okay. So, I'm Wayne Arnold and we're here representing the Naples Therapeutic Riding Center. I'm - I'm gonna wait until they come –

Speaker 1: Sorry to delay you.

Wayne Arnold: So, we're here representing the riding center for a conditional use and that is so they can do several things and I'll describe those in a minute – the conditional use zone type process and this is Sharon Umpenhour with our office Grady Minor Associates. We have to record these meetings for the county. So, she's in charge of the technology and taking notes and helping with the presentation and then we have members of the county staff that are here as well and we have John Kelly who's handling the conditional use application and Ray Bellows, both from the zoning department.

And I'll let – Brian if you want to start introductions and we can just kinda introduce your board members as we go along.

[00:01:04]

Brian McNamara: Good afternoon. My name is Brian McNamara. I'm the President of the Board for the organization for this year. With me today are Dr. Bill who's a past board member. As well as some of our staff. Mario over here is also on our board. We have some of our staff here as well. If you want to introduce yourselves. I'll let you do that if you want.

Martin D. St.Pierre: So, I'm the new executive director, Martin D. St. Pierre. I'm on day seven. You'll have to remind me that I'm on day seven. So, we appreciate your being here today and um we've got a couple of our four-legged staff members **[inaudible] [00:01:46].**

Wayne Arnold: If you all can make sure to speak up so we can capture. I mean, we can use microphones. But I'd prefer not to if we don't need to. If you can hear me fine.

Cathy Chickerell: I'm Cathy Chickerell. I am handling donor and events management in the office and anything that has to do with handling events and taking donations and those kinds of things.

[00:02:08] That's what I'm doing in the office.

Jennifer Williams: I'm Jennifer Williams. I'm the barn and property director. Some of you look familiar.

Wayne Arnold: And we also have the mini horses in the room.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Rachel Vaa: I'm Rachel Vaa the equine resources manager and this is Raisin.

[Inaudible] [00:02:27]

Wayne Arnold: Thank you all very much. So, it looks like we have three members of the public here. So, we're going to make a short presentation and tell you a little bit about what the application entails and then answer some questions if we have anything and then go from there. So, the property as you all know, we're sitting in the campus and the NTRC purchased last year the property immediately south of us on Ridge Drive and their goal is to bring that into the campus. You know, it's lot 18. It doesn't show very well on the screen.

[00:03:09] But, lot 18 is labeled. That's the new property that we wanna add to the conditional use campus and it has a current home on it. You've seen – if you're a neighbor, you've seen the clearing that's occurred there. They took out all the exotic vegetation and the intent is to retain the residential use, add a utility building, and some horse paddocks and then the residence would be utilized for staff to have a place to have on-site staff uh, living facility and the existing campus will have some minor revisions, too. They're going to expand the barn which means expanding the number of horses and program participants that they can handle.

They wanna add another covered riding arena closer to the ridge and center street and then tear down the house that's been used for their office building and build some true offices on campus. So, that's in a nutshell what they're proposing to do. Uh, that's a long description of the request.

[00:04:08] But it says what I just told you they were hoping to do. This is the approved master plan that does not include lot 18 to the south. So, you can see that we have several different features. We're in – let's label this a training room right here. So, this was added several years ago. This facility with the red writing ring is just outside the window here. What we're proposing to do is just add the lot 18 and I'll show you the revised master plan that we're hoping to get approved by the county. So, I'll go back over and point. That's probably easier since my pointer doesn't work on that screen. So, this is the new lot 18 we'd be adding. So, we're evicting the existing residential home that will remain.

Adding a utility maintenance type building set back sort of behind the residence and then up to six horse paddocks behind there that would be fronting on the Goodlette Frank Road side of the project.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

They're in process right now if you've noticed. They've cleared that.

[00:05:08] They're adding a barn and they're bringing in a wall of landscaping before they get the approval. I mean, they own the property. They're going to utilize it as a residence if all of this doesn't get approved by the county. It will still prove to be a residence and they can continue to utilize it that way. So, other than the case of minor parking reconfiguration of the building we're in, the real changes would occur sort of on what are lots 20 and 21 as we're calling them. Then the administration building would be built in this area closer to Ridge Drive. Parking's going to get reconfigured and then they will build a new area. The configuration of that has changed a little bit.

So, I'm not sure we know exactly what that configuration is going to be. But we know that they'll be proposing that new arena sort of within that portion of the site. If we could just color, it in just because it makes it stand out just a little bit more. So, the barn expansion occurs in this area. A new covered arena in this area. A new administration building over here and reconfigured parking at paddocks.

[00:06:09] And that's really in a nutshell what we're proposing to do for the overall property. This is a rendering showing the expanded uh, barn facility along um, Center Street and made a provision. They have a nice little silo feature that they can use for some of the grain storage or just for an architectural feature for the site. But again, hoping to keep the low-key nature of this thing. Limiting its height to 25-feet with the exception for the silo which maybe architecturally just gives it a little bit more height. Uh, all the properties zoned agriculture today which gives them the ability to have heights up to 35-feet.

So, they've made a concession to keep heights down just because as we've been through this process over the many years, that's been something that the neighbors hope to maintain is a low rural character of the facility. So, conditional use of this property is called. The county has a list of conditions that they impose on the property and they're everything from hours of operation here to number of participants.

[00:07:11]

There are things in there that we're modifying and they're going to continue to be modified as staff continues to review. But I didn't tell you we're in the review process. We have our second round of um, interaction with the county that's occuring now. This process

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

is sort of an intermediate step. We can't go to a public hearing until we have the neighborhood information meeting, and they complete their review. I expect they'll complete their review sometime this month and then we will have a hearing examiner now, instead of going to the board of county commissioners we now qualify to go to the hearing examiner which is a one-step review and public hearing process.

Uh, there is a process for him to kick it out if there are heightened neighborhood concerns about a project. Uh, as far as I know we don't have an EAC, environmental advisory council review, assigned to this project. So, we qualify to go to the hearing examiner which is what we're anticipating to do.

[00:08:08] But all of our information is available on our website and it's also available on the county's website. You can take down this information that has Sharon's contact information and has John Kelly's contact information. You can take a photo of the – up in the corner and it'll take you to a link on our website that has all of this information, and we update it as we progress through the process. As I said, we don't have a hearing date established with the hearing examiner. But I expect it will be sometime early this fall. But that's kind of in a nutshell what we're doing. I'm not going to go through all of the conditions but I'm happy to provide copies of them to anybody.

But um, we're – we think it's a very – one it's much needed. Bill or Brian could tell you much more about the need for this. But you know, servicing the community as they have for 20 years, helping with equine therapy for everything from kids to veterans and they do training for others as well here and that's what this room was built for, to help conduct more group training for people involved in other therapeutic uh, counseling in the community.

[00:09:09] So, unfortunately the need hasn't stopped but we have conditions that impose limitations on hours of operations, numbers of participants, no Sunday activities, only four major events a year. Things like that. So, we believe that with the changes we'll continue to be the good neighbor that they've proven to be. So, with that I'll be happy to stop and answer any questions that you might have. Unless Brian, I don't know if you had anything else you wanted to add.

Brian McNamara: Uh, just briefly. You know, again, we're simply trying to help, you know some of our participants and expand from the perspective of you know, helping more people in the community without having a

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

bigger impact on the neighborhood. Uh, by having a larger amount of horses we can actually put more people on at the same time without impacting the length or duration in which we're on campus providing these lessons and services. So, we're really hopeful that you know, everybody is in support.

[00:10:08] Again, there was concern in the last expansion when this building was developed, and I think history has proven us to be a good neighbor. That we're you know, nice to be around compared to some of the construction that's currently going on especially on Ridge

Wayne: I think, Wayne, just for the record so the listeners can understand who's speaking. I think that what I hear from people in the community, they love the fact that you can be in an urban area and still see horses and there's still agriculturally zoned property in the area where they can know they're not going to have some other type of development that will remain rural in character. So, that's what I think we've tried to accomplish with this site plan after a lot of green space on it still and low impact.

Bill Swartz: I would wanna add, Bill Swartz, that one of the main things that we have a waitlist of like 65 riders or participants that we will be able to go ahead and accommodate with the campus expansion which is really a wonderful thing to be able to do.

[00:11:16]

Bill Schwartz: Um, help people who have just been waiting. waiting, and wait.

Wayne Arnold: Great. Thank you. Okay. Any other –

Neighbor 1: Okay. I'm the neighbor and I want to know Missy told me that there is going to be a horse fence and a big hedge just like you have out here so I will not be able to see anything which is what I want.

Wayne Arnold: Okay.

Neighbor 1: Which horses are quiet **[inaudible] [00:11:41]**. But I want a definite horse fence with that same kind of real heavy vegetation around it on our – on your property line –

Wayne Arnold: Yes.

Neighbor 1: So, I don't see anything. I don't expect to hear anything. Whatever.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Wayne Arnold: Mm-hmm.

Neighbor 1: And also, you're gonna have a big fence at the back just sort of matching your other fence at – at Goodlette?

Wayne Arnold: Yes. Along Goodlette. They're building that fence or are in process of building that fence now, and it will match the existing wall along Goodlette.

[00:12:12]

Neighbor 1: Okay because that will right away will make our houses a little more secured.

Neighbor 1: I've never been – you've never been able to see into my backyard before and right now it's just open. It's exposed to anybody walking down the street and I've never ever had that before and I live by myself. So, I'd like some privacy.

Wayne Arnold: Yes. The county has for the property between lot 18 which is the residential and paddock lot and your lot, the county is going to require us to install the buffer. We obviously want the fence for the security purpose and when you say the horse fence, you mean like the wooden fence that's out here?

Neighbor 1: Yeah. Not a big chain link. It's a horse fence that's just like you have out here, right? You have this with that real heavy strut. If that's what this is gonna be, that's gonna be perfect. Because there's about what? Eight feet? Ten feet? It's pretty high.

Wayne Arnold: Yeah. The county requires us to plant what's called a type B buffer between this property and yours and that's 15-feet wide and it requires opacity. Whether it's a wall or a hedge six feet in height within a year.

[00:13:13] So, you'll get opacity of six feet or higher.

Neighbor 1: Yours is higher than six feet, isn't it?

Wayne Arnold: Yes. It probably is maintained higher than that. But that's the county's minimum requirement. It requires we install it five feet in height, and we have to maintain at six.

Neighbor 1: Oh. Right. Right. Right.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Wayne Arnold: You can go higher, sure.

Neighbor 1: Sure. I want it really private for all of us.

Wayne Arnold: Understood.

Elaine: Elaine wesnowske. Um, I have a question about the new lot. Okay? The ingress/egress is this going to stay the same and not much traffic coming out of that new lot?

Wayne Arnold: That's correct. It's designed to serve the residential lot. I can't tell you for certain that someone won't drive in to grab a trailer or something out of the maintenance building. But it's primarily there because it is going to be used as a residence.

Elaine: But it's not going to be used as everybody coming through here and exiting out?

Wayne Arnold: No, ma'am. It's not.

Neighbor 1: But you can't go there, can you? Because it's gonna be full of stuff.

Wayne Arnold: Yeah. This doesn't go through. That's gonna have a building in this location. So –

[00:14:13]

Elaine: Okay.

Wayne Arnold: The driveway will come in around the garage.

Elaine: Okay.

Wayne Arnold: Obviously from inside, they could come through and grab –

Elaine: Okay.

Wayne Arnold: Things out of the utility building. And then of course, they did propose a century trail. But you've seen the one here. They'll walk a horse with a rider on it occasionally.

Neighbor 1: There's another hedge right past – right behind the house. Is that gonna be the same kind of hedge? The horse – uh, horse fence?

Wayne Arnold: Yeah. All of that from this south property line –

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Neighbor 1: But what about the one that turns in back of the house?

Wayne Arnold: Back here?

Neighbor 1: You will not be able to get through there?

Wayne Arnold: No, ma'am.

Neighbor 1: Perfect.

Wayne Arnold: All right. Anyone else?

Elaine: We are happy to have everyone here as a neighbor.

Wayne Arnold: Well, good. Thank you. I'm happy to hear that.

Elaine: Thank you.

Neighbor 2: I'd like to say one thing.

Wayne Arnold: Sure.

Neighbor 2: I did wanna compliment your whole staff. Everybody here. What you've done aesthetically. What you've done as far as discipline as keeping the gates closed, etcetera especially with what was originally proposed as far as special events and stuff like that and I think you guys are doing a bang-up job.

[00:15:16]

Wayne Arnold: Thank you. Appreciate you saying that.

Martin: And you know if you ever have any concerns, or you see something. We wanna be good neighbors and we've gotta keep an eye out for each other. So, if there's ever anything that we're not doing right or wrong –

Neighbor 1: Everyone has kept their word.

Wayne Arnold: Thank you all very much.

Neighbor 1: Who's going to be living in the house?

Wayne Arnold: I understand – I don't know if you call them barn hands or ranch hands.

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

Jennifer Williams: Yeah. So, it's our caretakers Brian and Chris. So, they actually live here now.

Neighbor 1: Who?

Jennifer Williams: Bryan and Chris. They live here now. They live in the house on the property now.

Neighbor 1: Oh.

Jennifer Williams: So, they do all the maintenance and horse care and stuff. So, they're usually here at 5:30 a.m. getting things installed and stuff. So, if the fence breaks or anything just holler, and we'll get them over there to fix it.

Neighbor 1: Mainly we want privacy which we've always had and all of a sudden people can just walk in right off Goodlette right there and it's very disconcerting.

Bill Schwartz: That will be a priority for us. Yeah.

[00:16:14]

Wayne Arnold: All right. Well thank you all so much for taking your time to come out and join us.

[End of Audio]

Duration: 17 minutes

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

SIGN POSTING INSTRUCTIONS

(CHAPTER 8, COLLIER COUNTY ADMINISTRATIVE CODE FOR LAND DEVELOPMENT)

A zoning sign(s) must be posted by the petitioner or the petitioner's agent on the parcel for a minimum of fifteen (15) calendar days in advance of the first public hearing and said sign(s) must be maintained by the petitioner or the petitioner's agent through the Board of County Commissioners Hearing. Below are general guidelines for signs, however these guidelines should not be construed to supersede any requirement of the LDC. For specific sign requirements, please refer to the Administrative Code, Chapter 8 E.

1. The sign(s) must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
2. The sign(s) must be securely affixed by nails, staples, or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may not be affixed to a tree or other foliage.
3. The petitioner or the petitioner's agent must maintain the sign(s) in place, and readable condition until the requested action has been heard and a final decision rendered. If the sign(s) is destroyed, lost, or rendered unreadable, the petitioner or the petitioner's agent must replace the sign(s)

NOTE: AFTER THE SIGN HAS BEEN POSTED, THIS AFFIDAVIT OF POSTING NOTICE SHOULD BE RETURNED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE FIRST HEARING DATE TO THE ASSIGNED PLANNER.

- - - -

Naples Therapeutic Riding Center CU (PL20210001746)

Posted October 24, 2022

Attachment: Attachment E - Applicant's Backup, Application and Supporting Documents (23731 : PL20210001746 CU 206 Ridge Drive - Naples

COLLIER COUNTY
Collier County Hearing Examiner

Item Number: 3.C
Doc ID: 23701
Item Summary: Petition No. ADA-PL20220004625 - Valencia Golf and Country Club, Orangetree - Appeal filed by Valencia Golf and Country Club HOA, Inc. of the administrative approvals of Planned Unit Development Minor Change Petition PMC-PL20220003657 and Insubstantial Change to Construction Plans ICP-PL20220003659 regarding sidewalks on private property. The subject property is located in the Valencia Golf and Country Club – Phase 2B subdivision, part of the Orangetree Planned Unit Development in Section 23, Township 48 South, Range 27 East, Collier County, Florida. [Mike Bosi, Director, Zoning] Commission District 5

Meeting Date: 11/10/2022

Prepared by:
Title: Zoning Director – Zoning
Name: Mike Bosi
10/19/2022 3:52 PM

Submitted by:
Title: Zoning Director – Zoning
Name: Mike Bosi
10/19/2022 3:52 PM

Approved By:

Review:

Zoning	Mike Bosi	Division Director	Skipped	10/19/2022 10:30 AM
Growth Management Operations & Regulatory Management	Kenneth Kovensky		Review Item Completed	10/19/2022 4:30 PM
Hearing Examiner (GMD Approvers)	Diane Lynch	Review Item	Completed	10/21/2022 4:27 PM
Zoning	James Sabo	Review Item	Completed	10/21/2022 5:08 PM
Zoning	Ray Bellows	Review Item	Completed	10/25/2022 9:28 AM
Zoning	Mike Bosi	Review Item	Completed	10/31/2022 8:13 AM
Hearing Examiner	Andrew Dickman	Meeting Pending	11/10/2022 9:00 AM	

STAFF REPORT

TO: COLLIER COUNTY HEARING EXAMINER

FROM: ZONING DIVISION

HEARING DATE: NOVEMBER 10, 2022

SUBJECT: VALENCIA GOLF AND COUNTRY CLUB HOA ADMINISTRATIVE APPEAL, ADA- PL20220004625

PARTIES:

Valencia Golf & Country Club HOA
1725 Double Eagle Trail
Naples, FL 34120

Agent: Michael R. Whitt, Esq.
Hahn Loeser & Parks, LLP
2400 First Street, Suite 300
Fort Myers, FL 33901

Lennar Homes, LLC
10481 Six Mile Cypress Parkway
Fort Myers, FL 33966
Russell Smith, Division Manager

Agent: Richard D. Yovanovich, Esq.
CYK Lawfirm
4001 Tamiami Trail North, Suite 300
Naples, FL 34103

Collier County Growth Management & Community Development Division
2800 North Horseshoe Drive
Naples, FL 34104

REQUESTED ACTION:

An appeal filed by Valencia Golf and Country Club HOA, Inc. of the administrative approvals of Planned Unit Development Minor Change Petition PMC-PL20220003657 (Attachment "A") and Insubstantial Change to Construction Plans ICP-PL20220003659 (Attachment "B") regarding sidewalks on private property.

JURISDICTION:

The Hearing Examiner has the authority to hear this appeal under LDC Section 8.10.00 and Ordinance No. 2013-25, as amended.

Attachment: staff-report-valencia-appeal-10-19-22 (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

GEOGRAPHIC LOCATION:

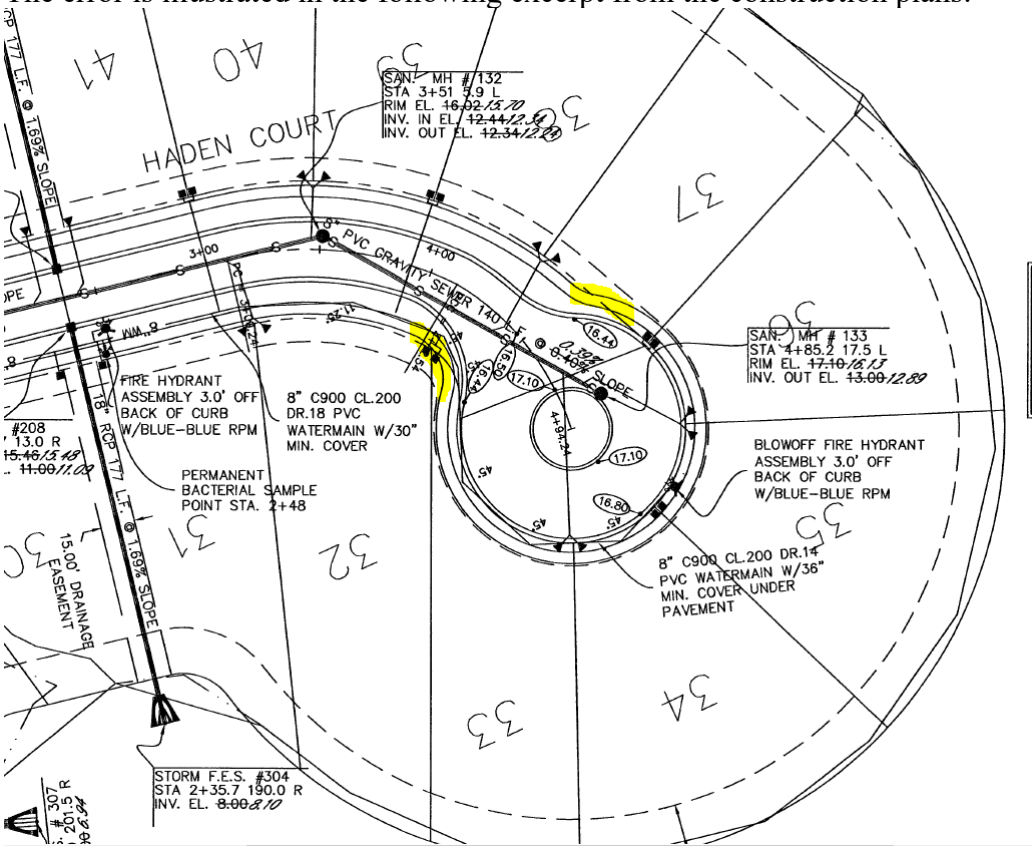
The Valencia Golf and Country Club sub-division within the ±2,138.76 acre Orangetree Planned Unit Development, bounded on the west by Immokalee Road (CR846), on the south by Randall Boulevard and is bounded on the north and easy by drainage ways and both vacant and developed platted lands. Orange Blossom Ranch MPUD also lies to the east. Oil Well Road (CR 858) runs through the project in an east-west direction. (See location map below).

Valencia Golf & Country Club Sub-Division

Considerations: On February 24, 2009, the County approved the construction plans for Valencia Golf & Country Club, Phase 2 and 2A. However, the plans show that the sidewalk on the cul de sacs meanders outside of the private road right-of-way into a county utility easement. There is no sidewalk or road easement in this location. Recently, Lennar Homes, LLC purchased lots along some of the cul de sacs. During processing of the building permits, Valencia Golf & Country Club Homeowner's Association Inc. notified the County of the error.

Attachment: staff-report-valencia-appeal-10-19-22 (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

The error is illustrated in the following excerpt from the construction plans:



The County placed holds on the issuance of the certificates of occupancy, for lots under contract by home purchasers and in some cases, issued temporary certificates of occupancy pending resolution of the sidewalk issue. Subsequently, Lennar filed Planned Unit Development Minor Change Petition PMC-PL20220003657 and Insubstantial Change to Construction Plans ICP-PL20220003659 requesting approval to remove the sidewalk/not build the sidewalk on private property.

On May 20, 2022 the Growth Management Department issued an approval letter to Steve Coleman of Barraco and Associates (PMC-PL20220003657) to omit approximately 566 square yards of sidewalk within the Public Utilities Easement located at the Hagen Court and Lema Court cul-de-sacs that fronts Lots 14, 16-18, 20-21 and 33-38, and add crosswalk signage and pavement markings. Attachment "A"That approval was subsequently revised to add a condition to the crosswalk signage and markings to read, "If the Valencia Golf and Country Club Homeowners Association, Inc. does not consent to the installation of crosswalks on Hagen and Lema Court by September 6, 2022, then the sidewalks shall terminate at Lot #32 and Lot#38 (Hagen Ct) and Lot #22 and Lot#11 (Lema Ct), and the crosswalks shall not be installed." Attachment "C"

On May 31, 2022 the Growth Management Department issued an approval letter to a request from Lauren Colarusso of Coleman of Barraco and Associates for an insubstantial change to Construction Plan ICP-PL20220003659 depicting plans showing modification to revise the construction plans to omit approximately 566 s.y. of sidewalk located at the Hagen Court and Lema Court cul-de-sacs in the front of Lots #11-21 and #33-38, and add crosswalk signage and pavement markings on Hagen

Attachment: staff-report-valencia-appeal-10-19-22 (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Court and Lema Court. This approval letter was subsequently revised on August 3, 2022 to add a stipulation which reads, "If the Valencia Golf and Country Club Homeowners Association, Inc. does not consent to the installation of crosswalks on Hagen Court and Lema Court by September 6, 2022, then the sidewalks shall terminate at Lot #32 and Lot #38 (Hagen Ct) and at Lot #22 and Lot #11 (Lema Ct), and the crosswalks shall not be installed." Attachment "D"

Both modifications were based upon the fact that the approved plat for Valencia Golf and Country Club does not provide adequate right-of-way within its cul-de-sacs to accommodate sidewalks within the right-of-way and the sidewalks were constructed within the 23-foot setback requirement between a garage and the sidewalk. As shown within the below aerial.

It should be noted that within the existing development two cul-de-sacs currently violate the 23-foot setback and create the health, safety and welfare condition expressed by the HOA in a April 26, 2022 e-mail. (Attachment -E)

The first aerial on the following page is Saraazen Pl an existing cul-de-sac within Valencia Golf and Country Club and shows the sidewalk location as outside of the R-O-W and within the 23-foot required setback.

The second aerial on the following page is Vardin Pl an existing cul-de-sac within Valencia Golf and Country Club and shows the sidewalk location as outside of the R-O-W and within the 23-foot required setback.

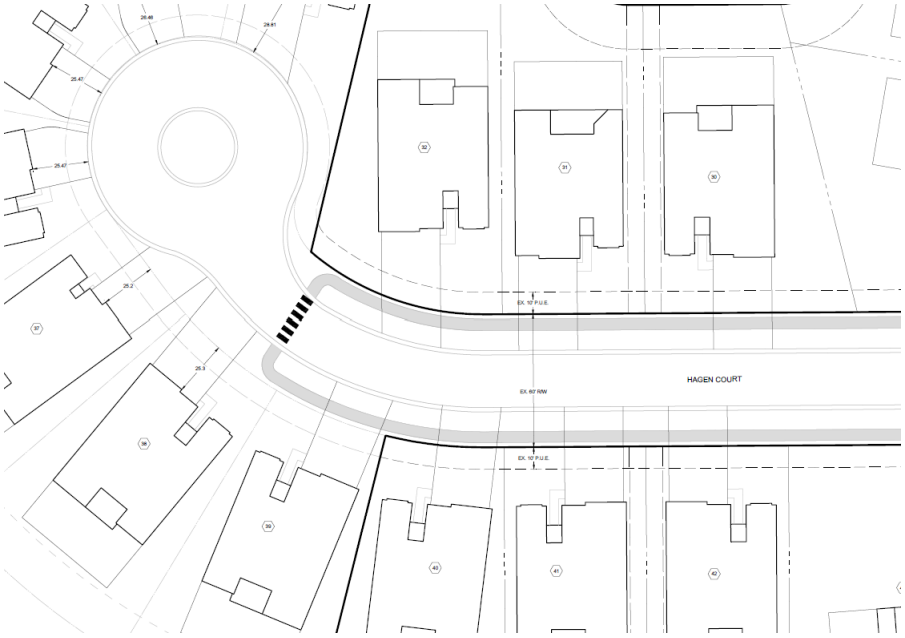
Attachment: staff-report-valencia-appeal-10-19-22 (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Attachment: staff-report-valencia-appeal-10-19-22 (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

County Position:

LDC Section 6.06.02.A2 requires sidewalks on both sides of the street of private rights-of-way "unless otherwise determined by the County Manager or designee that the existing ROW cross section is physically- constrained or construction would result in unsafe conditions" per Footnote 2.

Section 6.06.02.A.2 of the LDC recognizes that in instances of the constrained right-of-way and lack of easement rights in a location, the County clearly has the ability to determine that this location is physically constrained and not able to accommodate sidewalks. As such the County arrived upon a solution recognizing the installed sidewalks were outside of the R-O-W and on private property and created a conflict related to the 23-foot setback requirement for sidewalks from a garage.



The HOA's position is provided for in Attachment-F & G

Lennar's position is provided for in Attachment-H

STAFF RECOMMENDATION:

Staff recommends that the Collier County Hearing Examiner **deny** the appeal.

Attachment: staff-report-valencia-appeal-10-19-22 (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Collier County
Growth Management Department
Zoning Services Section

May 20, 2022

Mr. Steve Coleman
Barraco and Associates, Inc.
2271 McGregor Boulevard, STE 100
Estero, FL 33928

RE: PMC-PL20220003657, Minor Change to the Orangetree PUD Master Plan (Ordinance No. 12-09)

Dear Mr. Coleman:

In your application, you have asked staff to consider a proposed PUD Minor Change (PMC) to the above referenced PUD Master Plan pursuant to Section 10.02.13.E.3 of the Land Development Code (LDC). The proposed PMC seeks to add the attached Sidewalk Exhibit 2A (dated: May 6, 2022) to the approved PUD Master Plan.

This request entails revising the construction plans to omit approximately 566 square yards of sidewalk approved within the PUE located at the Hagen Court and Lema Court cul-de-sacs that front of Lots 14, 16-18, 20-21 and 33-38, and add crosswalk signage and pavement markings on Hagen Court.

I have reviewed the amended PUD Master Plan and have determined that the proposed minor refinements are consistent with the Collier County Growth Management Plan and with the applicable criteria contained in the LDC for minor changes to an approved Master Plan.

You may wish to have this letter recorded in the official records of Collier County as a permanent record of the approval.

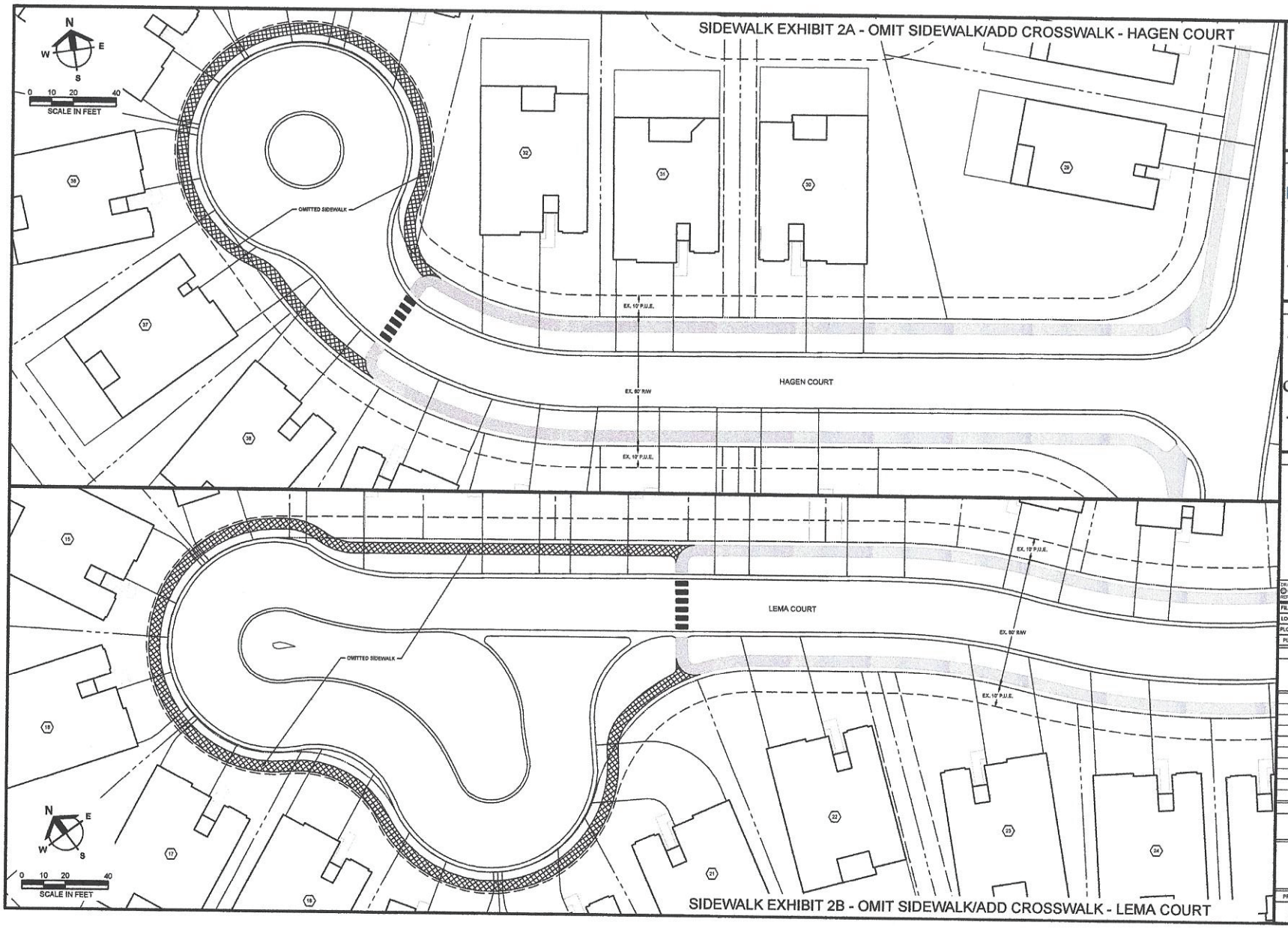
If you should have any questions, please do not hesitate to contact me.

Sincerely,

Raymond Bellows, Zoning Section Manager
Zoning Division – Growth Management Department

cc: Laurie Beard, PUD Monitoring

Attachment: PMC-PL20220003657Attachement-A (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)



Barraco and Associates, I
CIVIL ENGINEERING - LAND SURVEY
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 10
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-280
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZA
ENGINEERING 7995 - SURVEYING LB-6

PREPARED FOR

LENNAR

LENNAR HOMES
10471 BEN C PRATT / 6 MILE
CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966

PHONE (239) 275-1177
FAX (239) 931-4749

PROJECT DESCRIPTION

VALENCIA GOLF AND COUNTRY CLU PHASE 2B

COLLIER COUNTY, FLORIDA

DRAWING NOT VALID WITHOUT SEAL, SIGNATURE AND D
© COPYRIGHT 2022, BARRACO AND ASSOCIATES, I
REPRODUCTION, CHANGES OR ASSIGNMENTS ARE PROHIB

FILE NAME 23834A30 EX.2 (COMBINED).DWG
LOCATION J:\23834\DWG\METRO-FIT\EXHIBIT\SI
PLOT DATE FRI, 5-6-2022 - 1:59 PM
PLOT BY PEYTON GAUSE
CROSS REFERENCED DRAWINGS

PLAN REVISIONS

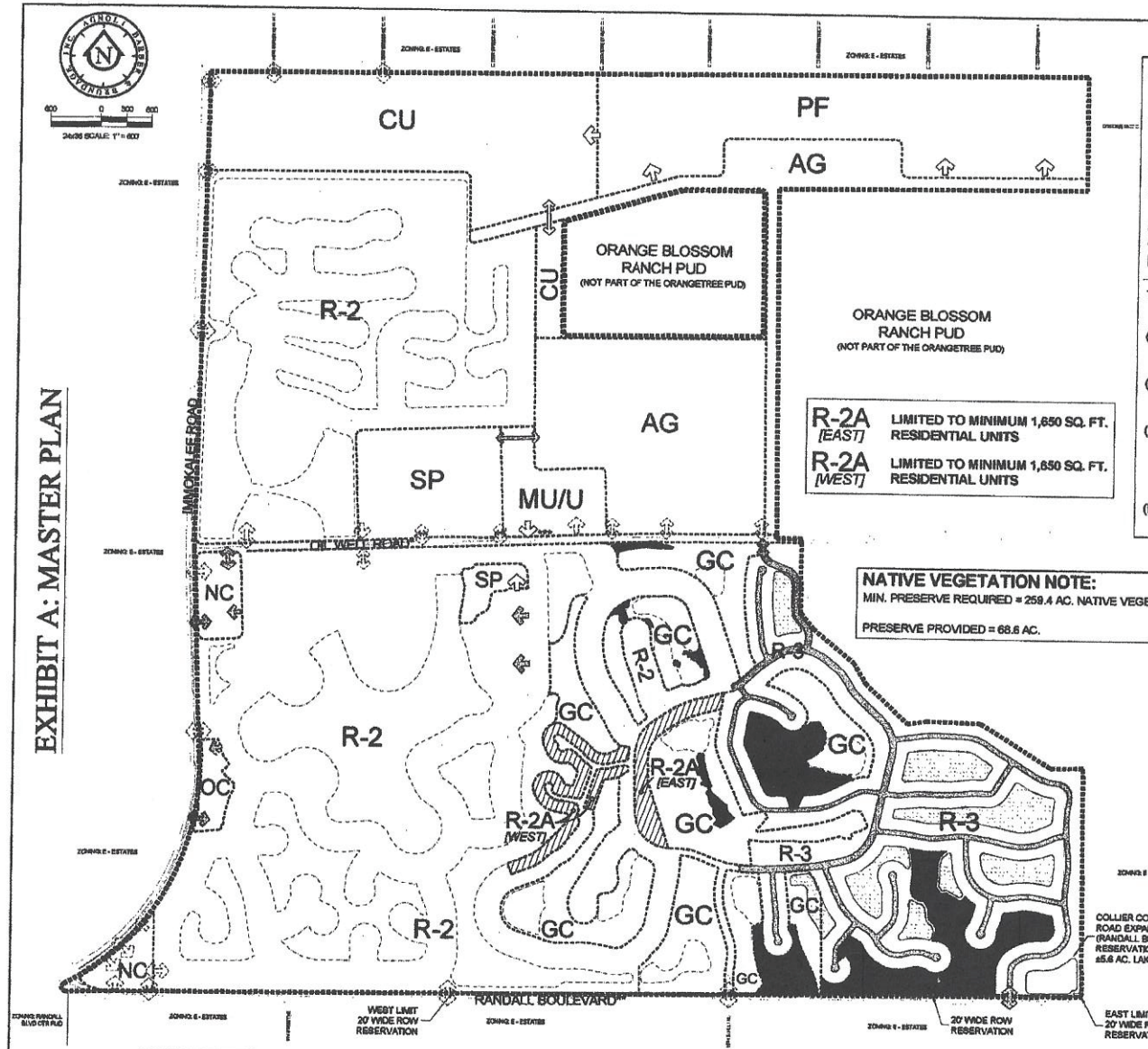
PLAN STATUS
EXHIBIT
05-06-2022

SIDEWALK EXHIBITS 2A & 2B

PROJECT / FILE NO.	SHEET NUMBER
23834	EX

Attachment: PMC-PL20220003657Attachement-A (23701 : PL20220004625 - Valencia Golf & Country Club

EXHIBIT A: MASTER PLAN



LAND USE SUMMARY:

DESCRIPTION	SYMBOL	UNITS	± ACREAGE
AGRICULTURE	AG	--	198.3
GOLF COURSE (1)	GC	(b)	198.0
RESIDENTIAL (2)	(R-2, R-3)	3,150,(b)	1316.7
SCHOOLS AND PARKS	SP	--	62.1
PUBLIC FACILITY	PF	--	147.0
COMMUNITY USE	CU	--	155.2
NEIGHBORHOOD COMMERCIAL	NC	(a)	23.9
OFFICE COMMERCIAL	OC	(a)	9.4
MIXED USE / UTILITY	MU/U	(a),(b)	28.2
TOTAL:		3,150	2,138.8

(1) GOLF COURSE ACREAGE INCLUDES LAKES AND PRESERVE AREAS INTERNAL TO THE GOLF COURSE LAND USE DESIGNATION.

(2) RESIDENTIAL ACREAGE INCLUDES R.O.W., LAKES AND PRESERVE AREAS INTERNAL TO THE RESIDENTIAL LAND USE DESIGNATION.

(a) TOTAL COMMERCIAL SQUARE FOOTAGE WITHIN THE ORANGETREE PUD SHALL NOT EXCEED 332,000 SF GROSS BUILDING FLOOR AREA. ALLOCATION OF SQUARE FOOTAGE BETWEEN NC, OC & MU SHALL BE DETERMINED AT TIME OF DEVELOPMENT ORDER.

(b) TOTAL RESIDENTIAL UNITS SHALL NOT EXCEED 3,150 UNITS IN RESIDENTIAL, MIXED USE AND GOLF COURSE AREAS.

R-2A [EAST] LIMITED TO MINIMUM 1,650 SQ. FT. RESIDENTIAL UNITS

R-2A [WEST] LIMITED TO MINIMUM 1,650 SQ. FT. RESIDENTIAL UNITS

NATIVE VEGETATION NOTE:

MIN. PRESERVE REQUIRED = 259.4 AC. NATIVE VEGETATION X 0.25 = 64.9 AC.

PRESERVE PROVIDED = 68.6 AC.

LEGEND:

- ORANGETREE PUD BOUNDARY
- LAND USE DESIGNATION BORDER
- EXISTING ACCESS POINT
- FUTURE ACCESS POINT
- EXISTING R.O.W.
- FUTURE R.O.W.
- EXISTING LAKE
- FUTURE LAKE
- PRESERVE AREA (68.6 AC)

ROADWAY NOTES:

* FUTURE OIL WELL ROAD EXPANSION LINE WORK PROVIDED BY CH2M HILL

** FUTURE RANDALL BOULEVARD EXPANSION LINE WORK PROVIDED BY COLLIER COUNTY TECM

*** EMERGENCY ACCESS

NOTE:
1) THE LOCATIONS, AMOUNTS AND CONFIGURATIONS OF DEPICTED IMPROVEMENTS ARE CONCEPTUALLY SHOWN FOR ILLUSTRATIVE PURPOSES AND ARE SUBJECT TO CHANGE DURING FINAL DESIGN AND PERMITTING. WATER MANAGEMENT AREAS MAY BE RELOCATED AND SUCH CHANGES WILL BE CONSIDERED MINOR AND CONSISTENT WITH THE APPROVED P.U.D. MASTER PLAN.
2) SEE ACCESS MANAGEMENT PLAN FOR ADDITIONAL INTERSECTION INFORMATION.
3) ACCESS POINTS SHOWN WITHIN THE PUD MASTER PLAN ARE CONSIDERED CONCEPTUAL AND SUBJECT TO LDC SECTION 6.06.01.C.1&2. FINAL LOCATION & NUMBER HAVE NOT BEEN APPROVED BY COUNTY.

REVISED FEBRUARY 14, 2012

ORANGETREE ASSOCIATES
4500 EXECUTIVE DRIVE, SUITE 110
NAPLES, FLORIDA 34119

ORANGETREE PUDA REZONE

MASTER PLAN

ACAD FILE NAME: 10457_PUDA_mst

ABB PROJECT #: 10-0044

PLOT VIEW \ LAYOUT: PUDA

SHEET 1 OF 1

Acad File #: 10457

Attachment: PMC-PL20220003657Attachement-A (23701 : PL20220004625 - Valencia Golf & Country Club

Attachment: PMC-PL20220003657Attachement-A (23701 : PL20220004625 - Valencia Golf & Country Club

Collier County
Growth Management Department

May 31, 2022

Lauren Colarusso, Barraco and Associates, Inc.
2271 McGregor Boulevard - Suite 100
Fort Myers, FL 33901

RE: Insubstantial Change to Construction Plan PL20220003659
Valencia Golf and Country Club Sidewalks (ICP)

Dear Applicant:

This is in response to your submittal of plans showing modification to CDPAR-8975 to revise the construction plans to omit approximately 566 s.y. of sidewalk located at the Hagen Court and Lema Court cul-de-sacs in the front of Lots 11-21 and 33-38, and add crosswalk signage and pavement markings on Hagen Court and Lema Court.

STIPULATIONS:

- Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. This permit is conditioned on all other applicable state or federal permits being obtained before commencement of the development.
- PURSUANT TO HB 503, PLEASE COMPLETE THE ATTACHED AFFIDAVIT OF COMPLIANCE AND PROVIDE TO CLIENT SERVICES STAFF (252-2400). INCLUDE THE BALANCE OF ANY OUTSTANDING INSPECTION FEES TOGETHER WITH ANY REQUIRED STATE OR FEDERAL PERMITS. UPON PROCESSING THE AFFIDAVIT OF COMPLIANCE, A PRE-CONSTRUCTION MEETING MAY BE SCHEDULED.

This office has reviewed the plans and has no objection to the changes shown unless noted under stipulations.

SIGNAGE RESTRICTIONS:

- Please be advised that any permanent sign (wall, ground, monument, directory, etc.) requires a separate building permit and must meet the provisions of the Collier County Land Development Code, Section 5.06.00, and/or the applicable provisions of the governing Planned Unit Development (PUD) document, regardless of any sign placement, dimensions or color depicted on the site and/or architectural plans approved by this letter.

Sincerely,

Development Review Division

Growth Management Department
2800 N. Horseshoe Dr.
Naples, Florida 34104
239-252-2400

Attachment: ICP-Attachment-B (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Collier County
Growth Management Department
Zoning Services Section

Revised Letter

May 20, 2022

Mr. Steve Coleman
Barraco and Associates, Inc.
2271 McGregor Boulevard, STE 100
Estero, FL 33928

RE: PMC-PL20220003657, Minor Change to the Orangetree PUD Master Plan (Ordinance No. 12-09)

Dear Mr. Coleman:

In your application, you have asked staff to consider a proposed PUD Minor Change (PMC) to the above referenced PUD Master Plan pursuant to Section 10.02.13.E.3 of the Land Development Code (LDC). The proposed PMC seeks to add the attached Sidewalk Exhibit 2A (dated: May 6, 2022) to the approved PUD Master Plan.

This request entails revising the construction plans to omit approximately 566 square yards of sidewalk approved within the PUE located at the Hagen Court and Lema Court cul-de-sacs that front of Lots 14, 16-18, 20-21 and 33-38, and add crosswalk signage and pavement markings on Hagen Court.

I have reviewed the amended PUD Master Plan and have determined that the proposed minor refinements are consistent with the Collier County Growth Management Plan and with the applicable criteria contained in the LDC for minor changes to an approved Master Plan subject to the following condition:

1. If the Valencia Golf and Country Club Homeowners Association, Inc. does not consent to the installation of crosswalks on Hagen Court and Lema Court by September 6, 2022, then the sidewalks shall terminate at Lot #32 and Lot #38 (Hagen Ct) and at Lot #22 and Lot #11 (Lema Ct), and the crosswalks shall not be installed.

You may wish to have this letter recorded in the official records of Collier County as a permanent record of the approval.

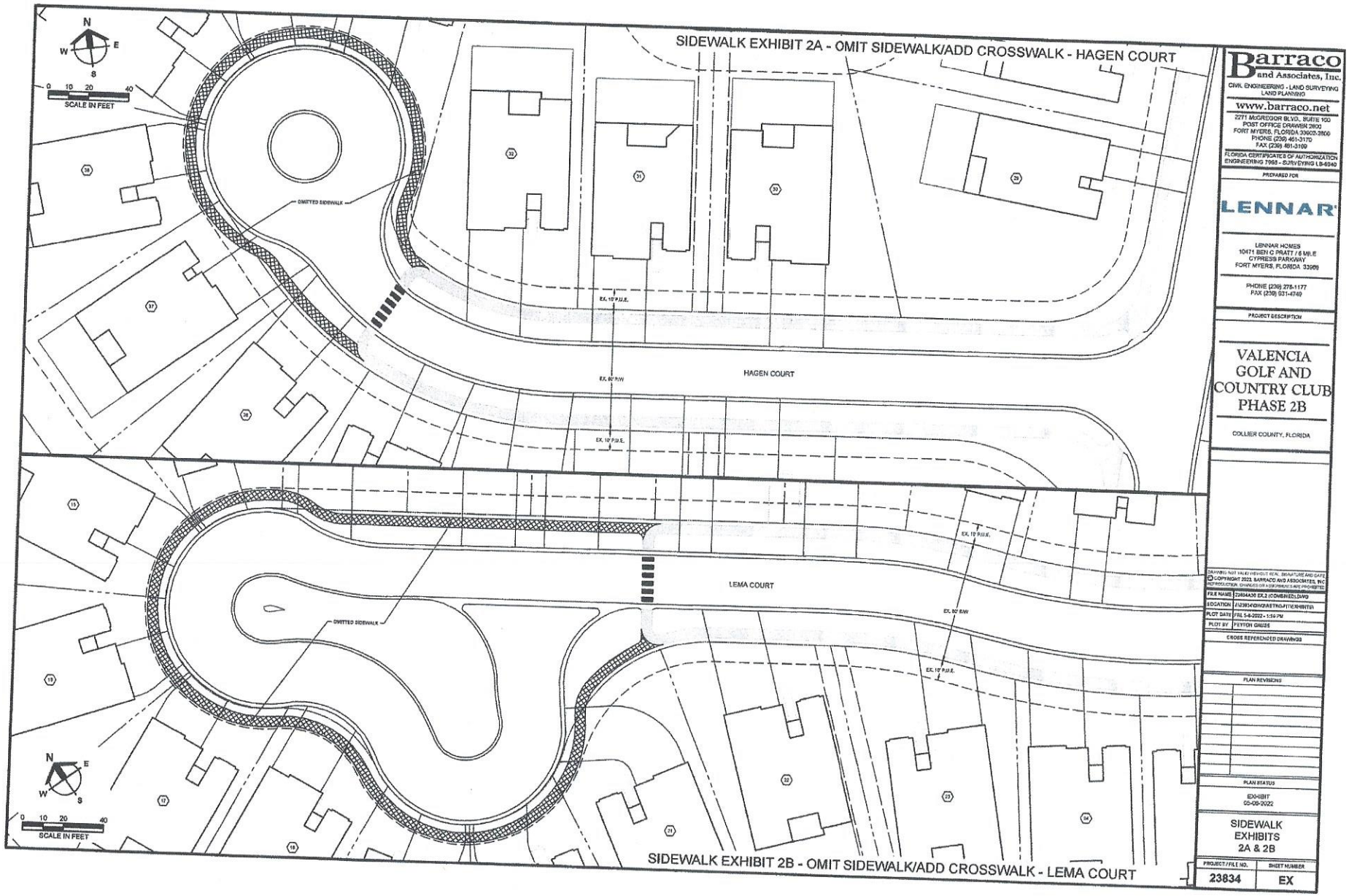
If you should have any questions, please do not hesitate to contact me.

Sincerely,

Raymond Bellows, Zoning Section Manager
Zoning Division – Growth Management Department

cc: Laurie Beard, PUD Monitoring

Attachment: PMC-PL20220003657-Attachment-C (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)



Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7968 - SURVEYING LB-6940

PREPARED FOR

LENNAR

LENNAR HOMES
10471 BEN C PRATT / 6 MILE
CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966
PHONE (239) 275-1177
FAX (239) 931-4749

PROJECT DESCRIPTION

VALENCIA GOLF AND COUNTRY CLUB PHASE 2B

COLLIER COUNTY, FLORIDA

DRAWING NOT VALID WITHOUT REAL SIGNATURE AND DATE
© COPYRIGHT 2022, BARRACO AND ASSOCIATES, INC.
REPRODUCTION, CHANGES OR ASSIGNMENT ARE PROHIBITED

FILE NAME	23834A30 EX 2 (COMBINED).DWG
LOCATION	J:\23834\DWG\MISTING-FITEXHIBITS
PLOT DATE	FRI, 5-6-2022 - 1:59 PM
PLOT BY	PEYTON GRIZZE

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

PLAN STATUS

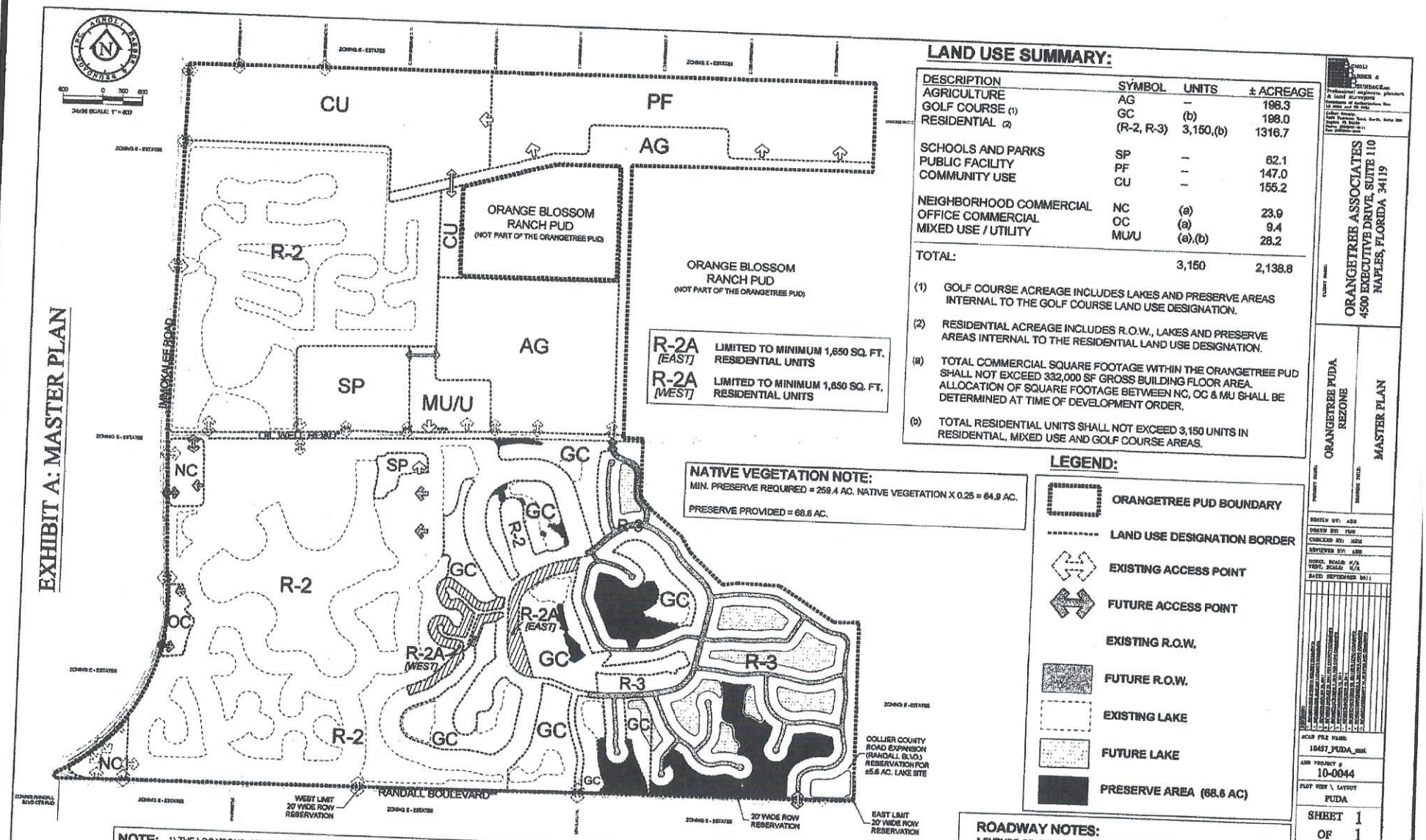
EXHIBIT
05-06-2022

SIDEWALK EXHIBITS 2A & 2B

PROJECT / FILE NO.	SHEET NUMBER
23834	EX

Attachment: PMC-PL20220003657-Attachment-C (23701 : PL20220004625 - Valencia Golf & Country Club

EXHIBIT A: MASTER PLAN



LAND USE SUMMARY:

DESCRIPTION	SYMBOL	UNITS	± ACREAGE
AGRICULTURE	AG	–	198.3
GOLF COURSE (1)	GC	(b)	198.0
RESIDENTIAL (2)	(R-2, R-3)	3,150,(b)	1316.7
SCHOOLS AND PARKS	SP	–	62.1
PUBLIC FACILITY	PF	–	147.0
COMMUNITY USE	CU	–	155.2
NEIGHBORHOOD COMMERCIAL	NC	(a)	23.9
OFFICE COMMERCIAL	OC	(a)	9.4
MIXED USE / UTILITY	MU/U	(a),(b)	28.2
TOTAL:		3,150	2,138.8

(1) GOLF COURSE ACREAGE INCLUDES LAKES AND PRESERVE AREAS INTERNAL TO THE GOLF COURSE LAND USE DESIGNATION.

(2) RESIDENTIAL ACREAGE INCLUDES R.O.W., LAKES AND PRESERVE AREAS INTERNAL TO THE RESIDENTIAL LAND USE DESIGNATION.

(a) TOTAL COMMERCIAL SQUARE FOOTAGE WITHIN THE ORANGETREE PUD SHALL NOT EXCEED 332,000 SF GROSS BUILDING FLOOR AREA. ALLOCATION OF SQUARE FOOTAGE BETWEEN NC, OC & MU SHALL BE DETERMINED AT TIME OF DEVELOPMENT ORDER.

(b) TOTAL RESIDENTIAL UNITS SHALL NOT EXCEED 3,150 UNITS IN RESIDENTIAL, MIXED USE AND GOLF COURSE AREAS.

R-2A (EAST) LIMITED TO MINIMUM 1,650 SQ. FT. RESIDENTIAL UNITS

R-2A (WEST) LIMITED TO MINIMUM 1,650 SQ. FT. RESIDENTIAL UNITS

NATIVE VEGETATION NOTE:

MIN. PRESERVE REQUIRED = 259.4 AC. NATIVE VEGETATION X 0.25 = 64.9 AC.

PRESERVE PROVIDED = 68.6 AC.

LEGEND:

- ORANGETREE PUD BOUNDARY
- LAND USE DESIGNATION BORDER
- EXISTING ACCESS POINT
- FUTURE ACCESS POINT
- EXISTING R.O.W.
- FUTURE R.O.W.
- EXISTING LAKE
- FUTURE LAKE
- PRESERVE AREA (68.6 AC)

NOTE:
1) THE LOCATIONS, AMOUNTS AND CONFIGURATIONS OF DEPICTED IMPROVEMENTS ARE CONCEPTUALLY SHOWN FOR ILLUSTRATIVE PURPOSES AND ARE SUBJECT TO CHANGE DURING FINAL DESIGN AND PERMITTING. WATER MANAGEMENT AREAS MAY BE RELOCATED AND SUCH CHANGES WILL BE CONSIDERED MINOR AND CONSISTENT WITH THE APPROVED P.U.D. MASTER PLAN.
2) SEE ACCESS MANAGEMENT PLAN FOR ADDITIONAL INTERSECTION INFORMATION.
3) ACCESS POINTS SHOWN WITHIN THE PUD MASTER PLAN ARE CONSIDERED CONCEPTUAL AND SUBJECT TO LDC SECTION 6.06.01.C.1&2. FINAL LOCATION & NUMBER HAVE NOT BEEN APPROVED BY COUNTY.

REVISED FEBRUARY 14, 2012

ROADWAY NOTES:

* FUTURE OIL WELL ROAD EXPANSION LINE WORK PROVIDED BY CH2M HILL

** FUTURE RANDALL BOULEVARD EXPANSION LINE WORK PROVIDED BY COLLIER COUNTY TEAM

*** EMERGENCY ACCESS

ORANGETREE ASSOCIATES
4500 EXECUTIVE DRIVE, SUITE 110
NAPLES, FLORIDA 34119

ORANGETREE PUDA REZONE

MASTER PLAN

SCALE FILE NAME: 10457_PUDA_mst

ASE PROJECT #: 10-0044

PLOT SIZE \ LAYOUT: PUDA

SHEET 1 OF 1

Land File #: 10457

Attachment: PMC-PL20220003657-Attachment-C (23701 : PL20220004625 - Valencia Golf & Country Club

Attachment: PMC-PL20220003657-Attachment-C (23701 : PL20220004625 - Valencia Golf & Country Club

Collier County
Growth Management Department

Revised Letter

August 03, 2022

Lauren Colarusso, Barraco and Associates, Inc.
2271 McGregor Boulevard - Suite 100
Fort Myers, FL 33901

RE: Insubstantial Change to Construction Plan PL20220003659
Valencia Golf and Country Club Sidewalks (ICP)

Dear Applicant:

This is in response to your submittal of plans showing modification to CDPAR-8975 to revise the construction plans to omit approximately 566 s.y. of sidewalk located at the Hagen Court and Lema Court cul-de-sacs in the front of Lots 11-21 and 33-38 and add crosswalk signage and pavement markings on Hagen Court and Lema Court.

STIPULATIONS:

- Development Review - If the Valencia Golf and Country Club Homeowners Association, Inc. does not consent to the installation of crosswalks on Hagen Court and Lema Court by September 6, 2022, then the sidewalks shall terminate at Lot #32 and Lot #38 (Hagen Ct) and at Lot #22 and Lot #11 (Lema Ct), and the crosswalks shall not be installed.
- Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. This permit is conditioned on all other applicable state or federal permits being obtained before commencement of the development.
- PURSUANT TO HB 503, PLEASE COMPLETE THE AFFIDAVIT OF COMPLIANCE AND PROVIDE TO CLIENT SERVICES STAFF (252-2400). INCLUDE THE BALANCE OF ANY OUTSTANDING INSPECTION FEES TOGETHER WITH ANY REQUIRED STATE OR FEDERAL PERMITS. UPON PROCESSING THE AFFIDAVIT OF COMPLIANCE, A PRE-CONSTRUCTION MEETING MAY BE SCHEDULED.

This office has reviewed the plans and has no objection to the changes shown unless noted under stipulations.

SIGNAGE RESTRICTIONS:

- Please be advised that any permanent sign (wall, ground, monument, directory, etc.) requires a separate building permit and must meet the provisions of the Collier County Land Development Code, Section 5.06.00, and/or the applicable provisions of the governing Planned Unit Development (PUD) document, regardless of any sign placement, dimensions or color depicted on the site and/or architectural plans approved by this letter.

Sincerely,

Development Review Division

Growth Management Department
2800 N. Horseshoe Dr.
Naples, Florida 34104
239-252-2400

Attachment: ICP-Attachment-D (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

BosiMichael

From: Robert Cooper <racooper@hahnlaw.com>
Sent: Tuesday, April 26, 2022 2:39 PM
To: AshtonHeidi; GiblinCormac
Cc: Henry Amaya; BRIAN F. FARRAR, Land Management Consultant; Mary C. Walker; CookJaime; Mary C. Walker; PerryDerek; BellowsRay; BosiMichael; Robert Cooper
Subject: RE: Valencia Golf and Country Club HOA Meeting request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

All

Just so there is perspective on the sidewalk issue – this is one of the problem homes showing the sidewalk in the middle of the driveway – meaning that either the sidewalk is not accessible if the driveway is in use and/or the driveway is not functional for parking a vehicle. Either way, this problem presents a life safety issue for the HOA and its residents. All of the impacted homes have the same problem.

Attachment: Attachment-E (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Robert A. Cooper, Partner | Hahn Loeser & Parks LLP
Tel: 239.337.6730 | Fax: 239.337.6701
Mobile: 239.910.3825
racooper@hahnlaw.com | hahnlaw.com
2400 First Street, Suite 300, Fort Myers, FL 33901

Hahn Loeser & Parks LLP is a full-service law firm with a national footprint and international reach, with offices in Cleveland, Columbus, Naples, Fort Myers, San Diego, and Chicago.

This email may contain information that is confidential or privileged, and it is intended only for the addressee(s). If you are not the intended recipient, you are prohibited from using, copying, or distributing this email, its contents, or any attachment.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

From: Robert Cooper <racooper@hahnlaw.com>
Sent: Tuesday, April 26, 2022 2:02 PM
To: AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: Henry Amaya <Henrya.vgcc@yahoo.com>; BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; PerryDerek <Derek.Perry@colliercountyfl.gov>; BellowsRay <Ray.Bellows@colliercountyfl.gov>; BosiMichael <Michael.Bosi@colliercountyfl.gov>; Robert Cooper <racooper@hahnlaw.com>
Subject: RE: Valencia Golf and Country Club HOA Meeting request

Ms. Ashton

Actually the problem started because the County did not identify the set back problem until after the homes were under construction and for some, were almost fully built.
At least one of the problem homes was improperly issued a C of O despite the set back violation.
If the County had denied the building permits due to the improper set back (as they should have been) – the we would not be dealing with a fix.
So, given the state of affairs – the problem concerns the County, Lennar and the HOA – and not just Lennar and the HOA.

We have reached out to them – but heard nothing other than they are working it out with the County.
My point being – the County cannot grant Lennar any change to the HOA's community without the HOA's approval.

Since the HOA has an interest in the sidewalks as common elements per the Declaration, the County must obtain the HOA's approval of any deviation or change.
Again, the HOA is requesting to be included in all meetings between the County and Lennar concerning the sidewalk matters – so that an acceptable resolution can be achieved.

Happy to have further meetings or discussion on my request.
Rob

Robert A. Cooper, Partner | Hahn Loeser & Parks LLP
Tel: 239.337.6730 | Fax: 239.337.6701
Mobile: 239.910.3825
racooper@hahnlaw.com | hahnlaw.com

Attachment: Attachment-E (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DIVISION
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Appeal of an Administrative Type III Decision
LDC section 10.04.04

PROJECT NUMBER
PROJECT NAME
DATE PROCESSED

To be completed by staff

The following applications are subject to an administrative Type III review: variances, administrative appeals, certificates of appropriateness, conditional uses, nonconforming use amendments, vested rights, flood variances, and parking agreements.

APPLICANT CONTACT INFORMATION

Name of Owner: Valencia Golf & Country Club HOA
Address: 1725 Double Eagle Trail **City:** Naples **State:** FL **ZIP:** 34120
Telephone: 239-337-6754 **Cell:** _____ **Fax:** _____
E-Mail Address: mwhitt@hahnlaw.com

Name of Agent: Michael R. Whitt
Firm: Hahn Loeser & Parks, LLP
Address: 2400 First Street, Suite 300 **City:** Fort Myers **State:** FL **ZIP:** 33901
Telephone: 239-337-6754 **Cell:** _____ **Fax:** _____
E-Mail Address: mwhitt@hahnlaw.com

REQUEST DETAIL

Appeal of Application Number: AR/PL-20220003657 and 20220003659
(Please reference the application number that is being appealed)

Attach a narrative describing the request, the legal basis for the appeal, and the relief sought. Include any pertinent information, exhibits, and other backup information in support of the appeal.

Attachment: Attachment-F (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DIVISION
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

SUBMITTAL REQUIREMENTS

The following items are to be submitted with the completed application packet:

- Completed application (download current form from County website)
- Completed narrative
- Electronic copy of all documents, please advise that the Office of the Hearing Examiner requires all materials to be submitted electronically in PDF format.

FEE REQUIREMENTS:

- **Appeal of Vested Rights Determination: $100.00**
- **Appeal of an Administrative Decision: $1,000.00**
- **Estimated Legal Advertising fee for the Office of the Hearing Examiner: $925.00**

All checks payable to: Board of County Commissioners

The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Division/Planning and Regulation
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

Attachment: Attachment-F (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Growth Management Division/Planning and Regulation
Attn: Business Center
2800 North Horseshoe Drive
Naples, Florida 34104

APPEAL OF ADMINISTRATIVE DECISION OF
ADMINISTRATIVE OFFICIAL
Section 250-58

RE: PMC PL20220003657 and ICP PL20220003659

This Appeal of an Administrative Decision of an Administrative Official is filed by Michael R. Whitt, Esq., on behalf of Valencia Golf and Country Club HOA, Inc. ("VGCC" or the "HOA") who seek reversal of PMC-PL20220003657, Minor Change to the Orangetree PUD Master Plan (Ordinance No. 12-09) and accompanying Insubstantial Change to the Construction Plans ICP PL20220003659 pursuant to Section 250-58, Collier County, FL Code of Ordinances.

I. Historical Background

The HOA is the owner of all declarant rights and all common property in Valencia Golf and Country Club, according to the Declaration of Covenants, Conditions, and Restrictions for VGCC, as amended (the "Declaration"). Lennar Homes, LLC ("Lennar") is an owner/member of the HOA. As an owner of lots in the community, Lennar must comply with the HOA's governing documents, rules, regulations, and Collier County, Florida's zoning and setback requirements for sidewalks on the cul-de-sac lots, just like all other owners within the community. Other than the rights and obligations of an owner/member of the HOA, the only additional and limited rights Lennar has concerning certain lots owned by Lennar within the community are referenced in Article II, Section s2C and E, and Article IV, Section 7a, of the Declaration, which rights were obtained via written assignment from Valencia Owner, L.L.C. However, the referenced sections of the Declaration do not grant Lennar (or its predecessor Valencia Owner L.L.C.) any rights as "Declarant" of the community, and do not exempt Lennar or Valencia Owner, L.L.C.) from any covenant, rule, or restriction set forth in the Declaration. In fact, the referenced sections do not grant Lennar (or Valencia Owner, L.L.C.) any right – other than the right to submit specific land (referred to in the Declaration as the "Trustee Property") to the Declaration via a Supplemental filing. As such, Lennar, the owner of lots within Trustee Property, has no special rights concerning its lots in the community.

II. The Amendment Request

Russell Smith on behalf of Lennar filed an application for a minor change to the Orangetree PUD Master Plan (PMC-PL20220003657) together with an accompanying insubstantial Change to the Construction Plans (ICP PL20220003659) to (PPL2006-AR-8975) VGCC Phase II-A. By way of the Application, Lennar sought approval for a minor change to the above-referenced PUD Master Plan ("PMC") pursuant to Section 10.02.13.E.3 of the Land Development Code (LDC). The proposed PMC sought to modify the required sidewalks according to the approved PUD Master Plan. The request entailed revising the construction plans to omit approximately 566 square yards of sidewalk approved within the PUE located on Hagen Court and Lema Court cul-de-sacs from

Attachment: Attachment-F (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Lots 14,16-18, 20-21 and 33-38, and add crosswalk signage and pavement markings on Hagen Court.

On May 20, 2022, Collier County staff issued a letter to Mr. Steve Coleman with Barraco and Associates, Inc., acting as agent for the Applicant advising that staff had reviewed the amended PUD Master Plan and determined that the proposed minor refinements are consistent with the Collier County Growth Management Plan and with the applicable criteria contained in the LDC for minor changes to an approved Master Plan.

III. This Administrative Appeal

Collier County staff approved Lennar's request with full knowledge that "VGCC homeowner's association is the declarant and owner of the platted common areas, ROW, etc…," and despite having received VGCC,'s representative, Brian Farrar's February 16, 2022, e-mail to Collier County Planning Manager, Cormac Giblin, wherein Mr. Farrar expressly conveyed the same.

Notice was never provided to nor was any approval obtained from the HOA, who again is the owner of all declarant rights and all common property in and according to the Declaration of Covenants, Conditions, and Restrictions for VGCC. As such, the County had no legal right to permit or approve any change to the HOA's property, to eliminate sidewalks, to approve narrow, legally non-compliant sidewalks without consideration for the fact that the HOA is open to the public due to a golf course or provide for crossing roads owned and controlled by the HOA. Lennar is not entitled to, and the HOA has not acquiesced or assented to Lennar's refusal to comply with the HOA's governing documents, rules, regulations, and/or Collier County's zoning and sidewalk setback requirements for cul-de-sac lots, and/or their refusal to repair (or pay for repairs of common property (i.e. roadways curbs, master irrigation lines, etc.). Sidewalks were improperly located and installed without any notice to or the consent of the HOA.

IV. Conclusion

Based on the foregoing, The County's approval of the minor change to the Orangetree PUD Master Plan (PMC-PL20220003657) together and the accompanying insubstantial Change to the Construction Plans (ICP PL20220003659) must be rescinded. Further, no such amendment can be lawfully approved without the knowledge and consent of the HOA, or at least, providing notice and due process to the HOA.

Attachment: Attachment-F (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

HAHN LOESER

EST. 1920 | MORE THAN A CENTURY OF CLIENT SERVICE

James L. Holloway III

Direct Phone: (239) 337-6712
Direct Fax: (239) 208-5458
Email: jholloway@hahnlaw.com

September 7, 2022

Via E-Mail Only

Heidi Ashton-Cicko, Esq.
Managing Assistant County Attorney
Collier County Attorney's Office
3299 Tamiami Trail East, Suite 800
Naples, FL 34112-5749
Heidi.Ashton@colliercountyfl.gov

Re: Supplemental Filing by Valencia Golf and Country Club, Inc.; PL20220004625 (Appeal of an administrative decision of PMC PL20220003657 and ICP PL20220003659)

Dear Ms. Ashton-Cicko:

On behalf of Valencia Golf and Country Club Homeowner Association, Inc. (the "Association"), please accept this letter as the Association's supplemental filing (with Exhibits) concerning the Appeal of an administrative decision of PL20220004625 (Appeal of an administrative decision of PMC PL20220003657 and ICP PL20220003659). Please provide this letter and attached Exhibits to the Hearing Examiner.

Background.

The Valencia Golf and Country Club community, Naples, Florida, was created by certain Declaration of Covenants, Conditions and Restrictions of Valencia Golf and County Club, recorded on September 27, 2004, at Official Records Book 3649, Page 3385, in the Official Records of Collier County, Florida (as amended from time to time, the "Declaration"). The Declaration is attached hereto as **Exhibit "A"**. The Association is a homeowners association governed by Chapter 720, Florida Statutes (the "HOA Act"). As provided in Article I, Section 1E., of the Declaration, the sole Declarant[1] of the community was D.R. Horton, Inc. ("D.R. Horton"). As required by Section 720.307, Florida Statutes, and the Declaration, control of the

[1] Section 720.301(2)(b)(6), Florida Statutes, uses the term "Developer", which is equivalent to the term "Declarant" as used in the Declaration to describe D.R. Horton, Inc.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Association was turned over to the "members other than the developer"[2]. D.R. Horton does not own any property in the community, and, as such, any and all "declarant" rights of D.R. Horton that survived turnover were assigned to, and are enforceable by, the Association, through its member-controlled Board of Directors, as provided in Article XI, Section 2, of the Declaration.

Specifically, for purposes of this Appeal, the Association has and controls (exclusively) all rights, powers and duties of the Architectural Review Committee ("ARC") set forth in Article VIII of the Declaration, which includes the right to approve and deny any and all changes in the lots and structures and improvements to be constructed on the lots; and, pursuant to Article XI, Section 2 of the Declaration, the Association is the only entity with the right or the power to modify, amend, deviate from or change the community's development plans and drawings, applicable land development codes, development orders, permits, etc. concerning any lot, tract or property subject to or governed by the Declaration.

Lennar Homes, LLC ("Lennar Homes") acquired several building lots in the Valencia Golf and Country Club community for the purpose of constructing homes thereon for resale to the public. Lennar Homes purchased its building lots from a third party after turnover of control of the Association. Lennar Homes is not the Declarant/Developer or successor Declarant/Developer (successor of D.R. Horton) of the Association. Simply stated, Lennar Homes is merely a lot owner. Lennar Homes' rights, obligations and limitations with respect to the building lots and/or modification of the building lots it owns in the community are set forth in the Declaration, including its obligation to obtain the approval of the ARC before making any change to a building lot.

The Association is the sole owner of the PUD Master Plan and all relevant development plans, construction plans, development orders, permits, etc. for the community. Relevant to this matter is the fact, that Lennar Homes, as the mere owner of buildable lots, is expressly prohibited from unilaterally making (or requesting) any change, modification, deviation, etc. of any development plans, construction plans, the PUD Master Plan or similar plans/approvals for the community. Article XI, Section 2, of the Declaration.

On multiple occasions, this Law Firm advised Collier County's attorneys and staff that Lennar Homes did not, and does not, have any right or power to modify the PUD Master Plan and/or any construction plans relative to driveways, sidewalks and/or set-backs to be located on lots within the community owned by Lennar. In addition, we also informed Collier County and Lennar Homes on multiple occasions that the proposed elimination of sidewalks and the installation of crosswalks were not acceptable to the Association. Further, on multiple occasions,

[2] Section 720.307, Florida Statues, provides that the term "members other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Collier County staff advised the Association and this Law Firm that Collier County would not issue Lennar Homes a Certificate of Occupancy for any lot/home on which the sidewalks were not installed as required by the PUD Master Plan and construction documents. Emails attached hereto as **Composite Exhibit "B"**. However, without prior warning or notice to the Association and with full knowledge that Lennar Homes lacks any authority to change the PUD Master Plan and/or construction documents, Collier County, without the approval of the Association (which Association approval was not given) abruptly reversed course and issued Certificates of Occupancy for lots/homes without sidewalks.

Further, Collier County wrongfully accepted Lennar Homes' request for an Insubstantial Change to Construction Plans (PL20220003659) and Minor Change to the PUD Master Plan (PMC-PL20220003657), effectively eliminating the sidewalks on Lennar Homes' lots, and administratively granted the same. Collier County's wrongful conduct in approving the modifications requested by Lennar Homes forced the Association to file its Appeal.

Hearing Examiner Does Not Have Authority to Hear this Matter.

The Association is the sole owner of the PUD Master Plan and all relevant development plans, construction plans, development orders, permits, etc. for the community. Lennar Homes, as the mere owner of buildable lots, is expressly prohibited from unilaterally making (or requesting) any change, modification, deviation, etc. of any development plans, construction plans, the PUD Master Plan or similar plans/approvals for the community. Further, Lennar Homes failed to obtain ARC's approval for changes to its building lots.

Lennar Homes' request for both the Insubstantial Change to Construction Plans (PL20220003659) and Minor Change to the PUD Master Plan (PMC-PL20220003657), included an Affidavit of Authorization signed by Russell Smith on behalf of Lennar Homes. Affidavit attached hereto as **Exhibit "C"**. The Affidavit is part of Lennar Homes' Application (and required to be included with the Application by Collier County). In the Affidavit, Mr. Smith declared to Collier County in relevant part: "*I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the reference property as a result of any action approved by the County . . . .*"

At the time Lennar Homes submitted its Applications to Collier County both Lennar Homes and Collier County had actual knowledge that Lennar did not have any legal or contractual authority to request and/or submit the Applications and/or to request the changes identified therein. Collier County is obligated to check each Application for completeness before accepting the Application. In effect, since the Affidavits were known to be incorrect at the time of submittal, the Applications are both improper (Lennar Homes lack authority to submit the Applications) and incomplete. As such, neither Collier County's Board of County Commissioners, staff, or the Hearing Examiner has the right or authority to administratively approve improper and incomplete

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Applications. The Hearing Examiner does not have the right to hear an Appeal based upon improper and/or incomplete Applications.

It is important to recognize that neither Collier County or Lennar Homes can argue that their errors are insubstantial and/or can be corrected. Therefore, the Applications must be rejected as improper and incomplete, and any and all actions approved/authorized by Collier County in connection with said Applications must be rescinded.

Applications Were Improperly Approved by Collier County; The Applications require the approval of the Hearing Examiner at a Public Hearing.

Notwithstanding the fact that Lennar Homes does not have any right or authority to modify or amend the PUD Master Plan and/or construction documents for the community set forth above (which position is dispositive of the entire matter), the Appeal (or forcing the Association to Appeal) is also improper because Collier County has no authority to administratively approve the Applications. It appears that Lennar Homes improperly alleged that the changes were "minor" and "insubstantial" to avoid Applications being reviewed and approved by the Hearing Examiner at a public hearing. The changes are not minor or insubstantial as it relates to the entire community development plan. The Applications, which in effect modified the PUD Master Plan and the Construction Plans for the community to allow the removal of 566 s.f. of sidewalks only on lots owned by Lennar and the addition of new cross walks and pavement markings across the Association's roadways, represent a major and substantial change to the PUD Master Plan and Construction Plans. Lennar Homes building lots in question are the only lots in the community without the required sidewalks.

The removal of the sidewalks and the addition of new cross walks and pavement markings on the Association's roadways are contrary to the Collier County's sidewalk requirements for residential planned communities. Collier County Planning Manager, Development Review, Gibling Cormac, stated to the Association in his email dated April 25, 2022, at 4:44 pm that "*Simply removing the sidewalks from those lots would not be in compliance with the Land Development Code without an approved deviation in the PUD (requiring a public approval process).*" Email attached hereto as **Exhibit "D"**. Further, removal of the sidewalks and the addition of new cross walks and pavement markers substantially changes the look and development intent of the community, as such, have a major and substantial impact on the community and its residents.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Even if Lennar had the right or authority to modify or amend the PUD Master Plan or the construction plans for the community (which it does not), the Applications cannot be administratively approved by Collier County but must be reviewed and approved by Hearing Examiner at a public hearing (and not as an Appeal).

Sincerely,

James L. Holloway III

JLH/cm

Attachments

14009127.1

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

L42

3481135 OR: 3649 PG: 3385
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/27/2004 at 01:41PM DWIGHT E. BROCK, CLERK
REC FEE 647.50

THIS INSTRUMENT PREPARED BY:
Juan E. Rodriguez, Esquire
SALOMON KANNER, DAMIAN & RODRIGUEZ P.A.
2550 Brickell Bay View Centre
80 SW. 8th Street
Miami, Florida 33130

Retn:
SALOMON KANNER ET AL
80 SW 8TH ST #2550
MIAMI FL 33130

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

VALENCIA GOLF AND COUNTRY CLUB

This Declaration of Covenants, Conditions and Restrictions of Valencia Lakes is made by D.R. Horton, Inc., a Delaware corporation (the "Declarant"), this 2 day of ~~July~~ August, 2004.

NOT OFFICIAL DOCUMENT

WITNESSETH:

Declarant is the owner of the property located in Collier County, Florida, and more particularly described in Exhibit "A" attached hereto; and

Now, Therefore, Declarant hereby declares that all of the real property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and to provide a uniform plan of development for the same. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, as it may be amended or supplemented from time to time, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Community Association as they may exist from time to time.

B. The terms "Common Area" and "Common Areas" shall mean and refer to those portions of the Property not designated on a Plat to be used for the construction of Units. Common Areas include Common Property, but said term also refers to portions of the Property which may be intended to be conveyed or dedicated to Neighborhood Associations rather than the Community Association. Common Areas may be owned by or dedicated to the use of the Community Association or any Neighborhood Association, and the use of the term "Common Area" shall not denote ownership by the Community Association. Notwithstanding anything to the contrary contained this Declaration, Common Areas shall not include the Golf Course Property or any lakes not designated in a Plat or Supplemental Declaration (as hereinafter defined) for the Community

EXHIBIT
tabbies
A

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Association or a Neighborhood Association.

C. "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, and any personal property situate thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Community Association.

D. "Community Association" or "Valencia Golf and Country Club Homeowners' Association, Inc." shall mean and refer to Valencia Golf and Country Club Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

E. "Declarant" shall mean and refer to D.R. Horton, Inc., a Delaware corporation, its successors and assigns.

F. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and includes the same as it may, from time to time, be amended.

G. "Family Dwelling Unit" or "Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached or attached dwelling, patio home, zero lot line unit, townhouse unit, condominium unit or apartment unit located within the Property for the purposes of this Declaration, any such family dwelling shall not be deemed to be improved until a Certificate of Occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the family dwelling constructed on said parcel, or until said family dwelling is determined by the Community Association, in its reasonable discretion, to be substantially complete.

H. "General Expenses" shall mean and refer to the expenditures for cleanup, maintenance, operation, and other services required or authorized to be performed by the Community Association.

I. "Golf Course Property" includes the land described as Tract "B," VALENCIA GOLF AND COUNTRY CLUB, PHASE 1, according to the Plat thereof, as recorded in Plat Book 40, Pages 33 through 39, inclusive, of the Public Records of Collier County, Florida, and any other real property, and all improvements thereon, which is now or hereafter separately owned and operated as a golf course currently open to the public. Notwithstanding anything to the contrary in the Governing Documents (as hereinafter defined), the Golf Course Property is not subject to the terms of this Declaration nor shall this Declaration limit the right of the owner of the Golf Course Property modify or change any aspect of the Golf Course Property or its operation.

J. "Governing Documents" means the Declaration of General and Protective Covenants and Restrictions of Orangetree recorded in Official Record Book 1310, at Page 1536 of the public records of Collier County, Florida, (the "Master Declaration") this Declaration, (the "Community Declaration") the Declaration and Covenants and restrictions in any Neighborhood within and the Articles of Incorporation, Bylaws, and Rules and Regulations of the Master Association, the Community Association, and any Neighborhood Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

K. "Institutional Lender" or "Institutional Mortgagee" shall mean and refer to the holder of a mortgage encumbering a Residential Lot, parcel or tract or Family Dwelling Unit, if the owner and holder of said mortgage is a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, and the United States Veterans' Administration, United States Federal Housing Administration, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation,

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Government National Mortgage Association, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of from whom any mortgage held by any of them originated.

L. "Master Association" means Orangetree Homeowners' Association, Inc.

M. "Member" shall mean and refer to all those Owners who are Members of the Community Association as provided in Governing Documents

N. "Neighborhood Association" shall mean and refer to any association which may hereafter be formed to manage and operate Family Dwelling Units, including but not limited to homeowners association, cooperative associations and condominium associations. Any association formed for the purpose of maintaining any lake ("Lake Neighborhood Association") or any other special feature or facility ("Maintenance Association") of Valencia Golf and Country Club shall be deemed a Neighborhood Association, but, notwithstanding any other provision of this Declaration to the contrary, no Lake Neighborhood Association or Maintenance Neighborhood Association shall be entitled to any vote in the affairs of the Community Association.

O. "Neighborhood Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any other similar instrument, recorded in the Public Records of Collier County, Florida, affecting or purporting to affect any portion (but not all) of the Property.

P. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Collier County, Florida, whether it be the Declarant, one or more persons, firms, associations, partnerships, corporations, or other legal entities, of fee simple title to any of the Property. Unless the context requires otherwise, a Neighborhood Association shall be deemed the owner of any real property owned or administered by said Neighborhood Association and the Master Association shall be deemed the owner of any real property owned or administered by said Master Association. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee of tenant of an Owner.

Q. "Property" or "Valencia Golf and Country Club" shall consist of the real property subject to this Declaration as same may be amended from time to time, and at this time consists of that certain property described in Exhibit "A." In the event the Declarant decides to include additional real property, this Declaration shall be amended as hereinafter provided to include said additional property hereunder. In the event the Declarant decides to delete certain real property from Valencia Golf and Country Club this Declaration shall be amended to delete said property from the provisions hereof. Furthermore, no such amendment of this Declaration may be undertaken to delete any property: (a) if said property is not owned by the Declarant at the time of said amendment, unless both the Owner of said property and the Institutional Lender holding a first mortgage thereon consent thereto, or (b) if the effect of such deletion would be to deprive any Owner, ~~or~~ Neighborhood Association or Master Association of access to or from property owned by said Owner, Neighborhood Association or Master Association.

R. "Public Records" shall mean and refer to the Public Records of Collier County, Florida.

S. "Reasonable Attorneys Fees" means and includes reasonable attorneys fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Valencia Golf and Country Club including but not limited to the Board of Directors of the Community Association), and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

T. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a clubhouse, pool, tot lot, and also include any personal property acquired by the Community Association for use in connection with any of the foregoing, which are used by or are intended by the Community Association for recreational uses.

U. "Residential" shall mean and refer to the intended use of a portion of the Property as a Family Dwelling Unit.

V. "Residential Lot" or "Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a Family Dwelling Unit.

W. "Parcel" shall mean any and all unplatted portions of the Property.

X. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any similar instrument other than this Declaration which either (1) has the effect of adding or deleting property to Valencia Golf and Country Club pursuant to the provisions of the Governing Documents or (2) any such declaration affecting all of the Property.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall initially be held, transferred, sold, conveyed, given, donated, and/or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. The Declarant shall not be required to follow any predetermined order of improvement and development within Valencia Golf and Country Club; and, notwithstanding the terms and conditions of the Governing Documents, it may bring within this Declaration lands and develop them before completing the development of Valencia Golf and Country Club. Notwithstanding the terms and conditions of the Governing Documents, The Declarant shall have the full power to add to, subtract from or make changes in its development plan regardless of the fact that such actions may alter the relative voting strength of the various types of memberships of the Community Association.

Section 2. Additional Property. Additional property may become subject to this Declaration in the following manner:

A. Future Phases. Notwithstanding the terms and conditions of the Governing Documents, The Declarant shall have the right, so long as there is a Class B Membership, without any consent of the Community Association being required, to subject to this Declaration, additional properties as future phases of Valencia Golf and Country Club. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Collier County, Florida, a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the additional property.

B. Other Additions. Upon approval in writing of the Declarant while there is a Class B Membership, or the Community Association thereafter, and subject to all applicable zoning codes, and notwithstanding the terms and conditions of the Governing Documents, the owner of any other real property who desires to subject it to this Declaration, may file or record a

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to such additional property, which Supplemental Declaration, if duly executed by both said owner and the Declarant, or the Community Association if the Declarant's approval is not required by this paragraph, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain any such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, or the Community Association, if the Declarant's consent is not required by this paragraph, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described on Exhibit "A" except as may be consistent with this Declaration.

C. Rights of Trustee. It is acknowledged that as of the recording of this Declaration, certain property in the area of the Property (the "Trustee Property") is owned by Roberto Bollt, Trustee ("Trustee"). Reference to "Trustee" shall also be deemed to include any successor trustee and the Trustee's successors, assigns or one or more developers (individually "Other Developer" and collectively "Other Developers") to whom Trustee may sell, transfer or convey the Trustee Property, or any portion thereof, in the event Declarant does not acquire all of such property from Trustee and any such successor, assigns or Other Developer(s) shall have the rights of Trustee as contained in this Article II(2)(c). Nothing in this Declaration grants to Declarant any right, title or interest in or to any or all of the Trustee Property or any interest therein. In the event Declarant does not acquire all of the Trustee Property, then Trustee shall have the right by Supplemental Declaration, to include any or all of the Bollt Property not previously conveyed to Declarant within this Declaration. In the event that all or any portion of the Trustee Property is conveyed to another Developer(s), Trustee shall have the right to record a certificate to that effect in the Public Records of Collier County, Florida. Trustee shall not be the Declarant hereunder, nor have any duties, obligations, or liabilities hereunder, except as hereafter set forth. Notwithstanding the foregoing, so long as Trustee owns any of Trustee Property and Declarant has not acquired it and it is made part of the Property by Supplemental Declaration, Trustee shall have the right at any time to: (i) become a Declarant hereunder as to the Trustee Property not conveyed to Declarant; and/or (ii) to exercise or permit any Other Developers who own any or all of the Trustee Property to exercise any or all of the rights of Declarant with respect to any or all of the Trustee Property, by written notice to the then Declarant hereunder, and in that event Trustee or Other Developer may record a written notice of such election in the public records of Collier County, Florida.

D. Mergers. Upon a merger or consolidation of the Community Association with another association (which merger may only take place as permitted by the articles of incorporation and by-laws of both associations and notwithstanding the terms and conditions of the Master Association), the Community Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Community Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants conditions and restrictions established by this Declaration.

E. Additional Property. No additional property shall be added to Valencia Golf and Country Club pursuant to the provisions of this Section 2 unless the property to be added is included in a plat or amended plat recorded in the Public Records in connection with the addition of such

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

additional property; except as provided in Section 2C above of this Article II.

Section 3. Deletion of Property. Property may be deleted from the operation of this Declaration by amendment hereof pursuant to the provisions of this Declaration.

Section 4. Lakes. It is customary for developers to modify land use plans for planned unit developments during the course of development, and the Declarant reserves the right to amend or modify its development plan. Pending final development of Valencia Golf and Country Club the Declarant reserves the right to expand and contract the shorelines of any lakes owned by the Declarant and thereby to modify the boundaries of same; provided that no such modification shall take place with respect to any shoreline of property owned by a person other than the Declarant without the consent of such owner. Accordingly, the exact location of any boundary between lakes and any contiguous properties shall not become fixed until final development of all properties contiguous to and surrounding any lakes. Unless specifically provided in the deed from the Declarant or in any declaration of covenants, conditions, and restrictions or similar instrument recorded by the Declarant or approved by the Declarant, no conveyance of the property abutting any lake or canal shall include any rights with regard to said lake or canal, and without limiting the generality of the foregoing, no such conveyance shall include title to land outside the legal description contained on the deed.

Section 5. Property Lines. The fee simple title to any parcel of land described as bounded by any street, land, walkway, park, playground, lake, pool, canal, greenbelt, or any other Common Area which has not been dedicated or accepted by the public and the fee simple title to any parcel of land shown on any plat recorded or to be recorded as to any of the Property as abutting upon any such property area shall not extend upon such property area and the title to and use of such property area is reserved to the Declarant to be conveyed or dedicated as provided elsewhere in this Declaration.

Section 6. Surface Water Management. It is acknowledged the surface water management, drainage and storage system for the Property is one integrated system, and accordingly shall be deemed a Common Area. Lakes which are Common Area shall be designated as such in a Supplemental Declaration. An easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the Property, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The surface water management system shall also include additional property which will become part of the Property pursuant to the terms and conditions of this Declaration including the provision of Article II, Sections 2(A) and 2(C). If pursuant to the permitting requirements of any governmental authority or the requirements of the Master Association the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. Except as hereafter provided, the Community Association shall maintain as a regular expense the entire surface water management, drainage, and storage system for the Property, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Community Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Community Association will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Community Association will have the right to enter into agreements with

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of the Master Association or any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Community Association will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

Section 7. THE GOLF COURSE PROPERTY IS SEPARATE AND APART FROM THE RESIDENTIAL DEVELOPMENT AND USES WITHIN THE PROPERTY AND OWNERSHIP AND/OR RESIDENCY WITHIN THE PROPERTY DOES NOT GRANT OR CONVEY UPON THOSE OWNERS OR OCCUPANTS WITHIN THE PROPERTY ANY SPECIAL PRIVILEGES OR USE RIGHTS IN THE GOLF COURSE, NOR RESTRICT THE GOLF COURSE PROPERTY OWNER'S RIGHTS REGARDING SAME.

Section 8. Valencia Golf Course. The Property will be developed around an eighteen (18) hole golf course and golf course clubhouse which is owned by a third party, is separate and apart from the residential development and other uses, generally, of the Property and not a part of this Declaration. One of the effects of establishing a golf course facility having commercial uses which is currently open to the public within a residential community having commercial uses may be to increase the number of persons using the roads and the parking facilities. The Declarant, reserves the right and shall not unreasonably withhold its approval to unilaterally grant over, across and through the Property, any easements which may be required for the use and enjoyment of these facilities. THE OWNERSHIP OF A LOT OR LIVING UNIT AND ITS APPURTENANT MEMBERSHIP IN THE COMMUNITY ASSOCIATION, DOES NOT CONFER ANY OWNERSHIP INTEREST IN, OR RIGHT TO USE, THE GOLF COURSE, OR ANY OF THE RELATED FACILITIES. The Declarant and the Community Association hereby grant to the owner of the Golf Course Property, its successors and assigns, non-exclusive easements for ingress, egress, drainage and utilities over, across, under and through those portions of the Property (and any additional real property added to this Declaration by Supplemental Declarations) upon which easements have been dedicated on a plat. Such easements shall, if requested by the owner of the Golf Course Property, be set forth in a recorded instrument executed by Declarant or the then Owner of the Property, or the Community Association, as appropriate, over which the easements have been granted herein. To the extent that, in the future, the owner of the Golf Course Property shall require easements not granted pursuant to this Section 8, for the development, use, operation or enjoyment of the Golf Course Property, Declarant (and, if necessary the Community Association) shall, in good faith, reasonably cooperate and seek to mutually agree with the owner of the Golf Course Property upon the location, and reasonable terms and conditions, of such easements. However, the owner of the Golf Course Property shall not, pursuant to the foregoing sentence, seek to obtain an easement over portions of the Property or other real property which is made subject to this Declaration where the easement would unreasonably interfere with the use and enjoyment of Property (or other property made subject to this Declaration) for its intended purpose.

ARTICLE III

COMMUNITY ASSOCIATION

Section 1. Membership. Every Owner, including the Declarant, shall be a Member of the Community Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Community Association, acknowledges the authority of the Community Association as herein stated, and agrees to abide by and be bound by the provisions of this

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Declaration, any Supplemental Declaration, and any Sub-Declaration applicable to the Owner's Unit, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Community Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, and any applicable Sub-Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Community Association.

Section 2. Types of Membership. Membership in the Community Association shall consist of the following two classes, each with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners of any Lot, Unit, tract, or site or undivided land.

Class "B" - The Declarant shall be the only Class "B" Member, for so long as 90% of the Units to be conveyed and constructed under the development plan for the Property have not been conveyed to Members other than Declarant, or until December 31, 2015 or until the Class "B" Member voluntarily converts its membership to Class "A" status, whichever occurs first. Class "B" membership shall be held by the successors or assignee of the Declarant, whose property was acquired by such successor or assignee, provided that (1) such successor or assignee acquires the ownership of the balance of the property then owned by the Declarant from whom such successor or assignee acquired such ownership, and (2) such successor or assignee holds such properties for sale, development, or improvement.

Section 3. Change of Membership. Change of membership in the Community Association shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument conveying record fee title to any Residential Lot or Family-Dwelling Unit. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Community Association, and the membership of the prior owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Community Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Community Association by all Owners shall be compulsory and shall continue, as to each Owner until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

A. Each Class "A" Member shall have one vote for each Unit owned by said Member.

B. Each Class "B" Member shall be entitled to cast three votes for each Family Dwelling Unit projected by the development plan for any of the Property owned by it from time to time.

C. Notwithstanding the provisions of Paragraph A of this Section 4, all Class "A" Members who are a member of a Neighborhood Association, may not cast their votes directly, and shall exercise their voting rights in the Community Association through the actions of the Voting Representative chosen by their Neighborhood Association's as hereinafter provided. This restriction shall not apply to the Owner of any of the Property as to which a Neighborhood Association has not been formed.

D. Members who hold more than one membership of a

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

particular class or memberships in more than one class, when entitled to vote their memberships, may cast as many votes as memberships held by them, and holding memberships of one class shall not affect the exercise of a Member's voting rights pertaining to any other class.

E. When any property entitling the Owner to membership in the Community Association which is not governed a Neighborhood Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Community Association, such Owner shall select one official representative to qualify for voting in the Community Association and shall notify the Secretary of the Community Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property. If no notification of a representative is made as provided in this paragraph, any one of the several Owners of the same property in attendance at any meeting may vote, but if more than one of the Owners of said property are in attendance, no vote may be cast on behalf of said property unless all of its Owners in attendance agree upon said vote.

F. Any other provision of this Declaration to the contrary notwithstanding, any action proposed to be taken by the Community Association which has a material adverse impact upon the development plan or commercial activities within the Property shall require approval by the Declarant while the Declarant or its successor or assigns is a Class "B" Member as provided in Article III, Section 2. The Declarant, in its reasonable discretion, shall determine whether any proposed action by the Community Association will have a material adverse impact.

Section 5. Board of Directors. The Community Association shall be governed by a Board of Directors as provided in the Articles of Incorporation and By-Laws of the Community Association.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Community Association shall be as is provided in the Articles and By-Laws of the Community Association except as is otherwise specifically provided in this Declaration.

Section 7. Voting Representatives.

A. All Class "A" Members who are members of a Neighborhood Association shall exercise their voting rights through their respective Neighborhood Associations, except as provided in the second sentence in Paragraph 4(C) of this Article. Each Neighborhood Association shall designate one of its officers, directors, or members as its Voting Representative and another of its officers, directors or members as its Alternate Voting Representative. The Alternative Voting Representative may exercise all of the powers of the Voting Representative in the latter's absence. The Secretary of each Neighborhood Association shall certify in writing to the Secretary of the Community Association from time to time the identity of that Neighborhood Association's Voting Representative and Alternative Voting

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Representative, and the addresses of each, which certification shall remain in full force and effect until changed. If at any time no such certification is on file with the Secretary of the Community Association with respect to any Neighborhood Association, the President of said Neighborhood Association shall be deemed the Voting Representative, and the Vice President of said Neighborhood Association shall be deemed the Alternative Voting Representative.

B. All notices of meetings and other notices required to be given by the Community Association to either the Neighborhood Association or to Members shall be sent to both the Voting Representative and the Alternative Voting Representatives (except for those Owners falling within the exception provided in the second sentence of Paragraph 4(C) of this Article), unless said notices relate to individual assessments applicable only against a specific Unit or proposed sanctions against the Owner of a particular Unit.

C. At all meetings of the Community Association in which the membership is entitled to vote, each Voting Representative shall vote the number of Class "A" Membership votes held by his Neighborhood Association.

D. Voting Representatives may not split the aggregate number of votes which they may cast, and each Voting Representative must cast all of his votes in unison.

Section 8. Voting by Class "B" Member. Each Class "B" Member shall vote all of its votes directly and not through any Voting Representative. Any officer of the Class "B" Member present at any meeting shall be entitled to cast said Members votes.

Section 9. Changes in Voting Strength. Changes may occur from time to time in the number of Members and the number of Members who are to become members of a particular Neighborhood Associations, because of:

A. Changes in the development plan;

B. Changes in the number of existing Units or Units to be constructed in any area of the Property, as provided in Section 16 of Article X;

C. Amendments of this Declaration.

Such changes may result in changes in the number of total votes which may be cast at membership meetings and the number of votes which may be cast by particular Voting Representatives. No such changes, assuming that they are otherwise properly authorized by changes in the development plan, this Declaration, any Supplemental Declaration or any Sub-Declaration, shall be subject to objection or question by any Member or Neighborhood Association, notwithstanding the fact that any such Member's or Neighborhood Association's relative voting strength may be affected thereby.

ARTICLE IV

FUNCTIONS OF COMMUNITY ASSOCIATION

Section 1. Required Services. The Community Association shall as required provide the following services:

A. Clean-Up, landscaping, landscaping maintenance, improvement maintenance, and repairs of and to:

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

1. All signage (including lighting thereof and supplying electricity for this purpose) of Valencia Golf and Country Club located at the entrance or entrances of Valencia from public streets outside of Valencia Golf and Country Club including but not limited to maintenance and repair of any signs, planted boxes, and landscaping ancillary thereto constructed by the Declarant. If such signage is constructed on property owned by or dedicated to a Neighborhood Association or property which becomes so owned or dedicated, the Community Association shall pay all tangible personal property taxes, if any, assessed against such signage, or if such signage is assessed as part of the real property on which it is located by the Collier County Property Appraisers Office, that portion of the real estate taxes levied against said real property as is applicable to such signage, and the Neighborhood Association owning or having the dedicated use of such real property paying all other real estate taxes levied against same.

2. The main roads which the Declarant has projected in the development plan for Valencia Golf and Country Club, including any gatehouses which service entrances to Valencia Golf and Country Club from areas outside of Valencia Golf and Country Club constructed thereon by the Declarant, any developer with the approval of the Declarant, or the Community Association with the approval of the Declarant. In the event any of the roads covered by this subparagraph have been or become dedicated to the public, the provisions of this subparagraph shall be subject to those of Paragraph D of this Section.

3. Any Common Areas, the responsibility for maintenance of which has not been assigned by this Declaration, any Supplemental or Sub-Declaration, or otherwise by the Declarant, to a Neighborhood Association or another entity.

B. In the event the Community Association accepts the conveyance of any Recreational Facilities as hereinafter provided, the Community Association shall operate and maintain the said Recreational Facilities and perform any necessary repairs thereon. Said Recreational Facilities may be open to all Owners, in which event all expenses related thereto shall be included in the Community Association's budget or, may be open only to those residents of Valencia Golf and Country Club who desire membership in such Recreational Facilities to the extent such memberships are available on a first come, first served basis, and also to those other persons permitted by the Board of Directors of the Community Association ("Membership Basis"), or a combination or both, as determined by the Declarant.

C. Cleanup, landscaping, landscaping maintenance and other maintenance of all city, county or municipal property which are located within or in a reasonable proximity to the Property, to the extent permitted by the city, county, or municipal entity/owner, and to the extent that their deterioration would adversely affect the appearance of the Property as a whole and the standard of maintenance by said city, county or municipality is less than that desired by the Community Association. The Community Association shall adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections

NOT OFFICIAL RECORD

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

within this Section 1 which are, at the very least, as stringent as those adopted and/or followed other first-class developments similar to Valencia Lakes. The Declarant shall, in its reasonable discretion, determine whether such standards adopted by the Community Association meet the requirements herein.

D. Cleanup, landscaping, landscaping maintenance and maintenance of any real property located within Valencia Lakes upon which the Community Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Community Association executed and delivered by the Owner of said property to the Community Association.

E. Taking any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the Property and to perform any of the functions or services which should be performed by any Neighborhood Association in accordance with any covenants, conditions, or restrictions applicable to the Property or in the Articles, or By-Laws, or any Supplemental Declarations, which any Neighborhood Association has failed to perform.

F. To conduct business of the Community Association, including but not limited to administrative services such as legal, accounting, and financial, and communication services informing Members of activities, notices of meetings, and other important events.

G. To purchase general liability and hazard insurance covering improvements and activities on those portions of the Property subject to the maintenance obligations of the Community Association as provided in this Section 1.

H. To establish and operate the Architectural Review Committee as hereinafter defined when the Community Association assumes this responsibility as hereinafter provided.

I. Maintenance (including supplying electricity) of the lighting of those roads and sidewalks throughout the Property subject to maintenance responsibility of the Community Association by Section 1 of this Article, in the event that the Declarant has installed lighting equipment thereat.

Section 2. Obligation of the Community Association. The Community Association shall be obligated to carry out the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. Notwithstanding anything herein to the contrary, all landscaping and other maintenance shall be maintained as originally provided by the Declarant or better.

Section 3. Mortgage and Pledge. The Board of Directors of the Community Association shall have the power and authority to mortgage the property of the Community Association and to pledge the revenues of the Community Association as security for loans made to the Community Association, which loans shall be used by the Community Association in performing its functions.

Section 4. Conveyance to Community Association. The Community Association shall be obligated to accept any and all deeds of conveyance, easements, bills of sale delivered to it by the Declarant, which deeds convey title to Common Areas, roadways, or other rights of way, or Recreational Facilities.

ARTICLE V

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

COMMUNITY DEVELOPMENT DISTRICT

Section 1. Community Development District. A Community Development District ("CDD"), as defined in Chapter 190, Florida Statutes (2003), which includes all or a portion of the Property, and may include property in addition to the Property, has been or will be created. The CDD would manage and provide certain urban infrastructure facilities and services, and would have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide said facilities and services. The term "assessment" as used in this Section refers to assessments as defined in Chapter 190, Florida Statutes, not as defined in this Declaration. The CDD would be empowered to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructure which could include without limitation: water management and control lands within the CDD and the connection of some or any of such facilities with potable water distribution systems; sewage collection and transmission systems; and waste water management facilities. The Declarant reserves the right to amend the documents in any way convenient or necessary to create or structure the CDD if one is created.

Section 2. Scope of CDD Responsibility. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities, including, without limitation, roads, water and sewer, irrigation, water management, street lighting, parks and facilities for indoor and outdoor recreation, cultural and educational uses, and limited access assurances services.

Section 3. Taxes and Assessments. THE CDD IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE CDD. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE CDD AND ARE SET ANNUALLY BY A GOVERNING BOARD OF SUPERVISORS OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS MAY APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX OR ASSESSMENT AND MAY BE PAYABLE DIRECTLY TO THE COLLIER COUNTY TAX COLLECTOR. THE TAXES AND ASSESSMENTS OF THE CDD CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE CDD. "Assessments" as used in this paragraph refers to "Assessments" as defined in Chapter 190, Florida Statutes and not as defined in Article VII of this Declaration.

Section 4. Issuance of Revenue Bonds. The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bond will be funded by ad valorem taxes on all non-exempt property within the CDD, or by the imposition of rates, user fees, special assessments or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of the bonds it its issues. In addition, the CDD may secure revenue bonds by pledging the rates, fees or charges collected or to be collected by any revenue producing project. Bonds have been issued for the purpose of financing or refinancing, capital improvements, to pay off existing bonds or any other permitted use.

Section 5. CDD Property Becoming Common Areas. If the Declarant determines that it is in the best interest of the Property for any of the CDD property to become Common Areas, the CDD shall convey to the Community Association, fee simple title, easements, use rights and/or maintenance obligations to those portions of the CDD property which are to become Common Areas. The Community Association and the members are obligated to accept title to the CDD property, subject to taxes for the year of conveyance, and to restrictions, limitations, conditions, obligations, reservations, duties and easements of record.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Section 6. Common Areas Becoming CDD Property. If the Declarant determines, subject to any governmental requirements, that it is in the best interest of the Property for any portions of the Common Areas to be owned and administered by the CDD rather than the Community Association, such portions of the Common Areas shall cease to be Common Areas, even if they have already been conveyed to the Community Association, and shall thereafter, be considered CDD property, even if legal title has not been formally transferred to the CDD. When a part of the Property becomes CDD property, the expenses in the administration and the maintenance shall be common expenses, unless the expenses are the responsibility of the CDD. If required by law, or if deemed by the Declarant to be in the best interest of the Community Association shall convey to the CDD, the legal title to any Common Area which becomes CDD property.

Section 7. Board of Supervisors. The functions, duties and powers of the CDD shall be managed and exercised by a Board of Supervisors consisting of at least five (5) supervisors.

Section 8. Declarant's Options. The Declarant shall have the right, in its sole discretion, to convey property it owns to the CDD with the joinder of no other person being required, subject to the approval of the CDD and any applicable governmental regulations.

ARTICLE VI

EASEMENTS

Section 1. Appurtenant Easements.

A. The Declarant hereby grants to the Owner of each Residential Lot or Unit, his guests, lessees, licensees, and invitees, and all Neighborhood Associations, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Community Association and the Rules and Regulations promulgated by the Community Association and all Supplemental Declarations and Sub-Declarations that may hereafter be recorded in the Public Records of Collier County, Florida, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other Owners of any of the Property, their guests, lessees, licensees, and invitees as well as guests, lessees, and invitees of the Declarant, and all Neighborhood Associations, provided that such easements shall be subject to such express limitations as may be placed upon the use of any roadway and other rights of way not dedicated to the public located within a portion of Valencia Lakes governed by a Neighborhood Association as may be contained in any Sub-Declaration.

B. To the extent required by the Zoning Code of Collier County, the Declarant hereby grants to each member of a Neighborhood Association, and his guests, lessees, licensees, and invitees, as an appurtenance to the ownership of such member's Residential Unit or Lot, and subject to this Declaration, the Articles and By-Laws of the Community Association, and the Rules and Regulations promulgated by the Community Association and all Supplemental Declarations and Sub-Declarations that may hereafter be recorded in the Public Records of Collier County, a perpetual nonexclusive easement for ingress and egress over, across, and through and for the use and enjoyment of all Common Areas, including greenbelts and lakes, located within those portions of the Property maintained by this Neighborhood Association, such use and enjoyment to be shared in common with the other members of such

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Neighborhood Association, their guests, lessees, licensees, and invitees, as well as the guests, lessees, and invitees of the Declarant.

Section 2. Utility Easement. The Declarant reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, cable telephone service, electronic security systems cable television and broadband communications and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Property and servicing the Property Area, all such easements to be of a size, width and location as the Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3. Declarant's Easement. The Declarant hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Property Common Area, Recreational Facilities (if any), roadways, lakes, canals, and other rights-of-way, for ingress and egress as required to its officers, directors, employees, agents, independent contractors, licensees and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices.

Section 4. Service Easement. The Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Declarant, its successors or assigns, to service the Property, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Property, Common Area, Recreational Facilities (if any), roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way, both public and private, show on the plat of any area of Valencia Golf and Country Club which has been or shall be platted.

Section 5. Zero Lot Line Development. In the event that any property covered by this Declaration is zoned to permit construction on a "zero lot line" basis, and if and only if the Architectural Review Committee approves construction on said basis upon any property covered by this Declaration, each Owner of property upon which "zero lot line" construction has occurred shall have an easement over such adjacent properties as may reasonably be required for the proper maintenance of his property.

Section 6. Signage Easements. The Declarant hereby reserves to itself, its successors and assigns, and to the Community Association, a perpetual easement, privilege and right in and over, under, on and across a portion of the Property owned by Declarant and all other Common Areas running adjacent to the perimeters of Valencia Lakes necessary for the purpose of erecting, maintaining, and repairing signage for Valencia Lakes. The term "signage" as used in this section shall include but not be limited to signs, planter boxes, landscaping, fountains, and waterfalls.

Section 7. Easements for Golf. Nonspecific, nonexclusive easements are hereby created for the benefit of the users of the Golf Course Property over all roadways, Lots, Units, Neighborhood common areas, and the Common Areas adjacent to or serving the Golf Course, to permit every act necessary, incidental, or appropriate to the playing of golf and for ingress and egress over roadways to reach golf or clubhouse facilities. These acts, include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Units or Common Areas, the landing of errant golf balls upon the Lots, Units or Common Areas, the usual and common noises and other disturbances created by maintenance of the Golf Course and the playing of the game of golf, including occasional tournaments, together with all

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

other common or usual occurrences normally associated with the existence and operation of a Golf Course. No golf carts are permitted on Lots or Neighborhood common areas for the purposes of retrieving golf balls. Neither the Declarant, the CDD, the Golf Course operator, nor the Community Association or any of its successors or assigns shall be liable of damage to individual Lot or Unit Owner's property from errant golf balls.

Section 7a. Easements for Ingress and Egress for Adjoining Properties not Owned by Declarant. The Plat of VALENCIA GOLF AND COUNTRY CLUB, PHASE 1, recorded in Plat Book 40, Pages 33 through 39, inclusive, of the Public Records of Collier County, Florida, includes roadways designated as Tract A within said Plat. Such roadways are, in the Plat, dedicated to the Community Association. Under separate Reciprocal Easement Agreement of even date herewith, the Community Association has granted to Trustee easements for ingress, egress and utilities over Tract A and any extensions thereof or additions connecting thereto. Additional roadways may be dedicated to the Community Association in later plats to serve lands described in Supplemental Declarations recorded by Declarant. Trustee owns additional real property which is adjacent to the Property or which may be served by roadways now or hereafter constructed within the Property (or property added by Supplemental Declaration). If Trustee, or its successors and assigns, so elects, it may, as part of its development plan, utilize such roadways for purposes of ingress, egress and utilities to the portions of the real property being developed. In such event, Trustee shall: (i) not later than the issuance of the first certificate of occupancy for a residence within the portion of the real property being developed by Trustee, record a Supplemental Declaration, which supplement shall refer to this Declaration and encumber the portion of the real property being developed by Trustee for residential use; (ii) the Supplemental Declaration shall describe the roadways and that the Trustee desires that same serve the portion of the real property being developed; and (iii) in such Supplement Declaration, the Trustee (on behalf of itself and its successors and assigns) shall agree to pay its pro rata share of the cost of maintenance, repair and replacement (but not the initial construction) of the roadways serving the portion of the real property being developed. Subject to the foregoing obligation, Trustee, its agents, employees, licensees, invitees and successors and assigns, are hereby granted, automatically and without the need for further action, consent, approval or the recordation of any other instrument, a perpetual nonexclusive easement for ingress, egress and utilities over, across, under and through the roadways subject to this Declaration, for the use and enjoyment in common with the Owners of any of the Property, their guests, lessees, licensees, and invitees. For purposes of this Section, a "pro rata share" shall be a fraction, the numerator of which shall be the number of residential lots or condominium or townhouse units within the real property being developed which are described in the Supplemental Declaration and the numerator of which shall be the aggregate number of Lots and Units encumbered by this Declaration and all Supplemental Declarations for which the roadways provide ingress and egress (as same may change from time to time). Notwithstanding anything to the contrary, the provisions of this Section 7a shall not be applicable to the owner of the Golf Course Property or any portion thereof unless such property is developed as residential lots or condominium or townhouse units.

Section 8. Lake Maintenance Easement. The Declarant reserves to the Community Association, its successors and/or assigns and the South Florida Water Management District, a perpetual maintenance easement for maintenance of any the lakes to be maintained by the Community Association. The lake maintenance easement are for the sole purpose of maintaining the lakes and are not to be used for any other purpose.

Section 9. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to the following:

A. The right of the Declarant or the Community Association, or any Neighborhood Association in accordance with its By-Laws, to borrow money from the Declarant or any other lender for the purpose of improving and/or maintaining the Property, and providing services authorized herein and, in aid thereof, to mortgage said properties.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

B. The right of the Community Association, subject to the notice provisions of its By-Laws, to suspend the rights and enjoyment of said easements of any Member or any tenant, guest, licensee or invitee of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for an infraction of its published Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or breach of any Rules and Regulations of the Community Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; provided, however, that the Community Association shall not suspend the right to use any roads belonging to the Community Association, subject, however, to the Rules and Regulations of the Community Association for such use, and provided further that the Community Association may not suspend any rights and easements reserved herein to the Declarant. All suspensions of rights hereunder shall be performed by the Community Association in accordance with its By-Laws;

C. The rights of the Community Association to charge reasonable membership, admission, and other fees for the use of the Recreational Facilities.

D. The Board of Directors of the Community Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Community Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, maximum weight restrictions, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles on the use of such roads shall be more restrictive than the laws of the state or any local government having jurisdiction over the Property shall not make such restrictions unreasonable. The right of ingress and egress through such roadways shall not be impaired.

E. The right of the Community Association to give, dedicate or sell all or any part of the Common Area, roadways, or other rights of way to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Community Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast by the Voting Representatives and the Declarant at a duly called meeting of the Members of the Community Association, and unless written notice of the meeting and of the proposed action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote or his Voting Representative. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Community Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the said property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

F. Such reasonable Rules and Regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Community Association from time to time.

Section 10. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Property shall be subject to the prior written approval of the Architectural Review Committee as hereinafter established.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Family Dwelling Unit shall by acceptance of a deed therefore, regardless of whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Community Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. Said assessments will only be required of an Owner including Declarant of a Family Dwelling Unit after a Certificate of Occupancy or its equivalent has been issued by the applicable governmental authority having jurisdiction thereof. No assessments will be due until such time as the Certificate of Occupancy has been issued. The annual, special and individual assessments, together with such interest thereon and costs of collection (including Reasonable Attorneys' Fees) therefore shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection (including reasonably Attorneys' Fees), shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessments first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area or any Recreational Facility, or by the abandonment of the property against which the assessment was made. In the case of co-ownership of any Property subject to assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Community Association shall be used exclusively for the improvement, maintenance, enhancement, and operation of the property described in Article IV, Section 1 and to provide services which the Community Association is authorized or required to provide. The Community Association may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. The amount of annual assessment will vary as to the type of Family Dwelling Unit on a Residential Lot as determined by the Board of Directors of the Community Association.

Section 3. Initial Period. There shall be no annual or special assessments prior to December 31, 2004, or until a date determined by the Board of Directors, whichever is later. The Board of Directors shall give notice of the initial budget and commencement of assessments at least 30 days before the first quarterly installment becomes due. After the date established in the immediately preceding sentence, annual assessments shall be levied and determined in accordance with Sections 4 and 5 of this Article VII.

Section 4. Annual Budget of General Expenses. The Community Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services set forth in Section 2 above for the forthcoming year. Recreational Expenses may only be included in the budget to the extent they relate to Recreational Facilities owned and/or leased by the Community Association and open to all Owners. No Recreational Expenses relating to any Recreational Facility operated on a Membership Basis shall be contained in the budget; provided, however, that nothing contained herein shall prohibit the Community Association from charging a reasonable fee for the use of any Recreational Facility or from permitting the general public to use same upon payment of such a fee if it is deemed in the best interest of Valencia Lakes. The Community Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Owner.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Section 5. Collection of Annual Assessments. Annual assessments with respect to all property covered by a Neighborhood Association shall be determined as follows:

A. The Community Association shall not deal directly with each Unit within the jurisdiction of a Neighborhood Association except as provided in Section of this Article VII except as may become necessary under Section 6 of Article X or this Declaration, but shall deal with the Neighborhood Association through its officers.

B. Each Neighborhood Association shall be liable to the Community Association for collection and remittance of the entire amount of the aggregate monthly installment due with respect to all of the Units owned by all of said Neighborhood Association's members and for the aggregate amount of any special assessment due with respect to all of the Units owned by all of said Neighborhood Association's members. Said Neighborhood Association shall budget and collect said Annual Assessment and Special Assessments as common expenses of the Neighborhood Association, which shall be collected in the Sub-Declaration applicable to the said Neighborhood Association for common expenses of the said Neighborhood Association.

C. If the Declarant amends or modifies the development plan, including but not limited to adding or deleting property, increasing or decreasing density of projected units, altering the relative densities of portions of Valencia Golf and Country Club, or if the number of Units to be constructed in any area of the Property is changed by any Developer, the proportionate shares of the annual budget (or any special assessments) of the Owners may be affected. No Owner shall have any right to object to any such amendment or modification of the development plan on the basis that same would affect his proportionate share of the annual budget or any special assessment) and the decisions of the Declarant in this regard shall be final, conclusive, and unreviewable.

Section 6. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to a Residential Lot on the first day of the month following the earliest of the following events to occur a) a Certificate of Occupancy being issued for a Family Dwelling Unit constructed on a Residential Lot; or b) the occupancy by an Owner of a Family Dwelling Unit on a Residential Lot; or c) the conveyance by the Declarant of a Residential Lot; provided, however, that notwithstanding anything to the contrary contained above, the Owner of a Residential Lot shall pay 1/50th of the annual assessment as to a Residential Lot until a Certificate of Occupancy is issued for the Family Dwelling Unit constructed on the Residential Lot or until the Family Dwelling Unit is occupied by an Owner, whichever first occurs. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 7. Purpose of Special Assessments. To the extent that annual assessments are insufficient to fund the services which the Community Association is authorized or required to provide, the Community Association may levy a special assessment to cover the cost thereof.

Section 8. Proportion and Amount of Special Assessments. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. This provision shall be interpreted to mean that the Community Association may make in any one year an annual assessment as set forth in Section 5 of this Article plus an additional special assessment, which additional assessment being considered alone, may not exceed the annual assessment.

Section 9. Individual Assessments. Subject to the terms and provisions of an

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

applicable Sub-Declaration, each Owner of a Family Dwelling Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. Certain of those responsibilities are the maintenance responsibility of a Neighborhood Association as provided for in the applicable Sub-Declaration over those portions of the Property subject to a Sub-Declaration. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions, Supplemental Declarations and Sub-Declarations to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Community Association, after first given thirty (30) days notice to such Owners and an opportunity to appear before the Board of Directors of the Community Association, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, or the Community Association may require the applicable Neighborhood Association to do so, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owners' Property for such purpose shall not constitute trespass. Assessments may also be levied against such Owners for any damage to Property, Common Area, or Recreational Facilities which may be caused by such Owners, their families, lessees, guests or invitees.

Section 10. Monthly Payment of Annual Assessments. Annual assessments shall be paid in advance in monthly installments due on the first day of each month or as otherwise established by the Community Association commencing with the date stated in Section 3 of this Article, and shall be deemed delinquent if not received by the Community Association on or before the tenth date after they become due. The due date and grace period of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 11. Duties of the Board of Directors. The Board of Directors of the Community Association shall prepare an annual budget and fix the amount of the assessment against each of the properties and Neighborhood Association(s) as provided hereinabove for each assessment period and shall, at that time prepare a roster of the Family Dwelling Units, Residential Lots and properties, Neighborhood Associations, and assessments applicable thereto which shall be kept in the office of the Community Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to Neighborhood Association(s) and every Owner, who directly pays his own assessments. The Community Association shall upon demand at any time furnish to any Neighborhood Association or Owner who pays assessments directly a certificate in writing signed by an officer of the Community Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Community Association may charge a reasonable fee for this certificate.

Section 12. Effect of Non-Payment of Assessment Lien. If any assessment is not paid on or before the past-due date specified in Section 10 of this Article VII, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date, any late charges and the cost of collection (including Reasonable Attorneys' Fees) thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon as provided below, against which each such assessment is made. The Board of Directors shall have the authority to waive(either on a case by case basis or prospectively) small amounts of interest which may become due under this section in order to save bookkeeping costs if the Board finds it in the best interest of the Community Association to do so. Assessments shall be personal obligations against the following:

A. Each Owner of property not covered by a Neighborhood Association shall be personally liable for all assessments made against his/her property, which liability will survive even after he/she has

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

transferred title to the property subject to the assessment. Each person acquiring such property shall become personally liable for all unpaid assessments against such property.

B. Each Neighborhood Association shall be liable for the aggregate assessment against all of the properties covered by said Neighborhood Association.

C. Each member of a Neighborhood Association shall be severally liable for his pro rata share of any assessment against his Neighborhood Association. Any member of a Neighborhood Association may discharge his liability provided in this paragraph by paying his pro rata share of the assessment directly to the Community Association. The provisions of this paragraph shall not apply unless and until any assessment against a Neighborhood Association becomes delinquent and the Community Association opts to enforce same against the Neighborhood Association members. The term "pro rata share" for purposes of this section only, means the pro rata share of any assessment according to the Sub-Declaration applicable to the applicable property.

The lands and improvements which are subject to lien for delinquent assessments are:

D. The lands and improvements subject to any assessment which are not covered by a Neighborhood Association are subject to lien for delinquent assessments made against such lands and improvements.

E. The individual properties owned by the members of a Neighborhood Association which is delinquent in paying assessments shall be subject to a lien, and may be released from such lien, to the extent provided in paragraph C of this section.

F. The individual properties belonging to any Owner shall be subject to lien for failure to pay any individual assessments against such properties.

Said liens shall be evidenced by a claim of lien filed among the Public Records of Collier County, Florida, and shall be effective from and as of the time of recording; such lien shall be superior to all other liens save and except real property tax liens and the liens of any Institutional Lenders first mortgage.

Section 13. Remedies. If any assessment is not paid prior to becoming delinquent or the expiration or any applicable grace period, or within thirty (30) days, if there is no applicable grace period or delinquency date, the Community Association may bring an action at law against any person personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, which foreclosure shall be prosecuted as is provided by law in cases of mortgage foreclosures. The Community Association may bid at any sale held pursuant to such a foreclosure and apply as a cash credit against its bid all sums due the Community Association covered by the lien being enforced. The Board of Directors may settle and compromise said lien if it is in the best interests of the Community Association. In any civil action brought hereunder, the Community Association shall be entitled to judgment for interest, costs, and reasonable attorneys' fees as provided in this Declaration if it is the prevailing party.

Section 14. Subordination of the Lien to Mortgages. Where a person obtains title to property as result of foreclosure of a first mortgage or where the holder of a Institutional Lender's first mortgage accepts a deed in lieu of foreclosure of its first mortgage of record, such acquirer of title and his heirs, successors or assigns, shall not be liable for the lien of any assessment pertaining to the property so acquired which became due prior to the acquisition of title as a result of foreclosure or the acceptance of such deed in lieu of foreclosure, and said property shall be free of any lien for such assessment, provided, however, that the extinguishment of the lien against the property

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

for such assessments provided herein shall not relieve the original Owner from his personal liability to the Community Association for such unpaid assessments. Any assessment not collected because of the foregoing provisions or otherwise found by the Board of Directors to be uncollectible shall be collectible as additional common expenses from all Members subject to the same type of assessment, or the case of an uncollectible assessment made against property located in an area governed by a Neighborhood Association, from all Members belonging to said Neighborhood Association.

Section 15. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefore:

A. Any portion of the Property used exclusively for dedicated public roadways;

B. All Common Area;

Section 16. Capital Contributions. At the time of the closing of a Family Dwelling Unit pursuant to an original sale by the Declarant, each purchaser shall pay to the Declarant on behalf of the Community Association a sum equal to the aggregate of Two Hundred Fifty and No/100 ($250.00) Dollars as the amount of working capital contribution. These monies (hereinafter called "Capital Contribution" shall be the Community Association's property, and shall be held by the Community Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments.

Section 17. Surface Water Management System. If not conveyed to the CDD the Community Association is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Fees shall be assessed and collected through annual assessments or other assessment, if necessary.

Section 18. Declarant's Guarantee of Deficit. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot and there is a Class B Membership, the Declarant shall, at its option, not be liable for assessment against such Residential Lot, provided that the Declarant funds any deficit in operating expenses, exclusive of reserves, cost of capital improvements and non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same). Where there is more than one Declarant, the foregoing rights shall be available to each of the Declarants electing same. For the purposes hereof a deficit shall be computed by subtraction from said expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions and other sums received or receivable by the Community Association. The Declarant may commence such assessments to Residential Lot(s) that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Community Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Residential Lots within the Property owned by Declarant are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Community Association for the payment of assessments or deficits other than those that arose to prior to such time.

ARTICLE VIII

ARCHITECTURAL AND DEVELOPMENT CONTROL

Section 1. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

A. Initially, the ARC shall consist of three (3) persons designated by the Declarant, who shall hold office at the pleasure of the Declarant. The Declarant shall determine which member of the ARC shall serve as its chairman. At such time as the Class B Membership ends or earlier as Declarant may decide, the Declarant shall assign to the Community Association the rights, powers and duties and obligations of the ARC, whereupon the Board of Directors of the Community Association shall appoint the members of the ARC which shall consist of four (4) members and shall provide for the terms of the members of the ARC, and determine which member of the ARC shall serve as its chairman.

B. Except for any Lots owned by a Declarant, or any Common Area roadway or lakes, the ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvements or development of individual units or buildings as well as the general plan for development of any individual lot, subdivision, tract or parcel of land within Valencia Golf and Country Club provided, further, that the ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent then standards prescribed in applicable building, zoning or other local governmental codes.

C. Except as to any Common Area, roadway or lakes, no building, sign, outside lighting, fence, hedge, wall, walk, dock, or other structure or planting shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein 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. As part of the application process, three (3) complete sets of plans and specifications prepared by an architect, landscape architect, engineer, or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC.

D. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F. Unless specifically exempted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

G. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within forty-five (45) days after written request for approval or disapproval is delivered to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required, and the Owner or the Owners agent or attorney may record an affidavit in the Public Records stating that the required notice was given and no objection was made by the ARC, which affidavit shall constitute prima facie evidence of the facts stated

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

therein; provided, however, that no building or other structure shall be erected or shall be allowed to remain if built in violation of this Declaration of which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

H. There is specifically reserved unto the ARC, the right of entry and inspection upon any of the Property for the purpose of determination by the ARC whether there exists any construction of any improvements which violates the terms of any approval by the ARC or the terms of this Declaration, of any Supplemental Declaration or of any other covenants, conditions, and restrictions to which its deed or other instrument of conveyance makes reference. Such inspection shall be preceded by reasonable notice to the Owner of the property to be inspected, except for inspections of exterior of improvements and of unenclosed land. The ARC is specifically empowered, acting in the name of the Community Association, to enforce the provisions of this Declaration and all Supplement Declarations 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 Community Association shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Community Association shall indemnify and hold harmless the ARC and each of its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the ARC's service as a member of the ARC. All costs, expenses, and attorneys' fees of the ARC, including those incurred in connection with its enforcement or powers as provided herein, shall be borne by the Community Association; provided, however, that nothing provided herein shall be deemed to negate the Community Association's right to an award of its and the ARC's reasonable attorneys' fees and costs if it is the prevailing party in any administration or judicial proceeding. The ARC is empowered to publish or modify from time to time, design and development standards for Valencia Lakes.

J. Wherever the written consent of the ARC shall be required, the chairman of the ARC shall be authorized to execute and acknowledge instruments manifesting said consent, after approval by the ARC.

K. A specific improvement, once approved by the Declarant or the ARC, may remain in place notwithstanding the adoption of contrary standards later.

L. Approval may not be given for the construction of any wall, fence or hedge which materially interferes with the water view of the Golf Course view of any Lot or Unit.

ARTICLE IX

SUPPLEMENTAL DECLARATIONS AND SUB-DECLARATIONS

Section 1. Approval of Supplemental Declarations and Neighborhood Declarations. No Supplement Declaration or Neighborhood Declaration may be recorded in the Public Records of Collier County by any person, nor shall same have any legal or equitable affect or validity, nor shall any Neighborhood Association be created, unless it has been approved as provided in this section other than Trustee subjecting the Trustee Property by a Supplemental Declaration pursuant to the authority of Trustee under the provisions of Article II, Section 2(C) of this Declaration. Such approval shall be evidenced by the affixing of a certificate of approval as provided below to the Supplemental Declaration or the Neighborhood Declaration and the recording of

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

said certificate with the Supplement Declaration or Neighborhood Declaration in the Public Records of Collier County.

A. The right of approval provided in this section shall be held by the Declarant for as long as there is a Class B Membership or until the Declarant surrenders its right of approval to the Community Association.

B. No person shall attempt to avoid the requirement of approval set forth in this section by including "deed restrictions' or conditions in any deed or instrument of conveyance of the Property and all such attempted restrictions and conditions, unless approved as herein provided, are hereby declared null and void.

C. The purpose of the provisions of this Section is to ensure that the Property is developed through a uniform plan of development. The provisions of this Section shall apply to all persons owning any of the Property, including but not limited to developers and builders acquiring title from the Declarant.

D. Any Supplemental Declaration or Neighborhood Declaration executed by the Declarant shall be deemed approved as provided herein without the necessity of any separate certificate of approval.

E. The issuance of its approval or consent to the recording of any Supplemental Declaration or Sub-Declaration shall not deem the Declarant, the ARC or the Community Association to be the developer of the property encumbered thereby, and the Declarant, ARC and the Community Association shall incur no liability to any person for their issuance of withholding of approval or consent to the recording of any Supplement Declaration of Neighborhood Declaration.

Section 2. Enforcement of Covenants by Declarant. As long as there is a Class B Member, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Declaration, or to perform any of its duties and responsibilities thereunder, Declarant may, in its sole discretion, enforce such Neighborhood Declaration, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance.

Section 3. Entry Rights. Each Neighborhood Association and each Owner shall permit Declarant, or any authorized agent or employee of Declarant, to enter upon a Neighborhood common area or the owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Declarant into the interior of any Unit that is owned by a person other than Declarant, except in emergency.

Section 4. Maintenance of Neighborhood Common Areas. The Community Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood common areas.

Section 5. Neighborhood Declaration. Declarant reserves the right, and the power, without the consent of any other person being required:

(A) To amend the specific provisions of this Declaration as they apply to one of more Neighborhoods, without amending those provisions with respect to all Neighborhoods; and

(B) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

Section 6. Priority of Neighborhood Declaration. The documents establishing or

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive that those set forth herein.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of an be enforceable by the Community Association, the Declarant, any Neighborhood Association and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. After said twenty-five (25) year period, said covenants shall be automatically extended for successive periods often (10) years unless terminated as follows:

A. Termination shall be terminated at a meeting of the Members after giving of written notice that termination will be considered to each Member at least forty-five (45) days in advance of said meeting.

B. Three-fourths (3/4) of the Members present and voting of each of the two classes of Members must vote in favor of termination.

C. Institutional Lenders having first mortgages encumbering at least three-fourths (3/4) of all properties as to which there are voting rights must consent in recordable written instruments to the termination.

In the event that the Community Association votes to terminate this Declaration, the President and Secretary of the Community Association shall execute a certificate which shall set forth the resolution of termination adopted by the Community Association, the date of the meeting of the Community Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Community Association, the total number of votes required to constitute a quorum at a meeting of the Community Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate and all the consents of all mortgagees shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended at any time by the Community Association provided that two-thirds (2/3) of the votes cast by the Members (where there is a Neighborhood Association voting as always through their Voting Representatives) present at a duly called and held meeting of the Community Association vote in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Community Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Community Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Community Association, the total number of votes required to constitute a quorum at a meeting of the Community Association, the number of votes necessary to adopt the amendment,

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Collier County, Florida. No such amendment shall have the effect causing the reversal of any previous approval or another decision made by the Community Association or the Declarant. Notwithstanding any term or provision in this Section to the contrary, no such amendment shall modify, amend, nor impair the rights of Trustee, or the rights of the owner of the Golf Course Property, granted in this Declaration with respect to the Golf Course Property, easements or roadways within the Property, without the prior written consent of Trustee or the owner of the Golf Course Property (as appropriate), which consent may be withheld in the Trustee's or Golf Course Property owner's sole and absolute discretion.

Section 3. Amendments by Declarant. The Declarant may amend this Declaration at any time that there is a Class B Membership without the consent of the Members. No such amendment shall have the effect of causing the reversal of any previous approval or another decision made by the Community Association or the Declarant. No such amendment shall impair vested, substantial rights of Owners. Notwithstanding any term or provision in this Section to the contrary, no such amendment shall modify, amend, nor impair the rights of Trustee, or the rights of the owner of the Golf Course Property, granted in this Declaration with respect to the Golf Course Property, easements or roadways within the Property, without the prior written consent of Trustee or the owner of the Golf Course Property (as appropriate), which consent may be withheld in the Trustee's or Golf Course Property owner's sole and absolute discretion.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Community Association is called to take action under Section 2 of this Article X with respect to any particular proposed amendment of this Declaration, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty (50%) percent of the total vote of the Community Association.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of person or entity who appears as Owner in the Public Records of Collier County, Florida, as said address appears on the records of the Community Association. Notice to one of two or more Co-Owners of a Residential Lot or Family Dwelling Unit shall constitute notice to all Co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Community Association in writing of any change of address. Any person who becomes and Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if said notice was given to his predecessor in title. In the event notice of change of ownership of the property of any Member is not furnished to the Community Association as provided in Section 3 of Article III hereof, any notice sent by the Community Association to the Owner last known to the Community Association shall be deemed proper notice under this Section. Notice of meetings, proposed assessments, and all matters except proposed individual assessments or sanctions against particular properties or Owners shall be given only to the Voting Representatives and not to the general membership.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Community Association, its successors or assigns, any Neighborhood Association, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition, or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Community Association any

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Neighborhood Association, any Owner, or the Declarant to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees shall ever be entered against the Declarant.

Section 7. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Community Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Community Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance Committee of the Community Association, as said committee is defined in the By-Laws of the Community Association, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Compliance Committee after which the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner by not later than fifteen (15) days after the Compliance Committee meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the Compliance Committee finding are made against the Owner) may impose special assessments against the Unit owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature:

a fine not in excess of Fifty and No/100 ($50.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(2) Second non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 ($100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Community Association.

(f) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Community Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Community Association may otherwise be entitled to recover by law from such Owner.

Section 8. Severability. Should any covenant, condition or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force

NOT OFFICIAL UNTIL RECORDED

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

and effect.

Section 9. Interpretation. The provisions of this Declaration of Covenants, Conditions and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 10. Termination of Declaration. Should this Declaration be terminated as provided herein, all Common Area other than the Common Area containing the surface water management system, property containing the surface water management system and water management portions of Common Area and Recreational Facilities owned or held by the Community Association at such time shall be transferred to a trustee appointed by the Circuit Court, Collier County, Florida, which trustee shall sell the Common Area and Recreational Facilities free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Collier County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area or Recreational Facilities, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Area or Recreational Facilities. The excess of proceeds, if any, from Common Area and Recreational Facilities shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget; provided, however, that where the portion of the Property owned by any Owners is encumbered by a mortgage, the distribution attributable to said portion of the Property shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases on condemnation awards. Should this Declaration be terminated the surface water management system, property containing the surface water management system and water management portions of Common Area shall be conveyed to an agency of local government determined to be acceptable by South Florida Water Management District. If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Common Area will be dedicated to a non-profit corporation similar to the Community Association.

Section 11. Declarant's Disclaimer. Notwithstanding anything to the contrary herein, neither Declarant nor Trustee makes any warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be objected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 12. Construction of Terms. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 13. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Property.

Section 14. Dissolution of Community Association. The Community Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Community Association is involuntarily terminated for failure to comply with the requirements of Chapter 617, Florida Statutes, or otherwise:

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Community Association's corporate status, and until such corporation status is reinstated;

B. The last directors as surviving trustees shall continue the activities of the Community Association; and

C. Each of the Members of the Community Association shall be responsible for the proper performance of the mandatory functions of the Community Association as specified in Article IV, Section 1 of this Declaration.

Section 15. Failure of Neighborhood Associations to Fulfill Responsibilities. If at any time it appears to the Board of Directors of the Community Association that any Neighborhood Association is not properly fulfilling its responsibilities hereunder and under its Sub-Declaration, to the extent that the appearance, first class residential standards, health, or safety of Valencia Lakes is jeopardized, or if any Neighborhood Association is delinquent in the payment of any assessment to the Community Association, the Board of Directors may, after at least 15 days written notice to said Neighborhood Association and furnishing the officers of said Neighborhood Association an opportunity to be heard, assume such portion of the rights and responsibilities (including assessment and lien rights) of said Neighborhood Association as it is not fulfilling until the officers of said Neighborhood Association demonstrate to the reasonable satisfaction of the Board of Directors of the Community Association that the Neighborhood Association will properly exercise its responsibilities. All reasonable expenses incurred by the Community Association in the exercise of its powers under this Section, including but not limited to reasonable attorneys' fees (whether suit is brought or not), accountants' fees, and professional management fees (the Community Association is hereby empowered to place the affairs of any Neighborhood Association subjected to the provisions of this Section in the hands of professional management agents), shall be paid by said Neighborhood Association as a common expense.

Section 16. Change in Density by Developers. Whenever reference is made in this Declaration to the numbers of Units projected by the Development plan for the various areas of the Property, including but not limited to the provisions relating to voting and assessments, such projected number of Units as stated in the Development plan, as same my be amended from time to time by the Declarant, are only the maximum number of Unit projected for such areas and the actual number of Units constructed may be less, as determined by the Declarant. Until the recording in the Public Records of a plat of the issuance of approval of a final development plan by applicable governmental authorities establishing that less than the number of Units projected by the development plan are to be constructed, the number of Units projected by the Development plan for each Area shall be utilized for all purposes. After approval of a final Development plan or recording of a plat establishing that different number of Units are to be constructed, said different number of Units shall be utilized for all purposes under this Declaration.

Section 17. No Amendment Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of Common Areas shall be submitted to the South Florida Water Management District for review prior to finalization of the Amendment. The South Florida Water Management District shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the Amendment of the Declaration.

Section 18. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Community Association and any controlling governmental authority, including but not

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place any fill on a Lot which would adversely affect the drainage of any contiguous Lot.

Section 19. South Florida Water Management District Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as Exhibit B. Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Community Association for the benefit of the Community Association.

Section 20. LONG TERM DEVELOPMENT. SOME AREAS OF THE PROPERTY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE PROPERTY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. FROM TIME TO TIME, DECLARANT, BUILDERS AND OTHER MAY PRESENT TO THE PUBLIC, CERTAIN RENDERINGS, PLANS AND MODELS SHOWING POSSIBLE FUTURE DEVELOPMENT OF THE PROPERTY. DECLARANT DOES NOT WARRANT IN ANY WAY THE SCHEMES IN THESE RENDERINGS, PLANS OR MODELS OR HOW THE FUTURE IMPROVEMENTS WILL ACTUALLY BE DEVELOPED. ANY SUCH RENDERINGS, PLANS OR MODELS ARE PRIMARILY THEMATIC AND IN NO WAY REPRESENT A GUARANTEED FINAL DEVELOPMENT PLAN FOR THE PROPERTY.

Section 21. Hurricane Preparedness. It shall be the responsibility of the Community Association to establish and maintain an educational program for hurricane preparedness. The program must, at a minimum, consist of annually describing to the residents the risks of hurricane hazards and actions to mitigate the dangers that these hazards presents.

Section 22. Treated Effluent. The Declarant has entered or will enter into an agreement Community Resource Services, Inc., an effluent supplier, for the use of treated sewage of effluent within the project for irrigation purposes throughout the subdivision, including all Common Areas, neighborhood common areas, lots, units and condominium common element properties. The Declarant shall be responsible for providing all on-site piping and pumping facilities from the point of delivery to the project, and negotiate with the effluent supplier to provide full or partial on-site storage facilities, as required by the Florida Department of Environmental Protection consistent with the volume of treated wastewater to be utilized. All owners within the Property, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots with treated effluent, provided that the effluent emanated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. The cost of such treated effluent and all administration, operational, maintenance and support costs related to it, are expenses of the Community Association.

Section 22. Water Supply; Wells; Water Rights. Each Unit shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to the Property. No Owner may install or operate a private well. The Declarant, its successors or assignors, shall have the exclusive right to develop and utilize the ground and surface water resources of the Property for any legal purpose, including the transport and use of such waters beyond the Property, and the conveyance of any Lot or Unit by Declarant does not include the right to develop or utilize any ground water or sub-surface water resources without such Lot or Unit.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

ARTICLE XI

USE RESTRICTIONS

Section 1. The Property may be used for those purposes provided in the Development plan. Declarant reserves the right and the power to assign and reassign various land uses within the Property in accordance with the Development plan, or any amendments thereto, and where reasonably necessary and advisable, to inaugurate and implement variations from, modifications to, or amendments of the Development plan and any other governmental plans, land development regulations, development orders and development permits applicable to the Property, so long as Declarant maintains and preserves the overall general scheme of the Property.

Section 2. Subdivision and Regulation of Property. No Lot or Unit may be divided or subdivided without the express written consent of the Declarant. No Owner or Neighborhood Association shall initiate, undertake or attempt to inaugurate or implement any variation from. modification to, or amendment of the Development plan or any other governmental plans, land development regulation, development orders or development permits applicable to the Property, or to any Lot, tract or parcel without the prior written approval of Declarant which approval may be denied at the sole discretion of Declarant. Nothing herein is intended to prohibit judicial partition of a Lot or Unit owned by two or more persons.

Section 3. Surface Water Management Systems; Lakes; and Wet Retention Ponds. The Community Association shall be responsible for maintenance of all surface water management systems, ditches, canals, lakes, and water retention ponds in the Property. All surface water management systems the community, will be the ultimate responsibility of the Community Association, which may enter any lot, tract or neighborhood common area and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be an expense of the Community Association. Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction.

(A) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an owner or Neighborhood Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Declarant.

(B) No Owner, Neighborhood Association or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Community Association, or any appropriate governmental agency that may reasonably require access. Non-exclusive easements therefore are hereby specifically reserved and created.

(C) No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Declarant. No person other than the Declarant may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, fishing, swimming, or wading in such areas allowed.

(D) All Stormwater Management Systems and Conservation Areas, excluding those areas (if any) maintained by Collier County, will be the ultimate

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

responsibility of Community Association. The Community Association may enter any Lot, Tract, Parcel or Neighborhood Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost shall be an expense of Community Association. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(E) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Stormwater Management Systems or Conservation Areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including South Florida Water Management District, and the Declarant, its successors and assigns.

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

Section 4. Conservation Areas. The **Community Association** shall be responsible for the maintenance and regulatory compliance of all Conservation Areas, regardless of where located, in accordance with rules, regulations and permitting requirements set forth by the County and other permitting agencies, including the South Florida Water Management District. No person shall undertake or perform any activity in Conservation Areas described in the approved permits and plats of the Community, or remove native vegetation that becomes established within the Conservation Areas. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting.

Section 5. Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Community Association or to a Neighborhood Association, the Community Association or Neighborhood Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

Section 6. Unit Maintenance. Each Lot Owner shall be responsible for maintaining and repairing the Unit and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition. Each Lot Owner shall be responsible for the maintenance, replacement or repair of all doors, exterior walls and all other portions of his Unit and shall also be responsible to keep the paint on the exterior walls of the Unit and the roof in a good state of repair. It will also be the duty of each Lot Owner to maintain in good repair the driveway servicing his Lot. If any Lot Owner breaches these covenants, the Community Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 7. Lawn Maintenance. It shall be the duty of the Community

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Association to maintain and cut the grass located on the Lot Owner's Lot, the cost of such grass maintenance on the Lot Owner's property being assumed by the Community Association for the benefit of the entire Property as if same were Common Property, and such costs being considered with the budget as part of grounds' maintenance. The Lot Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Community Association. The Community Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining and cutting the grass, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Community Association, the said consent being conditioned on the Community Association having free access to the property for the purpose of maintaining and cutting the grass.

Section 8. Irrigation. It shall be the duty of the Community Association to maintain the irrigation system. Said irrigation system will run both on Lots and Common Property. The cost of such maintenance of the irrigation system on a Lot being assumed by the Community Association for the benefit of the entire Property as if same were Common Property, and such costs being considered with the budget as part of grounds' maintenance. The Community Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining the irrigation system, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Community Association. A Lot Owner shall be responsible for any damage done to the irrigation system, whether on the Owner's Lot or the Common Property, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Furthermore, an Owner may not reconfigure the irrigation system in any manner, including but not limited to any irrigation lines, pipes and heads.

Section 9. Sidewalks. Declarant may construct sidewalks in various locations within Valencia Golf and Country Club. Driveway cuts and the construction of the driveways must be done in accordance with plans and specifications approved by Declarant.

Section 10. Litter. In order to preserve the beauty of Valencia Golf and Country Club, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board of Directors, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

Section 10. Walls; Fences; Hedges, etc. Unless approved in writing by Declarant, no wall, fence, hedge, or other divider shall be constructed or maintained on any adjoining Lot or Neighborhood Common Area, it being the express intent that no fences, walls or dividers shall be permitted on any Lot or Neighborhood Common Area which abuts lakes, preserve areas, streets or roads unless the Declarant so approves. Hedges, constructed of shrubbery or other suitable vegetation, may be approved but only in those situations where back to back lots or homesites so request and are approved. Any dispute as to height, length, type, design, composition or material shall be resolved by the Community Association's Board of Directors, whose decision shall be final. Approval may not be given for the construction of any wall, fence or hedge which materially interferes with the water view or Golf Course view of any Lot or Living Unit.

Section 12. Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by Declarant. Maintenance and repair of all driveways, parking and other paved parking facilities (except driveways serving only one single family home) shall be the responsibility of the Community Association (if located in the Common Areas) or the responsibility of the Neighborhood Association (if located in a Neighborhood Common Area). Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

Section 13. Color. No exterior colors on any structure shall be permitted that, in

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

the judgment of the ARC or Declarant, would be inharmonious, discordant or incongruous with the Community or a particular Neighborhood. The initial exterior color and design of structures shall be as approved by Declarant, and any later changes must be approved by the ARC.

Section 14. Underground Utilities. No lines or wires for communication or the transmission of current shall be constructed, or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by Declarant. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 15. Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected without the prior written permission of Declarant. No tent, trailer or temporary structure other than those used by Declarant for construction and sales activities shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the Architectural Review Committee.

Section 16. Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the Architectural Review Committee, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the federal Telecommunications Act of 1996, as amended from time to time. The Community Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Community Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Living Unit and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A portable flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Community Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.16 shall not apply to the Declarant.

Section 17. Trucks; Commercial Vehicles; Recreational Vehicles; Motor Homes; Mobile Homes; Boats; Campers; Trailers and Other Vehicles.

Motor Vehicles: Parking. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the property except on an individual driveway or within a garage. No commercial trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on community property, unless fully enclosed within a garage. Boats, boat trailers, trailers, semi-trailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept within the community unless fully enclosed within a garage. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less.

(A) "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, displays, equipment, inventory, apparatus or otherwise indicates a commercial

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

use.

(B) "Trucks" means any motor vehicle which is designed or used principally for the carnage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This shall specifically include "pickup trucks", "El Caminos", "Rancheros" and like vehicles but shall not include passenger and like vans (provided same are not "commercial" vehicles, as defined above) similar to those currently marketed under the following manufacturers name plates: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Aerostar and all other vehicles of similar design and custom passenger vans. The term truck shall not include "Jeeps" if same do not have a cabinet box, bed, platform, box or rack, as described above and if same are not "non-passenger" vehicles, as described below) such as Ford Broncos, Chevrolet Blazers, Jeep Wagoneers, Jeep Cherokees and the like.

(C) "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property and shall include wave-runners.

(D) "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

(E) "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

(F) "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

(G) "Motorcycle" means any motor vehicle on two or three wheels propelled by an engine and shall include "A TV's", motor scooters, motorcycles, and mopeds powered by engines.

(H) "Motor Homes" or "Recreational Vehicle" means any vehicles which are self- propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

(I) No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven (7) consecutive days shall be presumed to be unable to operate on its own power.

(J) A speed limit of twenty (20) miles per hour shall apply throughout the Community. Unnecessary vehicle noises are to be avoided within the grounds.

(K) Vehicle maintenance is not permitted within the Community except in garages. For purposes of this section, vehicle maintenance shall include, but

Document is NOT OFFICIAL! This Document is the property of the Lake County Clerk of the Circuit Court and Comptroller. Pursuant to F.S. 119.071(5)(a), Recording Clerks may charge up to $1.00 per page for certified copies.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the exterior and interior of the vehicle, waxing and checking fluid levels is permissible. Emergency repairs to vehicles such as changing a flat tire is allowed.

The Board of Directors of the Community Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section.

Section 18. Outdoor Equipment. No above ground swimming pools and oil tanks are permitted. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association.

Section 19. Clothes Drying Area. No outdoor clothes drying area shall be allowed.

Section 20. Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by Declarant. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Community Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Community, shall be allowed.

Section 21. Air Conditioners. Wall or window air conditioning or heating units are not permitted.

Section 22. Solar Collectors: Roof Vents. Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by Declarant or the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

Section 23. Signs. During the time period Declarant owns any Lot within the Property, no sign of any kind shall be displayed to the public view on any Lot, except those approved by the Board of Directors of the Community Association to be placed at a site within the Lot or Unit approved by the Board of Directors of the Community Association and except signs used by the Declarant to advertise the Property during the construction and sale of Units.

Section 24. Units; Residential Use. Each Unit shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding however, neither the listing on any occupational license or the listing within any telephone directory of the Unit serving as a business address shall be dispositive of the property being used as for commercial or business purposes. Any owner may use his/her residence for incidental commercial purposes, so long as (1) property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether retail or wholesale customers; (2) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Unit, even on isolated occasions; (3) the business activity within the Unit is limited to telephone calls and written correspondence in and from the Unit; and (4) no employees or contractors, other than those who regularly reside within the Unit may perform any work or other services to the business at the Unit. This restriction shall further not be construed to prohibit any owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his

RECORDED

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Unit. Such uses are expressly declared customarily incident to residential use.

Section 25. Pets and Animals. No livestock or poultry shall be kept, maintained, or bred in any Unit or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or two (2) domestic cats shall be permitted to be maintained in the Property, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such person or by members of his or her family, his or her guests or invitees and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. The Corporation shall have the right to promulgate Rules and Regulations relating to animals, and the right to restrict, under such Rules and Regulations any animals determined by the Board to constitute a nuisance.

Section 26. Nuisances. Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Declarant so long as it owns any property in the Community and thereafter by the Community Association whose decision shall be final.

Section 27. Correction of Health and Safety Hazards. Any Conditions on the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Community Association, and the cost thereof shall be charged to the responsible owner or Community Association.

Section 28. Assignment of Approval Rights. At such time as neither Declarant nor any subsequent developer hold any Lots or Units in the Community for sale in the ordinary course of business, or at such earlier time as Declarant may determine, all rights of Declarant to approve or disapprove any construction, alteration or other aspect of the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the ARC. At that same time all other approval powers of the Declarant shall automatically devolve upon and be assigned to the Board of Directors of the Community Association.

Section 29. Declarant's Exculpation. The Declarant or any builder may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to any owner or Community Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons. The use restrictions of this Section 5 shall not apply to any property owned by a Developer prior to its conveyance to an owner other than a Developer.

Section 30. Leasing of Units. No Unit may be leased or rented for a period of less than one hundred eighty (180) consecutive days. A Neighborhood Declaration may establish stricter standards for particular Neighborhoods.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING UNITS OR THE INCOME

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC AND ADVANTAGE OF OWNERSHIP.

Section 31. Waiver and Disclaimer Regarding Golf Course. Each Owner of a Lot or Unit, by acceptance of a deed therefore, whether or not is shall be so expressed in such deed, is hereby deemed to acknowledged and accept the following inherent risks associated with the Golf Course:

(1) maintenance on the Golf Course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;

(2) during certain periods of the year, the Golf Course will be heavily fertilized;

(3) the maintenance of the Golf Course may require the use of chemicals and pesticides;

(4) the Golf Course may be watered with reclaimed water;

(5) golf balls are not susceptible of being easily controlled and accordingly may enter Owner's airspace, strike Owner, Owner's guest, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage; ~~and~~

(6) the Golf Course will consist of roughs, natural areas and other golf course ancillary properties which will be maintained by the owner/operator of the golf course. The level of maintenance including the nature of mowing, pruning, trimming and other care shall be determined solely by the Golf Course owner/operator, and

(7) noise caused by golfers.

The Declarant, the CDD, the operator of the Club and its members (in their capacity as members), the developer and any successor in title to the golf course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("Released Parties"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot owner's use or enjoyment of the Lot, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot, that may result in property damage or personal injury from golf balls (regardless of number) hit on the Lot or Unit or adjacent roadways, or from the exercise by any golfer of the easements granted herein.

Furthermore, each Owner of a Lot or Unit hereby assumes the risk inherent in owning property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Declarant, the Community Association, the Master Association, any Neighborhood Association, Trustee and the owner of the Golf Course Property harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Lot, for any personal injury or property damage.

Section 32. THE COMMUNITY ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON AREAS AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE, WHEN CONVEYED TO THE COMMUNITY ASSOCIATION BY THE DECLARANT. THE DECLARANT MAKE NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATION OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN, THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE COMMUNITY ASSOCIATION, WITHOUT RECOURSE, ALL EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

Section 33. Sales Activity. While one or more Lots or Units are for sale in the ordinary course of business, the Declarant shall have the right to use those Lots or Units and the Common Areas or Neighborhood common areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Property including temporary trailers or other structures used for sales marketing, or construction purposes. No Owner or Neighborhood Association may interfere with, or do anything detrimental to, the Declarant's sales efforts. Without limited the generality of the foregoing, the Declarant and its designees may show model Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of the Property.

Section 34. Orangetree Declaration. THE PROPERTY IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF ORANGETREE RECORDED IN OFFICIAL RECORDS BOOK 1310, PAGE 1536 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA ("ORANGETREE DELCARATION"). A COPY OF THE ORANGETREE DECLARATION IS ATTACHED HERETO AS EXHIBIT C. THE ORANGETREE DECLARATION REQUIRES PAYMENT OF ASSESSMENTS AS MORE PARTICULARALY DESCRIBED IN THE ORANGETREE DECLARATION.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 2 day of ~~July~~ August, 2004.

Signed, sealed and delivered in the presence of:

Name: Vince Tamican

Name: Stephen Lewitz

D.R. Horton, Inc., a Delaware corporation, a Delaware corporation,

By: Paul Romanowski, Vice-President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2 day of ~~July~~ August, 2004 by Paul Romanowski, as Vice-President of D.R. Horton, Inc., a Delaware corporation, on behalf of said Corporation. Said Paul Romanowski is personally known to me and/or has produced a FL. DL. as identification.

Debra M. Harper
Name: Debra M. Harper
Notary Public, State of Florida at Large

My Commission Expires:

Debra M. Harper
MY COMMISSION # CC984350 EXPIRES
January 5, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

UNOFFICIAL DOCUMENT

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

NOT A CERTIFIED COPY

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Lots 1 through 142, Valencia Golf and Country Club, Phase 1, according to the Plat thereof, as recorded in Plat Book 40, Pages 33 through 39, inclusive, of the Public Records of Collier County, Florida; and

Tracts "A" and "C", Valencia Golf and Country Club, Phase 1, according to the Plat thereof, as recorded in Plat Book 40, Pages 33 through 39, inclusive, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

t:\constnen drhorton\046927\document\exhibit a to declaration-july23-04

EXHIBIT "A"

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 11-00418-S
DATE ISSUED: April 30, 2004

Form #0941
08/95

PERMITTEE: ORANGETREE ASSOCIATES
3000 ORANGE GROVE TRAIL
NAPLES, FL 34120

PROJECT DESCRIPTION: This application is a request for a General Permit Modification authorizing Construction and Operation of a surface water management system serving a 50.2 acre residential subdivision known as Valencia Lakes Golf and Country Club Phase 1-A, part of a 2,378 acre site known as Orange Tree residential development, with discharge into waters of the Gulf of Mexico via the Golden Gate Canal via the existing SWMS.

PROJECT LOCATION: COLLIER COUNTY, SEC 23 TWP 48S RGE 27E

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

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 040330-23, dated March 30, 2004. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40 , Florida Administrative Code (F.A.C.).

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

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 5).
3. the attached 12 Special Conditions (See Pages : 5 - 5 of 5) and
4. the attached 6 Exhibit(s).

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 30th day of April, 2004, in accordance with Section 120.60(3), Florida Statutes.

BY: Jacqueline Rippe
Jacqueline Rippe, P.E.
Director
Lower West Coast Service Center

Certified mail number 7003 1010 0004 2578 2086

NOT A CERTIFIED COPY

OR: 3649 PG: 3427

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

EXHIBIT "B"

OR: 3649 PG: 3428

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an app appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order: If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Permit: Pursuant to Section 373.427, Fla. Stat., 40E-1.511(3), Fla. Admin. Code (also publishe exception to the Uniform Rules of Procedure as F 0.109(2)(c)), a petition objecting to the SFWMD' action regarding consolidated applicatio Environmental Resource Permits and Use of S Submerged Lands (SLERPs), must be filed within of the notice of consolidated intent to grant or SLERP. Petitions must substantially comply requirements of either subsection a. or b. above.

e. Emergency Authorization and Ord A person whose substantial interests are affecte SFWMD Emergency Authorization and Order, has to file a petition under Sections 120.569, 120.57(120.57(2), Fla. Stat., as provided in subsections a. above. However, the person, or the agent of the responsible for causing or contributing to the emi conditions shall take whatever action necessary to immediate compliance with the terms of the Eme Authorization and Order.

f. Order for Emergency Action: A whose substantial interests are affected by a SI Order for Emergency Action has a right to file a pursuant to Rules 28-107.005 and 40E-1.611, Fla. Code, copies of which are attached to this Notice of and Section 373.119(3), Fla. Stat., for a hearing Order. Any subsequent agency action or proposed a action to initiate a formal revocation proceeding sh separately noticed pursuant to section g. below.

g. Permit Suspension, Revoc Annulment, and Withdrawal: If the SFWMD issue administrative complaint to suspend, revoke, annu withdraw a permit, the permittee may request a heari be conducted in accordance with Sections 120.569 120.57, Fla. Stat., within 21 days of either written n through mail or posting or publication of notice that SFWMD has or intends to take final agency ac Petitions must substantially comply with the requirem of Rule 28-107.004(3), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

2. Because the administrative hearing proc is designed to formulate final agency action, the filing a petition means that the SFWMD's final action may different from the position taken by it previou Persons whose substantial interests may be affected

Revised August, 2000

POOR QUALITY ORIGINAL

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Sta who is adversely affected by final SFWMD a seek judicial review of the SFWMD's final decisio a notice of appeal pursuant to Florida Rule of Procedure 9.110 in the Fourth District Court of Ap the appellate district where a party resides an second copy of the notice with the SFWMD Clerk days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" m review by the Land and Water Adjudicatory Cor (FLAWAC) of SFWMD's final agency action to det such action is consistent with the provisions and p of Chapter 373, Fla. Stat. Pursuant to Section Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Code, a request for review of (a) an order or rul SFWMD must be filed with FLAWAC within 20 da rendition of the order or adoption of the rule soug reviewed; (b) an order of the Department of Enviro Protection (DEP) requiring amendment or repea SFWMD rule must be filed with FLAWAC within 30 rendition of the DEP's order, and (c) a SFWMD entered pursuant to a formal administrative hearing Section 120.57(1), Fla. Stat., must be filed no later t days after rendition of the SFWMD's final Simultaneous with filing, a copy of the request for must be served on the DEP Secretary, any person i in the SFWMD or DEP final order, and all parties proceeding below. A copy of Rule 42-2.013, Fla. A Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific of the SFWMD has inordinately burdened an existin of the real property, or a vested right to a specific u the real property, may file a claim in the circuit court v the real property is located within 1 year of the SFW action pursuant to the procedures set forth in Subse 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTIO

11. A property owner who alleges that a SFW development order (as that term is defined in Sec 70.51(2)(a), Fla. Stat. to include permits) or SFW enforcement action is unreasonable, or unfairly burd the use of the real property, may file a request for r with the SFWMD within 30 days of receipt of the SFWM order or notice of agency action pursuant to the procedu set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests a or may be, affected by the SFWMD's action may choo mediation as an alternative remedy under Section 120.5 Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Adm Code, the petition for mediation shall be filed within days of either written notice through mail or posting

POOR QUALITY ORIGINAL

OR: 3649 PG: 3429

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

OR: 3649 PG: 3430

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

(a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone and any facsimile number of the attorney o representative of the petitioner, (if any);

(d) the applicable rule or portion of t

(e) the citation to the statue th implementing;

(f) the type of action requested;

(g) the specific facts that demo substantial hardship or violation of principals o that would justify a waiver or variance for the petiti

(h) the reason why the variance or t requested would serve the purposes of the u statute; and

(i) a statement of whether the va waiver is permanent or temporary. If the var waiver is temporary, the petition shall include t indicating the duration of the requested variance or

A person requesting an emergency variance waiver of a SFWMD rule must clearly so state caption of the petition. In addition to the requiren Section 120.542(5), Fla. Stat. pursuant to R 104.004(2), Fla. Admin. Code, the petition mu include:

a) the specific facts that make the situa emergency; and

b) the specific facts to show that the petitio suffer immediate adverse effect unless the varia waiver is issued by the SFWMD more expeditious the applicable timeframes set forth in Section 120.54 Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant frames prescribed above will constitute a waiver of right.

28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL F

(2) All petitions filed under these rules shall conta

(a) The name and address of each agency affe and each agency's file or identification number, if know

(b) The name, address, and telephone number o petitioner; the name, address, and telephone numbe the petitioner's representative, if any, which shall be address for service purposes during the course of proceeding, and an explanation of how the petitior substantial interests will be affected by the age determination;

(c) A statement of when and how the petitic received notice of the agency decision;

(d) A statement of all disputed issues of material f If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleg as well as the rules and statutes which entitle the petitio to relief; and

(f) A demand for relief.

POOR QUALITY ORIGINAL

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding. and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

(3) Requests for hearing filed in accordance with this rule shall include:

(a) The name and address of the party making the request, for purposes of service;

(b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and

(c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

(a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S. or rules duly adopted thereunder;

(b) How the rule or order sought to be rev affects the interests of the party seeking review;

(c) The oral or written statement, sworn or which was submitted to the agency concerning to be reviewed and the date and location of the if the individual or entity requesting the review participated in a proceeding previously instituted to Chapter 120, F.S., on the order for which sought;

(d) If review of an order is being sought, wh how the activity authorized by the orde substantially affect natural resources of stat regional significance, or whether the order raises policy, statutory interpretation, or rule interpreta have regional or statewide significance from a st of agency precedent, and all the factual base record which the petitioner claims suppo determination(s); and

(e) The action requested to be taken Commission as a result of the review, whether to re modify the order, or remand the proceeding to th management district for further action, or to req water management district to initiate rulemaking to amend or repeal a rule.

28-107.006 EMERGENCY ACTION

(1) If the agency finds that immediate serious to the public health, safety, or welfare requires eme action, the agency shall summarily suspend, li restrict a license.

(2) the 14-day notice requirement of s 120.569(2)(b), F. S., does not apply and shall construed to prevent a hearing at the earliest practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 after emergency action taken pursuant to paragraph this rule, the agency shall initiate a formal suspensi revocation proceeding in compliance with Sec 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate acti necessary to protect public health, safety or welfare health of animals, fish or aquatic life; the works of District; a public water supply, or recreational, comme industrial, agricultural or other reasonable uses of land water resources.

(2) The Executive Director may employ the resou of the District to take whatever remedial action neces to alleviate the emergency condition without the issua of an emergency order, or in the event an emergency or has been issued, after the expiration of the requisite t for compliance with that order.

POOR QUALITY ORIGINAL

OR: 3649 PG: 3431

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

OR: 3649 PG: 3432

GENERAL CONDITIONS

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

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

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

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

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

6. Within 30 days after completion of construction of the permitted activity, the permitee shall submit a writ statement of completion and certification by a registered professional engineer or other appropri individual as authorized by law, utilizing the supplied Environmental Resource Permit Construct Completion/Certification Form Number 0881. The statement of completion and certification shall be bas on onsite observation of construction or review of as-built drawings for the purpose of determining if work was completed in compliance with permitted plans and specifications. This submittal shall serve notify the District that the system is ready for inspection. Additionally, if deviation from the approv drawings is discovered during the certification process, the certification must be accompanied by a copy the approved permit drawings with deviations noted. Both the original and revised specifications must clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All survey dimensions and elevations shall be certified by a registered surveyor.

7. The operation phase of this permit shall not become effective: until the permittee has complied with th requirements of condition (6) above, and submitted a request for conversion of Environmental Resourc Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system be in compliance with the permitted plans and specifications; and the entity approved by the District accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Perm Applications within the South Florida Water Management District, accepts responsibility for operation an maintenance of the system. The permit shall not be transferred to such approved operation an maintenance entity until the operation phase of the permit becomes effective. Following inspection an approval of the permitted system by the District, the permittee shall initiate transfer of the permit to th

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

GENERAL CONDITIONS

approved responsible operating entity if different from the permittee. Until the permit is trar pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the term permit.

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

9. For those systems that will be operated or maintained by an entity that will require an easement o restriction in order to enable that entity to operate or maintain the system in conformance with this p such easement or deed restriction must be recorded in the public records and submitted to the l along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 Basis of Review for Environmental Resource Permit applications within the South Florida Management District, prior to lot or units sales or prior to the completion of the system, whichever c first. Other documents concerning the establishment and authority of the operating entity must be file the Secretary of State, county or municipal entities. Final operation and maintenance documents m received by the District when maintenance and operation of the system is accepted by the government entity. Failure to submit the appropriate final documents will result in the permittee rem liable for carrying out maintenance and operation of the permitted system and any other permit conditi

10. Should any other regulatory agency require changes to the permitted system, the permittee shall noti District in writing of the changes prior to implementation so that a determination can be made whet permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special d authorizations prior to the start of any activity approved by this permit. This permit does not convey t permittee or create in the permittee any property right, or any interest in real property, nor does it auth any entrance upon or activities on property which is not owned or controlled by the permittee, or co any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40l F.A.C..

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence excavation, construction, or other activity involving the use of sovereign or other lands of the State, the to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining required lease, license, easement, or other form of consent authorizing the proposed use. Therefore permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prio commencing activity on sovereignty lands or other state-owned lands.

13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qual for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.

14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabil which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonm or use of any system authorized by the permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit applicat including plans or other supporting documentation, shall not be considered binding, unless a spec condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfe ownership or control of a permitted system or the real property on which the permitted system is locat All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 a

OR: 3649 PG: 3433
Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)
POOR QUALITY ORIGINAL

GENERAL CONDITIONS

40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective acti
may be required as a result of any violations prior to the sale, conveyance or other transfer of the sy

17. Upon reasonable notice to the permittee, District authorized staff with proper identification sha
permission to enter, inspect, sample and test the system to insure conformity with the pla
specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permitte
immediately notify the appropriate District service center.

19. The permittee shall immediately notify the District in writing of any previously submitted information
later discovered to be inaccurate.

NOT A CERTIFIED COPY

OR: 3649 PG: 3434

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on April 30, 2009.
2. Operation of the surface water management system shall be the responsibility of ORANGE HOMEOWNERS ASSOCIATION.
3. Discharge Facilities: Through previously permitted facilities.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality prol that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations d occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorpo into the drainage system if such measures are shown to be necessary.
7. Facilities other than those stated herein shall not be constructed without an approved modification of permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hun (100) feet of all permitted discharge structures no later than the submission of the certification report. location of the elevation reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the surface w management system in order to remove all trapped sediments/debris. All materials shall be prop disposed of as required by law. Failure to properly maintain the system may result in adverse flooc conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates t adverse water resource related impacts will not be caused by the completed permit activity. Should a adverse impacts caused by the completed surface water management system occur, the District require the permittee to provide appropriate mitigation to the District or other impacted party. The Dist will require the permittee to modify the surface water management system, if necessary, to eliminate t cause of the adverse impacts.
11. All special conditions and exhibits previously stipulated by permit number 11-00418-S remain in effe unless otherwise revised and shall apply to this modification.
12. Plan sheets 2, 3, and 5 through 14 signed, sealed, and dated on March 19, 2004 by Richard J. Joudre P.E. of Davidson Engineering, Inc. have been included in this permit modification and will be retained the permit file.

NOT CERTIFIED COPY

OR: 3649 PG: 3435

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

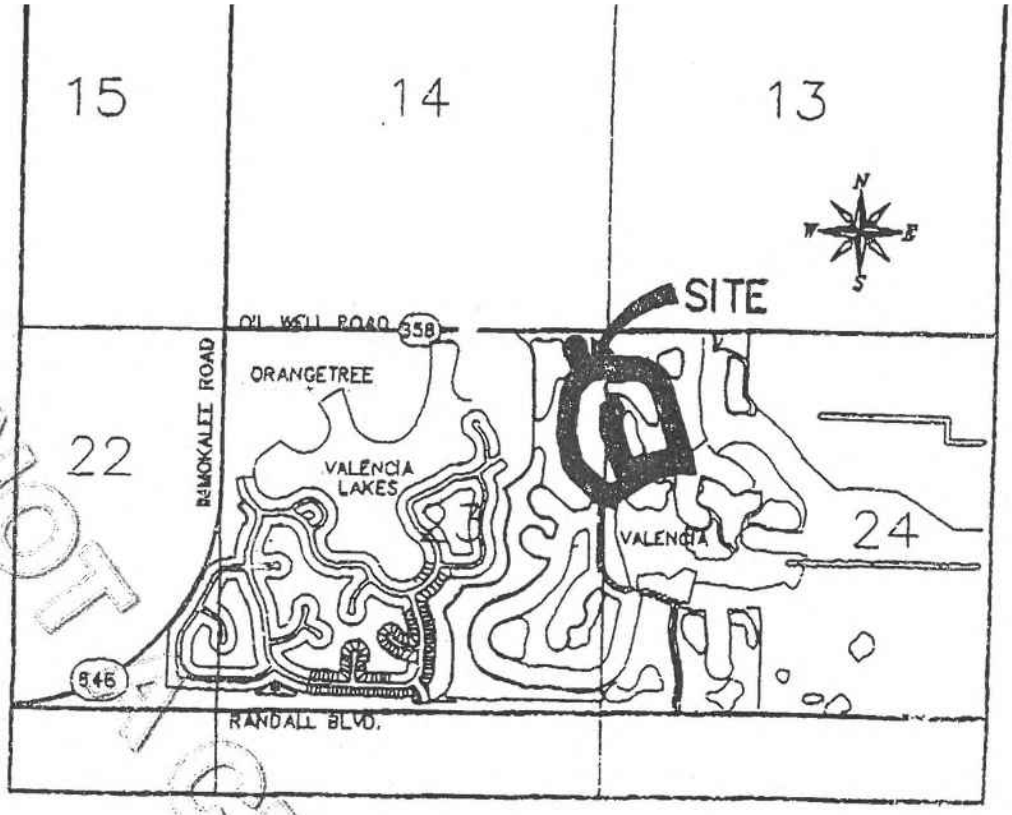
3.C.h

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Packet Pg. 309

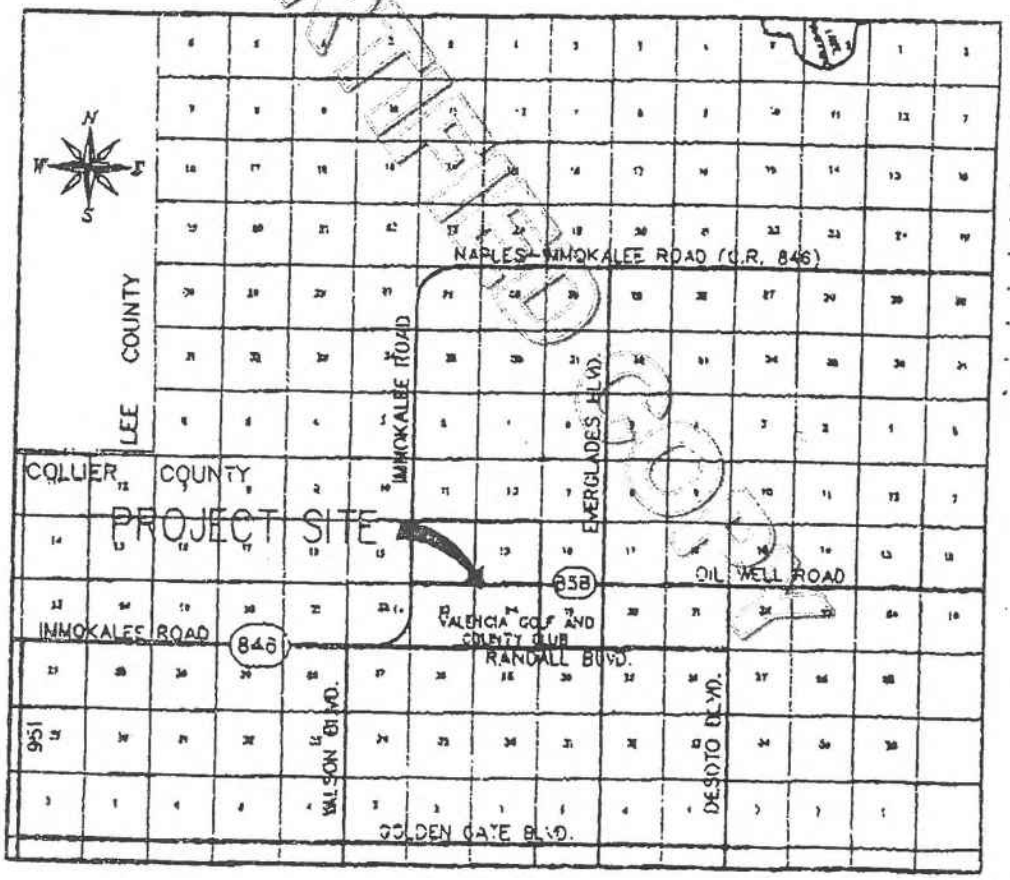
OR: 3649 PG: 3436

NOT CERTIFIED COPY



SITE MAP

N.T.S.



LOCATION MAP

N.T.S.

EXHIBIT C

Last Date For Agency Action: 29-MAY-2004

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Valencia Lakes Golf And Country Club Phase 1-A
Permit No.: 11-00418-S
Application No.: 040330-23
Application Type: Environmental Resource (General Permit Modification)
Location: Collier County, S23/T48S/R27E
Permittee: Orangetree Associates
Operating Entity: Orangetree Homeowners Association
Project Area: 50.2 acres
Project Land Use: Residential
Drainage Basin: WEST COLLIER **Sub Basin:** Golden Gate Canal
Receiving Body: Golden Gate Canal via the existing SWM system **Class:** CLASS III
Special Drainage District: NA
Conservation Easement To District: No
Sovereign Submerged Lands: No

PROJECT PURPOSE:

This application is a request for a General Permit Modification authorizing Construction and Operation of a surface water management system serving a 50.2 acre residential subdivision known as Valencia Lakes Golf and Country Club Phase 1-A, part of a 2,378 acre site known as Orange Tree residential development, with discharge into waters of the Gulf of Mexico via the Golden Gate Canal via the existing SWMS.

CERTIFIED COPY

OR: 3649 PG: 3437

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

EXHIBIT 2

OR: 3649 PG: 3438

POOR QUALITY ORIGINAL

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located south of Oil Well Road and north of Double Eagle Drive within Basin 4 of the Valencia Lakes Golf and Country Club development fka the Orangetree residential development. A location map is attached as Exhibit 1.

The site contains existing surface water management lakes and three native preserve areas. Two of the native preserves are behind lots of the Vardin Place cul-de-sac. The other native preserve is located just south of Lake 12. The native preserve areas are not District mitigation areas. Mitigation for wetland impacts were addressed and provided under the original permit. No adverse environmental conditions are anticipated as a result of project construction. The Orange Tree master surface water management system is constructed and operational and provides the required water quality and attenuation for the 25 year 3 day storm event.

Permit Number 11-00418-S/Application Number 030306-5 was previously approved for a 142 unit residential development on this portion of land. This application reconfigures the previously approved development to include 176 units and increases the overall impervious area by 1.92 acres and brings the impervious cover to 34.8%.

PROPOSED PROJECT:

The proposed 50.20 acre modification consists of constructing a 176 unit residential development within Basin 4 of the Orange Tree subdivision. The development will be along Par Drive and Vardin Place on the north side of Double Eagle Drive. Run-off will be directed from lots roads to existing wet detention areas VGC-1, VGC-10, VGC-11, VGC-12, and VGC-13 via sheet flow, catch basins and culverts. These wet detention areas were previously identified as existing lakes 4-1, 4-10, 4-11, 4-12 and 4-13. The Orange Tree master surface water management system provides the required water quality and attenuation for the 25 year 3 day storm event.

LAND USE:

Construction:
Project:

	This Phase	
Building Coverage	10.10	acres
Impervious	7.39	acres
Pervious	32.71	acres
Total:	**50.20**	

WATER QUANTITY :

Discharge Rate :

The proposed project is consistent with the land use and site grading assumptions from the design of the surface water management system. Therefore, the surface water management system for this project has not been designed to limit discharge for the design event to a specified rate.

WATER QUALITY :

CERTIFIED COPY

EXHIBIT 3

No adverse water quality impacts are anticipated as a result of the proposed project.

Endangered Species:

The project site does not contain preferred habitat for wetland-dependent endangered or threatene wildlife species or species of special concern. No wetland-dependent endangered/threatened species o species of special concern were observed onsite, and submitted information indicates that potential use o the site by such species is minimal. This permit does not relieve the applicant from complying with al applicable rules and any other agencies' requirements if, in the future, endangered/threatened species o species of special concern are discovered on the site.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State o Florida for periodic observation of construction of the surface water management (SWM) system. This wi facilitate the completion of construction completion certification Form #0881 which is required pursuant t Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

OR: 3649 PG: 3439

POOR QUALITY ORIGINAL

EXECUTED COPY

EXHIBIT 4

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that existing Water Use Permit 11-00414-W will be utilized for irrigation of the development. The applicant has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

Historical/Archeological Resources:

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Environmental Protection or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

Ross T. Morton, P.W.S. DATE: 04/30/04

SURFACE WATER MANAGEMENT:

Ricardo A. Valera, P.E. DATE: 4/26/04

OFFICIAL RECORDS CERTIFIED COPY

OR: 3649 PG: 3440

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

EXHIBIT 7

POOR QUALITY ORIGINAL

erp_existing_site_details.rdf
Run Report on : 27-APR-04 02:58 PM

Application Number: 040330-23

South Florida Water Management District
Existing / Proposed Environmental Features Information

CSTR MOD VALENCIA LAKES GOLF AND COUNTRY CLUB
PHASE 1A

Pre - Development

UPLA

Site Id	Acreage	Quality	Quality Melaleuca	Habitat
1	50.20	FAIR	N	Disturbed Lands
Total:	50.20			

ONSITE

Post - Development

Impact Type	Impact Acreage	Undisturbed Acreage	Preserved Acreage	Enhanced Acreage	Restored Acreage

CERTIFIED COPY

EXHIBIT

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

STAFF REPORT DISTRIBUTION LIST

VALENCIA LAKES GOLF AND COUNTRY CLUB PHASE 1-A

Application No: 040330-23

Permit No: 11-00418-S

INTERNAL DISTRIBUTION

X Jewelene S. Harris - 7420
X William Foley, P.E. - 7420
X Ricardo A. Valera, P.E. - 7420
X Ross T. Morton, P.W.S. - 7420
X C. Tears - 7440
X ERC Engineering - 7420
X ERC Environmental - 7420
X Fort Myers Backup File - 7420
X Permit File

EXTERNAL DISTRIBUTION

X Permittee - Orangetree Associates
X Agent - Davidson Engineering Inc

GOVERNMENT AGENCIES

X Collier County - Agricultural Agent
X Collier County Engineer Engineering Review
X Div of Recreation and Park - District 8 - FDEP
X FDEP
X Florida Fish & Wildlife Conservation Commissi
Bureau of Protected Species Mgmt

OTHER INTERESTED PARTIES

X Audubon of Florida - Charles Lee
X Florida Wildlife Federation - Nancy Anne Payto
X Leonore Reich
X S.W.F.R.P.C. Marisa Marr
X Water Management Institute - Michael N. Vanat

OR: 3649 PG: 3442

CERTIFIED COPY

EXHIBIT

POOR QUALITY ORIGINAL

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

Davidson Engineering Inc
2154 Trade Center Way Ste 3
Naples FL 34109

Collier County - Agricultural Agent
3301 Tamiami Trail East
Po Box 413044
Naples FL 34101-3044

Div of Recreation and Park - District 8 - FDEP
1843 South Tamiami Trail
Osprey FL 34229

Florida Fish & Wildlife Conservation Commission - Bureau of Protected Species Mgmt
620 South Meridian Street
Tallahassee FL 32399-6000

Audubon of Florida - Charles Lee
1101 Audubon Way
Maitland FL 32751

Leonore Reich
713 Reef Point Circle
Naples FL 33963

Water Management Institute - Michael N. Vanatta
Po Box 6446
Vero Beach FL 32961

Orangetree Associates
3000 Orange Grove Trail
Naples FL 34120

Collier County Engineer Engineering Review Ser
3301 Tamiami Trail
Naples FL 34112

FDEP
2295 Victoria Avenue
Fort Myers FL 33901

Florida Wildlife Federation - Nancy Anne Payton
2590 Golden Gate Parkway
Suite 109
Naples FL 34105

S.W.F.R.P.C. Marisa Marr
4980 Bayline Drive
North Fort Myers FL 33917

OFFICIAL CERTIFIED COPY

OR: 3649 PG: 3443

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3444

REC 69.00
PRM 500
DOC
INT
IND

DECLARATION OF GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS OF ORANGE TREE

THIS DECLARATION is made this 2 day of October, 1987, AMNON GOLAN, TRUSTEE, (hereinafter called "DECLARANT").

1987 NOV 20 AM 11:38
RECORD')
COLLIER COUNTY
011135873

WITNESSETH:

WHEREAS, DECLARANT is the developer of a new community development in Collier County, Florida, known as ORANGE TREE and desires to create a quality planned community; and

WHEREAS, DECLARANT is desirous of imposing certain protective covenants, conditions and restrictions on the lands in ORANGE TREE, as specifically set forth herein; and

WHEREAS, DECLARANT desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the community and for the maintenance of the Properties and Improvements thereon and to this end desires to subject the Properties, together with such additions as may hereafter be made thereto, in accordance with the provisions hereof, to the protective covenants, conditions and restrictions and other provisions hereinafter set forth, each and all of which is and are for the benefit of said property and each OWNER thereof; and

WHEREAS, it is DECLARANT'S intention to develop the community known as ORANGE TREE and will be utilizing for such purpose those portions of the real property set forth in the attached legal description(s) actually developed by DECLARANT, which only said developed portions shall be governed by the terms and conditions hereof; and

WHEREAS, to provide a means for meeting certain, but not all, of the purposes and intents set forth herein, DECLARANT has incorporated under the laws of the State of Florida, a community services association, ORANGE TREE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "COMMUNITY"), a nonprofit corporation; and

WHEREAS, DECLARANT may in its sole discretion, from time to time, convey, lease or grant a license, easement or other use right to lands within or without ORANGE TREE, to the COMMUNITY, and the COMMUNITY must accept the same for the purpose of maintenance, landscaping, drainage, recreation, fire protection, mosquito control, security or other purposes that will be for the use and benefit of its Members and their families, tenants and guests, as determined by DECLARANT.

NOW, THEREFORE, DECLARANT declares that the real property described in Exhibit "A" and such additions thereto as hereafter may be made pursuant hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, encharges and liens (sometimes referred to as "covenants and restrictions") hereafter set forth, specifying that this Declaration shall constitute a covenant running with the land and this Declaration shall be binding upon the undersigned, and on all Persons gaining title through the undersigned.

UNOFFICIAL DOCUMENT

INDEX

ARTICLE	SUBJECT	PAGE
I	DEFINITIONS	1
II	MEMBERSHIP AND VOTING RIGHTS	2
III	DECLARANT'S RIGHTS AND POWERS	3
IV	COMMUNITY'S RIGHTS AND POWERS	5
V	MEMBERS' RIGHTS AND EASEMENTS	5
VI	PROPERTY RIGHTS	6
VII	ASSESSMENTS	6
VIII	RESTRICTIONS	8
IX	PROPERTY MAINTENANCE	12
X	MANAGEMENT SERVICES TO NEIGHBORHOOD ASSOCIATIONS	13
XI	GENERAL PROVISIONS	13

EXHIBIT "C"

OR BOOK 01310

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL
OR: 3649 PG: 3445

3.C.h

ARTICLE I
DEFINITIONS

Section 1.01. "Assessed Value" shall mean and refer to the value of a Plot or Unit as shown on the most recent assessment rolls prepared by the Collier County Property Appraiser.

Section 1.02. "Assessment" shall mean and refer to those charges made by the COMMUNITY from time to time against each Plot within The Properties for the purpose set forth herein.

Section 1.03. "Association" shall mean and refer to ORANGE TREE HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 1.04. "Commercial" shall mean and refer to all uses which are not Institutional or Residential.

Section 1.05. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and Improvements thereto, or which are otherwise dedicated, conveyed, leased or for which a license is granted to the COMMUNITY and which are intended to be devoted to the common use and enjoyment of all of the owners of The Properties. Any lake, canal or other body of water outside the boundaries of any Plot shall be included in this definition.

Section 1.06. "Common Expenses" shall mean and refer to all expenses incurred by the COMMUNITY in connection with its ownership, maintenance and other obligations set forth herein.

Section 1.07. "COMMUNITY" shall mean and refer to ORANGE TREE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 1.08. "DECLARANT" shall mean and refer to AMNON COLAN, TRUSTEE, his successors and assigns if such successors or assigns should acquire more than one undeveloped Plot from the Declarant for the purpose of development.

Section 1.09. "Declaration" shall mean and refer to this document entitled DECLARATION OF GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS as the same may be amended from time to time.

Section 1.10. "Governing Documents" shall mean (i) in the case of the COMMUNITY, this Declaration, any Supplementary Declaration and the Articles of Incorporation of the COMMUNITY, and (ii) in the case of a Neighborhood Association, the Neighborhood Declaration, any Supplementary Declaration, and the Articles of Incorporation of the Neighborhood Association, as the same may be amended from time to time and filed of record. Should DECLARANT file any such Neighborhood declaration(s), Articles of Incorporation, etc., such documents shall be applicable only to the "Neighborhood" as defined in Section 1.14 hereinunder. In the event of conflict or inconsistency among Governing Documents applicable to the COMMUNITY or Neighborhood Association, as the case may be, to the extent permitted by law the Declaration and any Supplementary Declaration in that order shall control. In the event of conflict or inconsistency between the COMMUNITY and Neighborhood Association Governing Documents, to the extent permitted by law, the COMMUNITY Governing Documents shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 1.11. "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting, or landscape device or object.

Section 1.12. "Institutional" shall mean and refer to nonresidential and noncommercial uses including but not limited to churches, schools, libraries, museums, governmental facilities, and nonprofit recreational facilities.

Section 1.13. "Master Development Plan" shall mean and refer to the DECLARANT'S plan for ORANGE TREE as may be amended from time to time by DECLARANT showing the land uses and residential units assigned by DECLARANT to the various portions of the properties.

Section 1.14. "Members" shall mean and refer to those Persons who are entitled to membership in the COMMUNITY as provided in its Articles of Incorporation and Bylaws. The two classes of membership are:

A. "Class A" shall mean and refer to the class of membership which includes all Members with the exception of the DECLARANT for so long as he is a Class B Member.

B. "Class B" shall mean and refer to the class of membership which includes only the DECLARANT.

Section 1.15. "Neighborhood" shall mean and refer to any single family development, condominium project, cluster development, commercial development or other sub-area development.

Section 1.16. "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association or other such entity, their successor and assigns for any particular Neighborhood.

Section 1.17. Neighborhood Common Area" shall mean and refer to all real property including any Improvements and fixtures thereon which are dedicated, owned, leased or the use of which has been granted to the Residents of a particular Neighborhood or to a Neighborhood Association for the common use and enjoyment of its Members.

Section 1.18. "Neighborhood Covenant" shall mean and refer to any and all covenants, conditions, restrictions and other provisions imposed by recorded instrument, applicable to one or more specific Neighborhoods, but not to all Neighborhoods. The term "Neighborhood Declaration" shall mean and refer to the document containing Neighborhood Covenants.

Section 1.19. "ORANGE TREE" shall mean and refer to those certain lands located in Collier County, Florida, and owned by DECLARANT, as described in Exhibit "A" attached hereto and made a part hereof.

Section 1.20. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Plot which is part of the Properties, including contract sellers, but

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3446

Section 1.21. "Person" shall mean and refer to an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

Section 1.22. "Plot" shall mean and refer to a platted lot, a platted parcel, a tract of land, a condominium unit together with the undivided share of the common elements which are appurtenant to the Unit or to any quantity of land, including any Improvements thereon capable of being described with such definiteness that its location and boundaries may be established, which is designated by the DECLARANT to be used, developed and conveyed as a Unit and which is the smallest undivided Unit of ownership at any point in time, but shall not include the Common Areas.

Section 1.23. "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.24. "Property Unit" shall mean and refer to:

A. For Residential property, any dwelling unit intended for occupancy by one family or household.

B. For Institutional and Commercial property, a Property Unit shall be each twenty-seven hundred (2,700) square feet of Floor Area as defined in Article II.

Section 1.25. "Resident" shall mean and refer to the legal occupant of any Plot.

Section 1.26. "Residential" shall mean and refer to use of property as a dwelling unit.

Section 1.27. "Street" shall mean and refer to any street, highway or other thoroughfare constructed within ORANGE TREE that is dedicated to or owned by the COMMUNITY or a Neighborhood Association, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

Section 1.28. "The Properties" shall mean and refer to all real property which has become subject to this Declaration. Any lands described in Exhibit "A" which are to be used for agricultural purposes or for a private golf course shall not be subject to the terms and conditions contained in this document.

Section 1.29. "Unimproved Lot" shall mean and refer to a Plot upon which no building has been substantially completed for use.

Section 1.30. "Unit" shall mean and refer to:

A. An improved Plot for a single family dwelling, or

B. A portion of a building designated for separate ownership having delineated boundaries and being located on an improved Plot, or

C. A portion of an Unimproved Lot in The Properties which at a given time is so delineated and designated for separate ownership, or

D. A portion of an Unimproved Plot which at a given time is feasible for future delineation and designation for separate ownership in conformity with the Master Development Plan, the Declaration and public regulations.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 2.01. Members.

A. Every OWNER and the DECLARANT, so long as they are OWNERS, shall be members of the COMMUNITY. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to Assessment by the COMMUNITY. Persons other than an OWNER may become Members of the COMMUNITY only if a membership right is created in such Person by the recordation of a written instrument as provided for in Section 3.01, which subjects lands within ORANGE TREE, owned by such Person, to Assessment by the COMMUNITY in the manner provided for in Article VII.

B. Members' rights, powers, duties, and privileges shall be set forth in the Articles of Incorporation, Bylaws of the COMMUNITY, and this Declaration.

C. All members are empowered to enforce the covenants contained in this Declaration.

Section 2.02. Classes of Voting Rights.

The COMMUNITY shall have two classes of voting membership:

Class A. Class A Members shall be all OWNERS, with the exception of the DECLARANT when it is a Class B Member, who shall have voting rights as provided below for each Plot owned.

Class B. The Class B Member shall be the DECLARANT who shall have voting rights as provided below for each Plot owned. Each plot owned shall include all property set forth in the attached legal description whether or not DECLARANT actually develops such property subsequent hereto.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on October 1, 2016, or such earlier date as DECLARANT in its sole discretion establishes by recorded instrument executed by DECLARANT.

Section 2.03. Determination of Voting Rights.

A. Residential Plots. The number of dwelling units which may be construed with ORANGE TREE is governed by local zoning. Improved Residential Plots shall be entitled to one Property Unit per dwelling unit located on each Plot. Unimproved Residential Plots not owned by DECLARANT shall be entitled to one Property Unit for each dwelling unit which has been assigned to the Plots by DECLARANT. DECLARANT shall assign the number of dwelling units which may be constructed on a Residential Plot prior to the sale of such Plot to a third party. Unimproved Residential Plots owned by DECLARANT shall be entitled to one Property Unit for each proposed dwelling unit, according to the following table:

R-1 - 1.0 Dwelling Units Per Acre

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3447

R-2 - 2.5 Dwelling Units Per Acre
R-3 - 4.0 Dwelling Units Per Acre
R-4 - 5.3 Dwelling Units Per Acre

Dwelling units for Unimproved Residential Plots owned by DECLARANT which contain fractions of an acre shall be calculated by multiplying such fraction times the number of dwelling units allowed per acre, rounded to the nearest whole dwelling unit.

B. Commercial and Institutional. The square footage of Commercial Improvements which may be constructed within ORANGE TREE is governed by local zoning. Improved Commercial and Institutional Plots shall be entitled to one Property Unit for each 2,700 square feet, or fraction thereof, of floor area, measured to the exterior face of walls, including access halls and facilities, and excluding areas for vehicular storage and major on-site services such as mechanical service equipment. Unimproved Commercial or Institutional Plots not owned by DECLARANT shall be entitled to one Property Unit for each 2,700 square feet of floor area, or fraction thereof, which has been assigned to the Plots by DECLARANT. DECLARANT shall assign the square feet of floor area which may be constructed on a Commercial or Institutional Plot prior to the sale of such Plot to a third party. Unimproved Commercial Plots owned by DECLARANT shall be entitled to one Property Unit for each 2,700 square feet, or fraction thereof, of proposed floor area.

Section 2.04. Voting Rights.

The Class A Members shall be entitled to one vote for each Property Unit subject to assessment by the COMMUNITY, and the Class B Member(s) shall be entitled to three (3) votes for each Property Unit held by such Member.

Section 2.05. Multiple Owners of a Plot.

When more than one Person holds an interest in any Plot, all such Persons shall be Members. The vote of such Plot shall be exercised as they determine, but in no event shall the vote cast with respect to any Plot exceed the number of votes determined for the Plot in accordance with this Article of Declaration.

Section 2.06. Transfer of Control of the COMMUNITY.

A. When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, the DECLARANT shall relinquish control of the COMMUNITY and the OWNERS of Plots other than DECLARANT shall accept control. Thereafter, the DECLARANT shall be entitled to elect a number of Directors of the COMMUNITY equal to the percentage of votes held by the DECLARANT times the total number of Directors, rounded to the nearest whole number greater than zero. When the DECLARANT no longer owns any Plot for development or for sale in the ordinary course of business, DECLARANT'S votes, if any, shall be counted the same as all other OWNER'S votes.

B. DECLARANT'S relinquishment of control shall not require DECLARANT to relinquish control or allow the COMMUNITY to assume control over any power or right which is reserved to DECLARANT hereunder for a period longer than DECLARANT'S holding of voting control.

C. So long as the DECLARANT owns any Plot for development or for sale in the ordinary course of business, the COMMUNITY may not take any action that would be detrimental to the sales of Plots by the DECLARANT. However, an increase in Assessments for Common Expenses without discrimination against the DECLARANT shall not be deemed to be detrimental to the sales of Plots.

Section 2.07. Subdivision of Plots.

An OWNER of a Plot with more than one dwelling unit or more than 2,700 square feet of Commercial or Institutional floor area assigned to it shall, in the event that a portion of the Plot is conveyed to another OWNER, reassign a portion of the number of dwelling units or floor area originally assigned to the Plot. In no event shall such conveyance increase the total dwelling units, floor area, or Property Units assigned to the Plots after conveyance over that originally assigned to the Plot before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the OWNER (Seller) shall notify the COMMUNITY of the number of Property Units assigned to each Plot. In the event that an OWNER fails or refuses to make any necessary reassignment, then the COMMUNITY may make such reassignment and notify the OWNERS of each Plot involved in the conveyance.

Section 2.08. Voting Through Neighborhood Association.

If required by the COMMUNITY in its Bylaws, all OWNERS of Plots for which there is a Neighborhood Association shall cast their votes on COMMUNITY matters directly with the Neighborhood Association. Each Neighborhood Association shall, in its Bylaws, establish a procedure by which such OWNERS shall cast their votes on COMMUNITY matters. Each Neighborhood Association shall have the duty to collect and tabulate its Members' votes. Each Neighborhood Association shall have the privilege of casting with the COMMUNITY all of the votes to which its Members would be entitled to cast as Members of the COMMUNITY. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, shall provide for votes to be cast in a block, or in the same manner as originally cast by its Members, or in any other manner provided that it is fair, equitable, uniformly applied within the Neighborhood Association, and that does not result in the casting of fractional votes.

Section 2.09 Amendment.

This Article may be amended from time to time through the Bylaws of the Community.

ARTICLE III
DECLARANT'S RIGHTS AND POWERS

Section 3.01. Common Areas.

A. So long as there is a Class B Member, DECLARANT shall have the right and the power, but neither the duty nor the obligation in its sole discretion, to set aside, grant a license, or other use right to real property within or without ORANGE TREE for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. So such real property shall be considered to be the COMMUNITY

3.C.h

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3448

Common Areas until actually so conveyed, dedicated by platting, leased or a grant of license or other use right is created by a written instrument.

1. Any such conveyances, dedication, lease or grant of license or use right to the COMMUNITY may be exclusive or nonexclusive so that Persons or entities other than the COMMUNITY may or may not have a right, power, duty or privilege with respect to all or any part of any real property so conveyed, leased, or licensed for the use to which it has been granted. The COMMUNITY must accept from DECLARANT any such conveyance, dedication, lease, grant of license, or grant of use right. So long as there is a Class B Member, the COMMUNITY shall not accept from any Person other than DECLARANT a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written approval and consent of the DECLARANT.

2. Prior to any conveyance, dedication, lease or grant of license or other use right by DECLARANT to the COMMUNITY of any property, DECLARANT shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the COMMUNITY; in any event, rents, fees and other charges required to be paid to DECLARANT under the leases, grants, license or contracts creating the use right shall continue to be paid.

B. So long as there is a Class B Member, DECLARANT shall have the right, and the power, to regulate and control the external design and appearance of Common Areas in such a manner as to promote a quality environment which will preserve the value of the Member's Plots and to foster the attractiveness and functional utility of ORANGE TREE as a place to live, work and play, including a harmonious relationship among structures, vegetation and topography.

C. The Common Areas shall be subject to the provisions of Article VIII. The uses of Common Areas shall be in conformity with the uses permitted in Article VIII. The provisions of Article VIII shall not be applicable to any property owned by DECLARANT prior to its conveyance to the COMMUNITY or a Neighborhood Association.

D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Area. So long as there is a Class B Member, the DECLARANT shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Common Areas which may be or become a nuisance to Residents or Members.

E. So long as there is a Class B Member, any type use of Common Areas shall be subject to the prior written approval of DECLARANT.

F. Neither the execution and recordation of this Declaration, nor the creation of the COMMUNITY or other entity, nor the recordation of any other instrument subjecting any land in ORANGE TREE to protective covenants, and restrictions shall obligate or require DECLARANT or any other Person to grant any right, power, duty or privilege of any nature or kind to the COMMUNITY or other entity; or obligate or require DECLARANT to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

G. Except as otherwise specifically provided herein, so long as there is a Class B Member, DECLARANT reserves the right and the power to delegate or assign, either exclusively or nonexclusively, to any Person or entity, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT shall be under no obligation to delegate or assign any of its rights, powers, duties and/or privileges to any Person or entity.

Section 3.02 Neighborhood Associations.

So long as DECLARANT owns land in ORANGE TREE for development, DECLARANT shall have the right and the power, but neither the duty nor the obligation, to amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods and to supplement this Declaration by recording separate covenants, conditions, restrictions, and other provisions applying to any specific Neighborhood. Such amendments or separate instruments may or may not create property owners associations, homeowners associations, condominium associations or entities other than the COMMUNITY or NEIGHBORHOOD associations. DECLARANT'S right to make such amendments shall be conditioned upon consent to same by two-thirds (2/3rds) of the membership.

Section 3.03 Enforcement and Inaction.

A. So long as DECLARANT owns land in ORANGE TREE for development, DECLARANT reserves unto itself the right and the power to enforce the covenants, conditions, restrictions and other provisions of this Declaration and to delegate or assign either exclusively or nonexclusively any or all of its rights, powers, duties or privileges hereunder to the COMMUNITY, or to any Neighborhood Association, or to an OWNER, or to any other Person.

B. So long as DECLARANT owns land in ORANGE TREE for development, DECLARANT shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions and to levy against the land to enforce any lien created by this Declaration. Failure by DECLARANT or by the COMMUNITY, or by a Neighborhood Association or any other OWNER or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

C. The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by DECLARANT or the COMMUNITY in any action against an OWNER to enforce any provisions of this Declaration shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount which remains due and unpaid shall be a continuing lien upon OWNER'S Plot collectible in the manner provided in Article VII.

Section 3.04 Transfer of DECLARANT'S Rights.

3.C.h

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3449

OR BOOK 001310 PAGE 001541

The COMMUNITY shall assume DECLARANT'S rights and obligations under this Declaration:

A. After DECLARANT no longer owns land in ORANGE TREE for development if the right or obligation extends to DECLARANT so long as it owns land for development;

B. After DECLARANT becomes a Class A Member if the right or obligation extends to DECLARANT so long as it is a Class B Member; or

C. At such earlier time as DECLARANT may elect by written assignment of a right or obligation to the COMMUNITY. Any such assignment may be revoked in writing by DECLARANT, thereby allowing DECLARANT to reacquire the right or obligation previously assigned.

ARTICLE IV
COMMUNITY'S RIGHTS AND POWERS

Section 4.01 Maintenance of the COMMUNITY Property and Common Areas.

The COMMUNITY shall be responsible for maintenance and repair of the following:

A. Such security systems, guardhouses and other security facilities which shall be operated and maintained for the benefit of the Plots within The Properties, except any security system, guardhouse or security facility established primarily for the benefit of a Neighborhood within The Properties.

B. All streets, bikepaths and crossovers within any portion of ORANGE TREE which are dedicated to the COMMUNITY and any streetlights, traffic signs and signals and informational signs on or over such streets, bikepaths and crossovers.

C. The surface water and stormwater management systems.

D. Any common or other areas conveyed, dedicated, or leased to or used by the COMMUNITY, including Improvements on such Common Areas.

Section 4.02 Management of the COMMUNITY Property and Common Areas.

The COMMUNITY'S authority to manage the COMMUNITY'S property and Common Areas shall include:

A. The right to establish rules and regulations governing the use of the COMMUNITY'S property and Common Areas;

B. The right to charge reasonable admission and other fees or Assessments for the use of COMMUNITY property and Common Areas;

C. The right to suspend a Member's right to vote, and a Member's right to use COMMUNITY Common Areas, for any period during which any Assessments against the Member's Plot or any obligation of the Member to the COMMUNITY remains unpaid, and for a reasonable period during or after any infraction of the COMMUNITY's rules and regulations.

D. The right to dedicate or transfer all or any part of COMMUNITY property and Common Areas to any governmental agency, public authority, or utility;

E. The right to borrow money for the purpose of improving COMMUNITY property and Common Areas and in aid thereof mortgage the same upon affirmative vote of at least 2/3 of the lot owners (excluding Declarant).

F. The right to take such steps as are reasonably necessary to protect COMMUNITY property and Common Areas against foreclosure;

G. The right to enforce the provision of this Declaration, or any other applicable recorded instrument adopted by the COMMUNITY, including the Articles of Incorporation and Bylaws of the COMMUNITY; and any rules and regulations governing use and enjoyment of the COMMUNITY property and Common Areas adopted by the COMMUNITY.

H. Except as provided in Article IX regarding optional maintenance of individual property, corrective maintenance of Plots, and corrective maintenance of Neighborhood Common Areas, and Article X regarding management services to Neighborhood Associations, this Article shall not be construed to allow or require the COMMUNITY to manage or maintain Neighborhood property or Common Areas dedicated to, owned, leased or otherwise under the control of a Neighborhood Association solely for the use and benefit of Residents of such Neighborhood.

Section 4.03 Traffic Regulation.

A. The COMMUNITY shall have the right to post speed limits on Streets dedicated to the COMMUNITY and promulgate traffic regulations for use of its Streets and Common Areas. The COMMUNITY shall also have the power to restrict the type of vehicles which may travel on or prevent vehicles from traveling on its Common Areas. (The speed limits and traffic regulations are collectively referred to as "Traffic Regulations".)

B. The COMMUNITY shall have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the assessment of fines which shall be collected as an Individual Assessment from Members, the removal of vehicles from The Properties, and the suspension of a Member's rights and easements of enjoyment to the Common Areas.

Section 4.04 Insurance.

The COMMUNITY shall maintain insurance on the COMMUNITY Property and Common Areas of such types, in such amounts and with such companies as the COMMUNITY Board of Directors deems appropriate. So long as there is a Class B Member, all liability and hazard insurance policies shall name the DECLARANT as an additional insured.

ARTICLE V
MEMBERS' RIGHTS AND EASEMENTS

Section 5.01 Members' Rights and Easements.

Every Member shall have a right of enjoyment and use in and an easement to COMMUNITY Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to the rights of DECLARANT under Article III and the rights of the COMMUNITY under Article IV.

Section 5.02 Delegation of Right.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

3.C.h

POOR QUALITY ORIGINAL

OR: 3649 PG: 3450

OFFICIAL BOOK PAGE

A. A Member may delegate his right of use and easement to the Common Areas to the members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to the conditions, limitations and restrictions as may be provided for in the Bylaws and in accordance with the COMMUNITY'S rules and regulations.

B. Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the COMMUNITY'S rules and regulations by such Person shall be deemed to be an infraction by such Member.

Section 5.03 Surface Water Management.

All owners are responsible for their portion of the surface water management system, including operations and maintenance, and shall not adversely impact on any other land within said surface water management system. All owners shall grant, when needed, water flowage easements to and from land areas that share drainage facilities with any other lands within the surface water management system. Any change in use in any land pursuant to this document which would affect the surface water management system shall require the express written permission of South Florida Water Management.

ARTICLE VI
PROPERTY RIGHTS

Section 6.01 Dedication of Common Areas.

Subject to the easements established in this Article and the provision of Section 3.01, the COMMUNITY'S Common Areas designated in this Declaration, dedicated to the COMMUNITY in any recorded subdivision plat or conveyed to the COMMUNITY by DECLARANT for use as Common Areas, are not dedicated for use by the general public but are reserved for the common use and enjoyment of the OWNERS and tenants of The Properties or such portions thereof as may be designated in this Declaration, a subdivision plat, or instrument of conveyance.

Section 6.02 Easements.

The following easements are hereby granted and/or reserved over, across and through The Properties:

A. Easements for installation and maintenance of utilities and cable television cables and equipment are granted as indicated on the recorded subdivision plats of The Properties.

B. An easement is hereby granted to each institutional Mortgagee for the purpose of access to the Plot subject to its mortgage.

C. Easements are hereby reserved throughout the Common Areas, including, without limitation, the Streets, by DECLARANT for its use and the use of its agents, employees, licensees and invitees.

D. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the lot owner's easement.

Section 6.03 Restriction on Owner Easements.

No OWNER shall grant any easement upon any portion of The Properties to any Person or entity, without the prior written consent of the DECLARANT.

ARTICLE VII
ASSESSMENTS

Section 7.01 Creation of the Lien and Personal Obligation.

A. The DECLARANT, for each Plot owned within The Properties, hereby covenants and each OWNER of any Plot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the COMMUNITY:

1. Initial Reserve Assessment;
2. Annual Assessments;
3. Special Assessments for capital improvements; and
4. User fees for any optional facilities or services used by the OWNER, any occupant of the Plot or any guests of the OWNER or occupant.

B. The Initial, Annual and Special Assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such Assessment is made.

C. Each such Assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the OWNER of the Plot at the time such Assessment fell due, and any due and unpaid Assessments shall also be the personal obligation of each Person who becomes the OWNER of the Plot. Each OWNER, by acceptance of a deed for a Plot, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

D. Delinquent Assessments shall bear interest at the maximum rate allowed by law from the date when due until paid.

E. The lien of Assessments shall be considered a restriction and servitude running with the Land.

Section 7.02 Initial Reserve Assessment.

A. The Initial Reserve Assessment for single family Residential and Commercial or Institutional Plots shall be paid at the time a Plot is sold from the DECLARANT to an OWNER.

B. The Initial Reserve Assessment for multifamily Residential Plots shall be paid at the time the Plot is sold by the Person who constructed the multifamily Improvement on the Plot or when the Plot is actually used for Residential purposes, whichever occurs first. The COMMUNITY shall have a lien on multifamily Residential Plots from the time the Plot is sold by DECLARANT in an amount equal to the total Initi

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Packet Pg. 323

POOR QUALITY ORIGINAL

OR: 3649 PG: 3451

Reserve Assessments which will be payable for such Plot. The COMMUNITY may record a Claim of Lien against such Plot as described in Section 7.08, but shall not be entitled to bring an action to foreclose the lien until thirty (30) days after the Assessment is due in accordance with this Section 7.02(b). The COMMUNITY shall issue partial releases of liens if the Plot is subdivided and sold as multifamily Plots or when multifamily Plots are used for Residential purposes provided that the Assessment is paid in accordance with this Section 7.02(B).

C. In the event DECLARANT retains ownership of Commercial or Institutional Plots for its own use, it shall pay the Initial Reserve Assessment at the time the Plot is used for Commercial or Institutional purposes.

D. The amount of such Assessment shall be established in accordance with the COMMUNITY By-Laws.

Section 7.03 Annual Assessment.

A. An Annual Assessment may be levied against all nonexempt Plots. The method of levying an amount of such Assessment shall be determined in accordance with the Bylaws of the COMMUNITY. If Assessed Value is used in computing the Annual Assessments, it shall be the tax assessed valuation (total assessment for land and Improvements exclusive of homestead exemption, if any) of each Plot for ad valorem tax purposes on the most recent Collier County tax roll.

B. The COMMUNITY may collect a partial Annual Assessment in an amount lower than that approved and thereafter collect supplemental Annual Assessments in an assessment year, provided that the sum of the partial Annual Assessments collected in the assessment year does not exceed the amount approved in accordance with the Bylaws.

Section 7.04 Commencement of Annual Assessments and Due Dates

A. Except as provided in Section 7.06 below, Annual Assessments levied under Section 7.03 shall commence on the first day of the month following:

1. As to single family Residential Plots, twelve months after the Plot is sold by DECLARANT or upon the issuance of a certificate of occupancy for such Plot, whichever occurs first;

2. As to multifamily Residential Plots, after the Plot is sold by the Person who constructed the multifamily Improvement on the Plot, when the Plot is actually used for Residential purposes, or one (1) year after the issuance of a certificate of occupancy for such Plot, whichever occurs first; and

3. As to Commerical Plots and Institutional Plots, the occupancy of the Plot for Commercial or Institutional purposes, as the case may be, or the expiration of one year after the issuance of a certificate of occupancy, whichever occurs first.

B. The first Assessment shall be adjusted according to the number of months remaining in the assessment period.

C. The COMMUNITY shall determine the amount of the Assessments against each Plot (which shall take into consideration the provisions contained in Section 7.16 herein), provide notice of the Assessments and establish an annual due date in accordance with the Bylaws.

Section 7.05 Special Assessments.

In addition to the Initial Reserve Assessment and the Annual Assessments authorized above, the COMMUNITY may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement on the COMMUNITY'S property or Common Areas, including fixtures and personal property related thereto, any other major unanticipated cost incurred by the COMMUNITY, or charges arising pursuant to Sections 9.04, 9.05 or 9.06 herein. Such special assessment must have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7.06 Declarant Assessment.

A. Until such time as the Class B membership shall expire, the DECLARANT shall be exempt from the payment of any Assessments levied under Sections 7.03 and 7.05. In lieu of such Assessments, the DECLARANT shall pay an Assessment for all Plots it owns in an amount equal to the budget deficit, if any, of the COMMUNITY. Such deficit shall be the difference between the amount collectible from other assessable Plots and the budgeted operating expenses, with the exception of the reserves, of the COMMUNITY.

B. Upon and after the expiration of the Class B membership, the DECLARANT shall pay, as determined by the DECLARANT, either the budget deficit, if any, or 25% of the Assessments levied under Sections 7.03 and 7.05, on any Unimproved Plot it owns and on any Improved Plot it owns that has not been occupied. The DECLARANT shall pay 100% of Assessments for any Plot it owns that is or has been occupied.

Section 7.07 Exempt and Partially Exempt Property.

The following property is exempt from the payment of any Assessments:

1. Any property owned by or leased to the COMMUNITY.
2. The COMMUNITY'S Common Areas.
3. Neighborhood Common Areas.
4. Property owned by a governmental agency and used solely for a public purpose.

Section 7.08 Lien.

A. If any Assessment, or any installment thereof, is not paid within thirty (30) days following the due date, the COMMUNITY may declare the entire assessment immediately due and payable. The COMMUNITY may at any time thereafter record in the Public Records a Claim of Lien against the Plot for which the Assessment was due and bring an action to foreclose the lien in the manner in which mortgages on real property are foreclosed. The COMMUNITY may also bring an action at law against an OWNER to pay his personal obligations to the COMMUNITY. Failure to pay assessments does not constitute a default under a mortgage insured by FHA/VA.

B. The Claim of Lien shall include a description of the property encumbered, the OWNER'S name, the amount then due and the date when due.

C. No OWNER shall be relieved of the liability for payment of Assessments because of nonuse or

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

3.C.h

POOR QUALITY ORIGINAL

OR: 3649 PG: 3452

D. No OWNER may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of his Plot.

Section 7.09 Priority and Extinguishment of the Lien.

A. The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the Plot in question given by the OWNER to an institutional mortgagee. For the purpose of this section, an institutional mortgagee shall be a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any Person given a mortgage insured by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida. Furthermore, the term "institutional mortgagee" shall be deemed to include any mortgagee that DECLARANT shall declare by instrument in writing and place of record among the public records of Collier County, Florida, to be an institutional mortgagee.

B. In the event the lien herein created is extinguished by the sale or transfer of a Plot pursuant to a foreclosure of a first mortgage, such delinquent Assessments which were extinguished may be reallocated and assessed to all of the Plots in ORANGE TREE. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Plot from liability for, nor the Plot from the lien of, any Assessments arising thereafter.

C. The lien herein created is specifically declared to be superior to any lien created by any Neighborhood Declaration or imposed by any Neighborhood Association.

Section 7.10 Collection by Neighborhood Associations.

If required by the COMMUNITY in its Bylaws, all OWNERS of Plots for which there is a Neighborhood Association shall pay any Assessments levied by the COMMUNITY to the Neighborhood Association. Each Neighborhood Association shall have the duty to collect COMMUNITY Assessments on Plots within the Neighborhood, timely remit the same to the COMMUNITY, and notify the COMMUNITY of Plots for which Assessments are delinquent and the name and address of the OWNERS thereof. The COMMUNITY shall be entitled to rely upon the information given by a Neighborhood Association regarding delinquencies, and impose a lien upon such delinquent OWNER'S Plot in accordance with this Declaration. Provided, however, the COMMUNITY may, in its sole discretion, elect to collect COMMUNITY Assessments and other charges directly from any OWNER personally. Should a NEIGHBORHOOD association fail to collect assessments from OWNERS due to the particular NEIGHBORHOOD association, the COMMUNITY or DECLARANT may, in the name of the NEIGHBORHOOD association, and at its election without an obligation to do so, collect such assessments and pay same to the NEIGHBORHOOD association due the assessments such monies due less costs and expenses, including legal fees, incurred by the COMMUNITY or DECLARANT in collecting such amounts due.

Section 7.11 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 7.12 Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first Plot to an Owner, the maximum annual assessment shall be _____ dollars ($ _____) per Plot.

(a) From and after January 1 of the year immediately following the conveyance of the first Plot to an Owner, the maximum annual assessment may be increased each year by not more than a percentage reflecting any increase in the Consumer Price Index--All Categories above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 7.13 Notice and Quorum for Any Action Authorized Under Article VII.

Written notice of any meeting called for the purpose of taking any action authorized under this Article VII shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7.14 Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Plots and may be collected on a monthly basis.

Section 7.15 Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not to exceed the maximum rate allowable by law. Said rate shall be determined by the Association from time to time but not less frequently than on an annual basis. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Plot.

Section 7.16 Cable Television Services.

The Association has entered into an Agreement to supply the residential dwelling owners with cable television services, a copy of which shall be kept on file at the offices of the Association. Each residential dwelling owner shall be responsible to pay any assessments for cable television service pursuant to that Agreement regardless of whether said residential dwelling owner is an actual user of the cable television services. The Agreement requires the following fees from each residential dwelling unit: Basic cable service programming to each residential unit shall be $10 per month for the first three years (from the date of that Agreement) and $10.50 per month for the following three years. Thereafter, the monthly rate for basic cable service will be adjusted from its prior amount on the basis of any increase in the percentage of the Consumer Price Index for the same period measured from the beginning of the therein three year period. A like percentage increase shall be added to the preceding bulk subscriber rates. Such increase shall be limited to

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

twelve percent for each three year period. In addition to increases in the monthly rate for bulk basic cable service, the cable television service provider shall be allowed to pass on the the Association its required payments to programmers of satellite television channels provided to the property under bulk basic cable service. At such times as programmers such as CNN, ESPN or other basic service satellite channels increase their per-subscriber charges to the cable television service provider, said cable television service provider shall bill the Association accordingly.

The Association shall be responsible to collect all assessments pursuant to this Section from the residential dwelling owner. Unpaid assessments pursuant to this Section 7.16 shall be governed by Section 7.06 herein. Pursuant to the Agreement entered into by the Association, the cable television company shall have the right to enter into separate subscription agreements for premium service with any residential dwelling unit occupant. All premium service or any additional direct service will be billed directly to the residential dwelling unit occupant.

Section 7.17 Amendment.

This Article may be amended from time to time through the By-Laws of the Association.

ARTICLE VIII
RESTRICTIONS

Section 8.01 Use Restrictions.

The Properties may be used for those purposes as provided in the DECLARANT'S Master Development Plan. DECLARANT reserves solely unto itself the right and the power to assign and reassign various land uses to real property within ORANGE TREE.

Section 8.02 Approval of Plans and Specifications.

A. DECLARANT shall have the authority to enforce the provisions of this Article so long as DECLARANT owns property in ORANGE TREE for development.

B. No Improvement shall be constructed, altered, planted, removed or maintained, including Improvements undertaken by the COMMUNITY or a Neighborhood Association, without the prior written approval of the DECLARANT regarding (1) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures and the overall community design; (2) the character of the exterior materials; and (3) the quality of the exterior workmanship. The DECLARANT may, but is not required to, promulgate Design Review Guidelines from time to time and require that the construction of the Improvements be done in accordance therewith.

C. Each OWNER shall, prior to the commencement of any Improvement, submit such documents and materials as may be required by DECLARANT, including, but not limited to:

1. Initial plans to include a site analysis, schematic landscape plan, floor plans and exterior elevations;

2. Final plans to include color and material selections, landscape plan, final site plan and a complete set of construction plans and specifications.

D. After receipt of each required submittal, the DECLARANT shall in writing approve, reject or approve subject to change, such required plans, proposals and specifications as are submitted to it.

E. If any Improvement is constructed or altered without the prior written approval of the DECLARANT, the OWNER shall, upon demand of the DECLARANT, cause such Improvement to be removed, remodeled or restored in order to comply with the requirements of this Section. The OWNER shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the DECLARANT. Such costs may also be the basis for an individual Assessment. The DECLARANT is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and of the Declarations of covenants and restrictions for the Neighborhoods by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to remove any unapproved Improvement, the DECLARANT shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. In the event that any OWNER fails to comply with the architectural and landscape provisions contained herein or in the Declarations of covenants and restrictions for a Neighborhood, the DECLARANT may, in addition to all other remedies contained herein, record against the OWNER'S plot a notice stating that the Improvements on the parcel fail to meet the requirements of this Section or the Neighborhood restrictions.

F. The DECLARANT may impose standards for construction and alteration of Improvements which may be greater or more stringent than standards prescribed in applicable building, zoning or other local development codes. However, the approval, rejection or withholding of any approval by the DECLARANT of the plans, proposals specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the DECLARANT or the COMMUNITY that any building, plumbing, electrical code or other applicable governmental regulation or requirement has or has not been properly met by the OWNER. Each OWNER shall be responsible for obtaining all necessary technical data and for making application to and obtaining the approval of Collier County and any other appropriate governmental agencies prior to commencement of any work or construction. The DECLARANT shall be entitled to enter upon any Plot during construction of an Improvement to ensure compliance with approved plans and specification. Neither the DECLARANT, the Directors or Officers of the COMMUNITY, nor any Person acting on behalf of any of them shall be responsible for any defects in plans or specifications, nor for defects in any Improvements constructed pursuant thereto.

G. The DECLARANT may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the DECLARANT at the time that the plans and specifications and other documents are submitted to the DECLARANT. The payment of such fees, as well as other expenses of the DECLARANT required to be paid by a Plot OWNER shall be deemed to be an individual Assessment, enforceable against the OWNER and the Plot as provided hereinabove. Neither the DECLARANT, the Directors or Officers of the COMMUNITY, nor any Person acting on behalf of any of them, shall be liable for any costs or damages incurred by any OWNER within ORANGE TREE or any other party whatsoever, due to any mistakes in judgment,

UNOFFICIAL DOCUMENT

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3454

negligence or any action of the DECLARANT in connection with approval or disapproval of plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Section 8.03 Colors.

No exterior colors on any structure shall be permitted that, in the sole judgment of the DECLARANT, would be inharmonious or incongruous with ORANGE TREE, The Properties or the particular Neighborhood. Any future exterior color changes desired by OWNER must be first approved in writing by the DECLARANT in accordance with Section 8.02.

Section 8.04 Factory-Built Structures.

No structure of any kind that is commonly known as "factory-built", "modular", or "mobile home" type of construction shall be erected without the prior written permission of the DECLARANT.

Section 8.05 Landscaping.

All areas not covered by structures, walkways, paved parking facilities or areas approved by DECLARANT to be left in their natural state shall be maintained by the owner, including the watering thereof as needed, as lawn or landscape areas, to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by the DECLARANT which shall be submitted prior to clearing of any Plot for construction. All required lawns and landscaping shall be completed at the time of completion of the structure, as evidenced by the issuance of of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by OWNER.

Section 8.06. Driveways and Parking Areas.

No gravel, blacktop or other paved residential parking strips will be allowed unless first approved in writing by the DECLARANT. Driveways and parking areas must be constructed with materials as first approved in writing by the DECLARANT.

Section 8.07. Underground Utility Lines.

All electric, telephone, gas and other utility lines must be installed underground.

Section 8.08. Antennas and Flagpoles.

No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the DECLARANT. A flagpole for display of the American flag or any other flag shall be permitted if first approved in writing by the DECLARANT. Both its design and location must be first approved in writing by the DECLARANT. An approved flagpole shall not be used as an antenna.

Section 8.09. Temporary and Accessory Structures.

No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved in writing by the DECLARANT. Any signs to be used in conjunction with any tent or temporary structure must also be approved in writing by the DECLARANT. Adequate landscaping shall be installed and maintained by the OWNER around any temporary structure in sufficient density so that it shall not be readily visible from any adjacent Street or properties. No accessory structure shall be permitted except with the prior written approval of the DECLARANT.

Section 8.10. Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the OWNER. All mailboxes shall be either purchased from the COMMUNITY by the OWNER or be approved by the DECLARANT prior to installation. No newspaper tubes or driveway reflectors shall be installed on any Plot. All outside spigots shall be connected to potable water only.

Section 8.11 Air Conditioning and Heating Equipment.

All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent Streets or properties. Wall air conditioning units may be permitted only upon the prior written approval of the DECLARANT. Window air conditioning units shall not be permitted.

Section 8.12. Solar Collectors.

Construction of any Solar collector shall not begin until DECLARANT has given approval of the location of and materials used in the construction of such solar collector.

Section 8.13. Signs.

No signs, freestanding or otherwise installed, shall be erected or dislayed on any Plot or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the DECLARANT. All signs must also conform with governmental codes and regulations and with any master design plans for signs established by DECLARANT.

Section 8.14. Walls, Fences and Shutters.

No wall or fence shall be constucted on any Plot until its height and location shall have first been approved in writing by the DECLARANT. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the DECLARANT, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless approved by DECLARANT.

Section 8.15. Lighting.

All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the DECLARANT.

Section 8.16. Clothes Drying Area.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3455

No outdoor clothes drying areas shall be BOOK PAGE unless approved in writing by the DECLARANT.

Section 8.17. Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

A. No Commercial vehicle of any kind shall be permitted to be parked on a Plot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, or unless otherwise approved by the Association either in its By-Laws or on a case by case basis.

B. No truck, commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure.

C. No boat, boat trailer or other trailer of any kind, camper, mobile home c disabled vehicle shall be permitted to be permanently parked or stored on a Plot unless kept fully enclosed inside a structure.

D. A truck or commercial vehicle may be parked on a Commercial Plot for periods of more than four (4) hours, provided that such a vehicle is necessary and incident to the activities permitted on the Plot. Overnight parking of such a vehicle is permitted only to the rear of a principal structure on a Commercial Plot.

E. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily.

F. Paragraphs A through E shall not be deemed to prohibit any temporary facility permitted pursuant to Section 8.09.

Section 8.18. Pets and Animals.

A. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the OWNER'S Plot and shall not be permitted to roam freely. All animals shall be on a leash when outside the OWNER'S lot.

B. Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a Commercial Plot upon the written approval of the COMMUNITY. The COMMUNITY, with regard to Commercial Plots, and the DECLARANT, with regard to noncommercial Plots, may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Plot.

C. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any of The Properties.

Section 8.19. Maintenance of Premises.

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be placed or allowed to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

Section 8.20. Water Management and Drainage Areas.

A. No structure of any kind shall be constructed or erected, nor shall an OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by DECLARANT to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the COMMUNITY and the DECLARANT.

B. An OWNER shall in no way deny or prevent ingress and egress by DECLARANT or the COMMUNITY to such water management and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the DECLARANT, the COMMUNITY, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

C. No Plot shall be increased in size by filling in any water retention or drainage areas on which it abuts. OWNERS shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement without the prior written consent of the COMMUNITY and the DECLARANT.

D. Conservation Flowage Areas which are in Cypress Areas identified in the South Water Management permit shall in no way be altered from their natural state. Activities prohibited in these areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Section 8.21. Nuisances.

Nothing shall be done which may be or may become an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot, Unit or Parcel other than in a garage and concealed from public view. Any question with regard to the interpretation of Section 8.21 shall be decided by the COMMUNITY whose decision shall be final.

Section 8.22. DECLARANT'S and the COMMUNITY's Exculpation.

The COMMUNITY and DECLARANT may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

Section 8.23. Subdivision and Regulation of land.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3456

A. No Plot shall be divided or subdivided without the express written consent of DECLARANT, who may impose certain requirements on OWNER to comply with the provisions of the Master Development Plan. DECLARANT shall assign the number of dwelling units for each Residential Plot, and the authorized square footage for each Commercial or Institutional Plot, which limits shall not be increased by any OWNER and shall not be exceeded without the prior express written approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT. Any action taken by DECLARANT or an OWNER pursuant to this paragraph shall be in accordance with local zoning.

B. No covenant, condition, restriction or other provision of this Declaration shall be construed in any manner as limiting or preventing any Plot, and the Improvements thereon, from being submitted to a plan of condominium ownership. A condominium shall not be construed as constituting a subdivision of any Plot, provided that the number of Residential Units in the condominium is not greater than the number of Residential Units assigned to the Plot.

C. An OWNER shall not inaugurate or implement any variation from, modification to or amendment of the Master Development Plan or any other governmental plans, land development regulations, development orders or development permits applicable to ORANGE TREE, to The Properties or to any Plot, without the prior written approval of DECLARANT.

Section 8.04. OWNER and Member Compliance.

A. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to OWNERS and Persons to whom an OWNER has delegated his right of use to any COMMUNITY Common Area, Neighborhood Common Area or property, if any is created, but also to any other Person occupying an OWNER'S Plot under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied, licensees, invitees or guests.

B. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of DECLARANT, the COMMUNITY or any Neighborhood Association to enforce the provisions of this Declaration. The OWNER shall be responsible for any and all violations of these provisions by his tenants, delegatees, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

ARTICLE IX
PROPERTY MAINTENANCE

Section 9.01 Purpose and Authority.

The COMMUNITY shall regulate the maintenance of the Properties and the Improvements thereon to create and conserve a quality environment for the OWNER and occupants and to protect the investment and enhance the value of The Properties.

Section 9.02 Maintenance Requirement.

A. In order to protect property values and to conserve the environment, maintenance of any of the COMMUNITY'S Common Areas, servitudes or Improvements thereon shall be in full accordance with the restrictions and guidelines established pursuant to this Article and Article VIII. No situation shall be allowed to exist or continue that may be or could become an annoyance or nuisance to the Members of the COMMUNITY.

B. The preceding requirements of this Section shall also apply to any Plot, any Neighborhood Common Area or Improvement in the event that the Neighborhood Association fails to perform and enforce effectively comparable maintenance regulation provisions, as determined by the COMMUNITY. The cost of such maintenance regulation shall be assessed to any such Plot or Neighborhood Association and shall not be subject to the limitation of the Assessments in Sections 7.03 and 7.04.

C. The DECLARANT shall be entitled to enforce the provisions of this Article if the COMMUNITY fails to do so. The provisions of Section 3.03 shall apply to this paragraph.

Section 9.03 Guidelines.

A. The COMMUNITY may develop and promulgate policy guidelines for the application of property maintenance provisions set forth in the Declaration. The policy guidelines may include (a) procedures, (b) aspects and objectives of property maintenance regulations, and (c) general principals and broad standards used as criteria in determining the achievement of the required objectives.

B. In addition to such policy guidelines for achieving the required objectives in particular maintenance problems frequently encountered in The Properties, the COMMUNITY may develop and promulgate typical specific practices that are generally acceptable and unacceptable. The policy guidelines and any such specific practices are intended to assist the COMMUNITY, OWNERS and Residents in the ongoing process of appropriate maintenance of the Plots and Common Areas.

Section 9.04 Mandatory Maintenance of Individual Property.

A. Lot Upkeep. After acquiring title from DECLARANT, all OWNERS of Lots, Units or Parcels whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

B. Lawns. Each Lot, Unit or Parcel acquired from the DECLARANT on which there is a completed dwelling shall be maintained in a neat condition by the OWNER thereof. In this context, the words "Lot", "Unit" or "Parcel" shall include that portion of property from the boundary of the Lot, Unit or Parcel to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut, watered and fertilized and that mulched areas be regularly remulched and kept weeded so that its appearance is in harmony with the neighborhood. All Lots, Units or Parcels must have grassed front, side and rear lawns. No gravel or similar type lawns are permitted.

C. Water Retention Areas. Each OWNER of a Lot which borders a water retention area shall maintain any portion thereof as may be within the boundary of his Lot. Such maintenance shall include removal of aquatic weeds and debris. Swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas without the prior written consent of the Board of

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3457

Directors. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

Section 9.05 Optional Maintenance of Individual Property.

The COMMUNITY may, but is not required to, offer optional exterior maintenance for any Plot. Such exterior maintenance may include (without being limited to) the painting, repair, replacement and care of roofs, gutters, downspouts, the exterior surfaces of buildings and, to the extent exposed to community view, fences, landscaping, walks and other exterior improvements. When the COMMUNITY provides maintenance pursuant to the provisions of this Section, the cost may be added to and become part of the Assessment to which the Plot is subject.

Section 9.06 Corrective Maintenance of a Plot.

In the event an OWNER of any Plot in The Properties shall fail in his obligation to maintain the premises and the Improvements situated thereon in compliance with comparable requirements and guidelines set out in this Declaration or by the COMMUNITY or a Neighborhood Association, either the COMMUNITY or the Neighborhood Association, after approval by a two-thirds (2/3rds) vote of its Board, shall have the right, through its agents and employees, to enter upon said Plot and to repair, maintain and restore the Plot and the exterior of the building and any other Improvement erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Plot is subject.

Section 9.07 Corrective Maintenance of a Neighborhood Common Area.

In the event that any Neighborhood Association shall fail in its obligation to maintain any Neighborhood Common Area and/or the Improvements situated thereon in compliance with the requirements and guidelines set out in this Declaration, by the COMMUNITY, or by a Neighborhood Association, the COMMUNITY after approval by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Neighborhood Common Area or Improvements thereto. The cost of such shall be added to and become part of the Neighborhood Association Assessment and be reimbursed by the Neighborhood Association to the COMMUNITY.

Section 9.08 Added Assessments.

Any such added Assessment under Sections 9.05, 9.06 or 9.07 above shall not be subject to the limitation of the Assessments in Sections 7.03 and 7.05.

Section 9.09 Entry Rights.

Each OWNER and each Neighborhood Association shall permit the COMMUNITY'S Officers, Directors, agents and employees to enter upon the OWNER'S or Neighborhood Association's premises at reasonable times, to maintain the COMMUNITY'S Common Areas and easements, to remove refuse, and to provide the exterior maintenance permitted under this Article. Such entry shall include the right to use of the OWNER'S or Neighborhood Association's water, from an outside spigot in reasonable amounts, without compensation to the OWNER or Neighborhood Association if used for maintenance on the OWNER'S Plot, the COMMUNITY or a Neighborhood Association's Common Area or the COMMUNITY or Neighborhood Association's easement immediately contiguous with said premises. This provision shall not be construed as authorizing the entry into any building located on The Properties unless such entry is necessary to perform corrective maintenance pursuant to Sections 9.06 or 9.07.

ARTICLE X
MANAGEMENT SERVICES TO NEIGHBORHOOD ASSOCIATIONS

Section 10.01 Scope.

The COMMUNITY may, but is not required to, perform association management services for any Neighborhood Association. Such services may include, but are not limited to:

A. Consultations on policy determinations;

B. Occupant information booklets, newsletters, leadership development, rules, enforcement, recreation programs and other community relations activities;

C. Complaint handling, emergency management, recordkeeping and other general administrative activities;

D. Assessment collection, expense disbursement and other financial operations;

E. Insurance, bond, security services and other risk management activities;

F. Design review and construction inspection of alterations to the property Improvements;

G. Maintenance of Common Areas and the exterior of Plots;

H. Supplementary security.

Section 10.02 Service Agreement.

Any such association management service shall be at the option of the COMMUNITY and the Neighborhood Association, and as contracted by them or otherwise agreed, including reimbursement and compensation therefor.

Section 10.03 Basis of Management Services.

The COMMUNITY and its Officers, committees, employees and contractors shall perform any such Association management service as the agent of the Neighborhood Association being served and in accordance with the Governing Documents, programs, budgets and other policies of the Neighborhood Association.

ARTICLE XI
GENERAL PROVISIONS

Section 11.01 Public Facilities.

A. In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise available, DECLARANT is hereby authorized and empowered by all of the OWNERS, when DECLARANT in its sole discretion determines that it is necessary or desirable, to act on their behalf to provide or contract with other persons for the installation of a water plant and supply system, irrigation water system, mosquito

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3458

EXHIBIT "A"

LEGAL DESCRIPTION

AS TO UNIT 1:

All of NORTH GOLDEN GATE, UNIT 1, a Subdivision of portion of Sections 22, 23, 26 and 27, Township 48 South, Range 27 East, lying and being in Collier County, Florida, and being more particularly described in the recorded Plat thereof in Plat Book 9 at Pages 12 to 28, inclusive, according to the Public Records of Collier County, Florida, less and except State Road S-846, Collier County, Florida.

AS TO UNIT 2:

All of NORTH GOLDEN GATE, UNIT 2, a Subdivision of portions of Section 11 and Section 14, Township 48 South, Range 27 East, Collier County, Florida, being more particularly described in the recorded Plat thereof recorded in Plat Book 9 at Pages 29 through 43, inclusive, according to the Public Records of Collier County, Florida, less State Road S-846, Collier County, Florida.

AS TO UNIT 3:

All of NORTH GOLDEN GATE, UNIT 3, a Subdivision of portions of Sections 23, 24, 25 and 26, Township 48 South, Range 27 East, according to the recorded Plat thereof, recorded in Plat Book 9 at Pages 125 through 142, inclusive, according to the Public Records of Collier County, Florida, less portions formerly conveyed by Warranty Deed recorded in Official Records Book 623 at Page 89, more particularly described as Tract "A" in Block 546 and Tract "B" in Block 547 of NORTH GOLDEN GATE, UNIT 3, according to the Plat thereof recorded in Plat Book 9 at Pages 125 through 142, inclusive of the Public Records of Collier County, Florida.

AS TO UNIT 4:

All of NORTH GOLDEN GATE, UNIT 4, a Subdivision of portions of Sections 24 and 25, Township 48 South, Range 27 East, and portions of Sections 19 and 30, Township 48 South, Range 28 East, Collier County, Florida, being more particularly described in the recorded Plat thereof recorded in Plat Book 9 at Page 52 through 64, inclusive, according to the Public Records of Collier County, Florida.

AS TO UNIT 5:

All of NORTH GOLDEN GATE, UNIT 5, a Subdivision of portions of Sections 11, 12, 13 and 14, Township 48 South, Range 27 East and portions of Sections 7 and 18, Township 48 South, Range 28 East, Collier County, Florida, being more particularly described in the recorded Plat thereof recorded in Plat Book 9 at Pages 65 through 72, inclusive, according to the Public Records of Collier County, Florida.

AS TO UNIT 6:

All of NORTH GOLDEN GATE, UNIT 6, a Subdivision of portions of Section 13 and 14, Township 48 South, Range 27 East, Collier County, Florida, being more particularly described in the recorded Plat thereof in Plat Book 9 at pages 74 through 84, inclusive, according to the Public Records of Collier County, Florida.

AS TO UNIT 7:

All of NORTH GOLDEN GATE, UNIT 7, a Subdivision of portions of Sections 13, Township 48 South, Range 27 East, and a portion of Section 18, Township 48 South, Range 28 East, Collier County, Florida, being more particularly described in the recorded Plat thereof in Plat Book 9 at Pages 85 through 97, inclusive, according to the Public Records of Collier County, Florida.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

OR: 3649 PG: 3459

water facilities, fire fighting facilities, [illegible] system, a sewage disposal plant and sanitary sewer system, and any other facilities or services customarily furnished or provided by local governmental agencies and not furnished or provided by the COMMUNITY pursuant to Article IV. Any services provided by DECLARANT hereunder and any facilities owned by DECLARANT may, in DECLARANT'S discretion, be transferred to the COMMUNITY. OWNERS of Plots who are not permitted to utilize any outside services if such services are provided by the DECLARANT or the COMMUNITY pursuant to this Article or Article IV.

B. Each OWNER shall install, subject to the written approval of DECLARANT and the COMMUNITY, if applicable, all sewer connections so that direct connections can be made to the nearest Street, alley, main or collection lines and the plan for such sewer connections shall be submitted to DECLARANT and the COMMUNITY, if applicable, for approval prior to commencement of said construction. No OWNER shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of DECLARANT and the COMMUNITY and if permission is granted, the OWNER may be required to connect to central potable or irrigation water system when available and thereafter to discontinue any private well or system. The COMMUNITY and/or the DECLARANT, whichever is applicable, in its sole judgment, shall determine when an OWNER must connect to central potable or irrigation water systems and disconnect any private system.

Section 11.02 Declaration and General Protective Covenants Run With the Land.

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind The Properties subject hereto and shall inure to the benefit of the DECLARANT or any OWNER subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded with automatic successive renewal periods of 10 years running in perpetuity.

Section 11.03 Commencement and Completion of Construction.

A. After a Plot is sold by the DECLARANT, construction shall commence thereon within a reasonable time in accordance with the plans and specifications approved by the DECLARANT.

B. Once construction has begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then DECLARANT and the COMMUNITY shall have the right to notify the OWNER of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of DECLARANT and the COMMUNITY and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs incurred in such action as provided in Section 3.03.

Section 11.04 Nonliability of DECLARANT.

The DECLARANT shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any Person other than itself.

Section 11.05 Amendment.

In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, this Declaration may be amended with the consent of two-thirds (2/3rds) of the membership of the Association.

Section 11.06 Other Documents.

DECLARANT, the COMMUNITY, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provision of this Declaration which shall prevail in all events of conflict.

Section 11.07 Severability.

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

Section 11.08 Dissolution.

In the event of dissolution of the COMMUNITY, in accordance with the terms of its Articles of Incorporation, each Plot shall continue to be subject to the Annual Assessment specified in Article VII and each OWNER shall continue to be personally obligated to DECLARANT or the successor or assigns of the COMMUNITY as the case may be, for such Assessment to the extent that such Assessments are required to enable DECLARANT or any such successor or assign acquiring any real property previously owned by the COMMUNITY to properly maintain, operate and preserve it. The provisions of this Section 11.08 shall only apply with regard to the maintenance, operation and preservation of property which has been COMMUNITY Common Area and continues to be so used, as otherwise provided for in Article IV for the common use, enjoyment and benefit of the OWNERS.

Section 11.09 Gender.

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

Section 11.10 Notices.

A. To DECLARANT. Notice to DECLARANT as may be required herein shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by DECLARANT.

B. To COMMUNITY. Notice to the COMMUNITY as may be required herein or the Bylaws of the COMMUNITY shall be in writing and delivered or mailed to the COMMUNITY at its principal place of business as shown by the records of the Secretary of State of Florida, or any other location designated by the COMMUNITY.

C. To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the OWNER at the

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

POOR QUALITY ORIGINAL

*** OR: 3649 PG: 3460 ***

address shown on the tax rolls of Collier County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed recorded in the Public Records of Collier County, Florida.

Section 11.11 Construction.

The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Master Development Plan and the purposes set forth herein, including the Preamble.

Section 11.12 Enforcement.

The Association, or any OWNER, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this agreement. DECLARANT shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other then itself.

Section 11.13 Annexation.

Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 6 day of October, 1987.

Signed, sealed and delivered
in the presence of:

A Golan
AMNON GOLAN, Trustee

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared AMNON GOLAN, Trustee, known to me and known by me to be the person who executed the foregoing, and he acknowledged before me that he same for the purposes expressed therein.

WITNESS my hand and seal this 6 day of Oct, 1987.

Ruth Isaacs
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 15, 1989

186:GRAN.MOC/hl/10-2-87

NOT A CERTIFIED COPY

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

James Holloway III

From: Robert Cooper <racooper@hahnlaw.com>
Sent: Tuesday, April 26, 2022 2:02 PM
To: AshtonHeidi; GiblinCormac
Cc: Henry Amaya; BRIAN F. FARRAR, Land Management Consultant; Mary C. Walker; CookJaime; Mary C. Walker; PerryDerek; BellowsRay; BosiMichael; Robert Cooper
Subject: RE: Valencia Golf and Country Club HOA Meeting request

Ms. Ashton

Actually the problem started because the County did not identify the set back problem until after the homes were under construction and for some, were almost fully built.
At least one of the problem homes was improperly issued a C of O despite the set back violation.
If the County had denied the building permits due to the improper set back (as they should have been) – the we would not be dealing with a fix.
So, given the state of affairs – the problem concerns the County, Lennar and the HOA – and not just Lennar and the HOA.

We have reached out to them – but heard nothing other than they are working it out with the County.
My point being – the County cannot grant Lennar any change to the HOA's community without the HOA's approval.

Since the HOA has an interest in the sidewalks as common elements per the Declaration, the County must obtain the HOA's approval of any deviation or change.
Again, the HOA is requesting to be included in all meetings between the County and Lennar concerning the sidewalk matters – so that an acceptable resolution can be achieved.

Happy to have further meetings or discussion on my request.
Rob

Robert A. Cooper, Partner | Hahn Loeser & Parks LLP
Tel: 239.337.6730 | Fax: 239.337.6701
Mobile: 239.910.3825
racooper@hahnlaw.com | hahnlaw.com
2400 First Street, Suite 300, Fort Myers, FL 33901

Hahn Loeser & Parks LLP is a full-service law firm with a national footprint and international reach, with offices in Cleveland, Columbus, Naples, Fort Myers, San Diego, and Chicago.

This email may contain information that is confidential or privileged, and it is intended only for the addressee(s). If you are not the intended recipient, you are prohibited from using, copying, or distributing this email, its contents, or any attachment.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

From: AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>
Sent: Tuesday, April 26, 2022 1:49 PM

EXHIBIT
tabbies
B

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

To: Robert Cooper <racooper@hahnlaw.com>; GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: Henry Amaya <Henrya.vgcc@yahoo.com>; BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; PerryDerek <Derek.Perry@colliercountyfl.gov>; BellowsRay <Ray.Bellows@colliercountyfl.gov>; BosiMichael <Michael.Bosi@colliercountyfl.gov>
Subject: [EXTERNAL] RE: Valencia Golf and Country Club HOA Meeting request

Robert,

The real issue is between the HOA and Lennar. Have you reached out to them? Thanks.

Heidi Ashton-Cicko
Managing Assistant County Attorney
Office of the County Attorney
2800 North Horseshoe Drive, Suite 301
Naples, FL 34104
(239) 252-8773

From: Robert Cooper <racooper@hahnlaw.com>
Sent: Tuesday, April 26, 2022 1:29 PM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: Henry Amaya <Henrya.vgcc@yahoo.com>; BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; PerryDerek <Derek.Perry@colliercountyfl.gov>; BellowsRay <Ray.Bellows@colliercountyfl.gov>; BosiMichael <Michael.Bosi@colliercountyfl.gov>; Robert Cooper <racooper@hahnlaw.com>
Subject: RE: Valencia Golf and Country Club HOA Meeting request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Mr. Giblin

This is a unique situation in that Lennar is just a lot owner / builder in the HOA community. The HOA community is under the control of the members (not a developer) and, as such, the HOA has all of the declarant rights. Lennar is not the declarant/developer of the HOA community.
Lennar has no legal or other right to modify the look of the community – of which set backs and sidewalks are a major part of the look of the community. All changes are subject to the approval of the HOA.
Lennar is not in any position to negotiate with the County on a resolution – unless the HOA is present, participates in, and approves the solution process.
Further, the County should not grant and/or agree to any change to the community without the consent of the HOA – which would lead to confusion and ultimately litigaiton.
Therefore, it would make more sense for all meetings with the County concerning the sidewalks to including both Lennar and the HOA.

So, I am requesting that any meeting concerning the sidewalks be held with the HOA present.

Any questions (or if County's attorneys have questions or comments), please feel free to reach out to me.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Robert A. Cooper, Partner | Hahn Loeser & Parks LLP
Tel: 239.337.6730 | Fax: 239.337.6701
Mobile: 239.910.3825
racooper@hahnlaw.com | hahnlaw.com
2400 First Street, Suite 300, Fort Myers, FL 33901

Hahn Loeser & Parks LLP is a full-service law firm with a national footprint and international reach, with offices in Cleveland, Columbus, Naples, Fort Myers, San Diego, and Chicago.

This email may contain information that is confidential or privileged, and it is intended only for the addressee(s). If you are not the intended recipient, you are prohibited from using, copying, or distributing this email, its contents, or any attachment.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

From: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Sent: Monday, April 25, 2022 4:44 PM
To: Robert Cooper <racooper@hahnlaw.com>
Cc: Henry Amaya <Henrya.vgcc@yahoo.com>; BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; PerryDerek <Derek.Perry@colliercountyfl.gov>; BellowsRay <Ray.Bellows@colliercountyfl.gov>; BosiMichael <Michael.Bosi@colliercountyfl.gov>
Subject: [EXTERNAL] RE: Valencia Golf and Country Club HOA Meeting request

Mr. Cooper- Last week representatives from Lennar met with county staff to seek a solution to this issue.

During the meeting several possible solutions were brainstormed. There were no decisions made or approvals granted at the meeting. No one solution was favored over any other.

At the conclusion of the meeting Lennar was to meet with their engineers to decide on a plan of action.

County staff encouraged Lennar to reach out to and consult the HOA in their planning.

Simply removing the sidewalks from those lots would not be in compliance with the Land Development Code without an approved deviation in the PUD (requiring a public approval process).

We encourage you to continue to work with Lennar and/or the original developer on a workable remedy.

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review

Collier County

Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

From: Robert Cooper <racooper@hahnlaw.com>
Sent: Monday, April 25, 2022 4:22 PM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Cc: Henry Amaya <Henrya.vgcc@yahoo.com>; BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>; Robert Cooper <racooper@hahnlaw.com>; Mary C. Walker <MWalker@hahnlaw.com>
Subject: RE: Valencia Golf and Country Club HOA Meeting request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Mr Giblin

We were just informed that Lennar is attempting to remove the sidewalks from their cul de sac lots with the County's blessing. Not sure if accurate so we are asking the County to confirm.
The removal of the sidewalks is not something the HOA will agree to. The HOA has the declarant rights. Lennar is just a builder and cannot just unilaterally decide to remove sidewalks. The change would alter the look of the community and present a life safety issue in the community.

Thank you.

Robert A. Cooper, Partner | Hahn Loeser & Parks LLP
Tel: 239.337.6730 | Fax: 239.337.6701
Mobile: 239.910.3825
racooper@hahnlaw.com | hahnlaw.com
2400 First Street, Suite 300, Fort Myers, FL 33901

Hahn Loeser & Parks LLP is a full-service law firm with a national footprint and international reach, with offices in Cleveland, Columbus, Akron, Naples, Fort Myers, San Diego, and Chicago.

This email may contain information that is confidential or privileged, and it is intended only for the addressee(s). If you are not the intended recipient, you are prohibited from using, copying, or distributing this email, its contents, or any attachment.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

On Apr 25, 2022, at 3:14 PM, GiblinCormac <Cormac.Giblin@colliercountyfl.gov> wrote:

1808 Hagen still has an active C/O hold.
If the builder is moving people in before C/O it is an issue for contractor licensing or Code Enforcement to look into.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Application Information

PROJECT: MP2021000

Application Number	PRBD20210103005
Type	Building
Status	Inspections Completed
Inspector	

Description	Ty
78695812729	Prop
1808 Hagen CT, Naples, Vacant Land	Addr

View Master Project View All Activities on this Application Add a new person or bu

Conditions

To add a condition to this application, enter text below. CityView will suggest possible matches as you type:

Miscellaneous Conditions

Link	Numb	Condition Code	Condition Type	Status	Expiration Date	
.....	2	Notice of Commencement	Inspection Hold	Resolved		Buildi
.....	3	BDT-Blower Door Test	CO Hold	Resolved		Buildi
.....	4	Energy Calc Result Summary Sheet	CO Hold	Resolved		Buildi
.....	5	Spot Survey CO Hold	CO Hold	Resolved		Buildi
.....	6	Compaction Test	CO Hold	Resolved		Buildi
.....	7	Any required County impact fees will be due prior	CO Hold	Resolved		Finan
.....	8	Miscellaneous Conditions	CO Hold	Resolved		Addre
.....	9	Spot Survey Inspection Hold	Inspection Hold	Resolved		Buildi
.....	10	Miscellaneous Conditions	CO Hold	Open		Deve

Description

Must maintain 23' distance from garage to sidewalk. Plan revision required to correct.

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review

Collier County

Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

From: Henry Amaya <henrya.vgcc@yahoo.com>
Sent: Monday, April 25, 2022 3:08 PM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; Robert Cooper <racooper@hahnlaw.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>
Subject: Re: Valencia Golf and Country Club HOA Meeting request

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

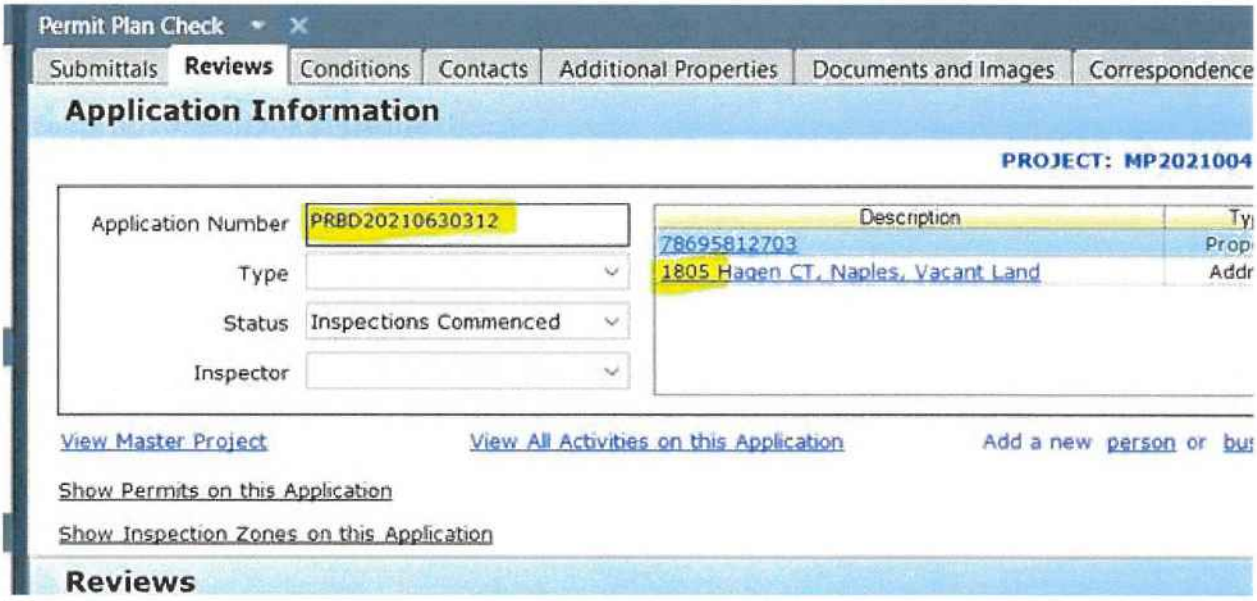
Thank you for the clarification.

1808 Hagen is on a C/O hold per your list and people are moving into this home today.

Henry J. Amaya
Board President
Valencia Golf and Country Club, HOA, Inc
Sent from my iPhone

On Apr 25, 2022, at 3:02 PM, GiblinCormac <Cormac.Giblin@colliercountyfl.gov> wrote:

That permit # corresponds with 1805 Hagen (lot #34) and is in our system as such. There is no such address as 1803 Hagen.
We'll tell the contractor to update his box.



Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Permit Application

PROJECT: MP20210041529 - [ELECTRONIC]

New Application (current project) | New

Application Number	PRBD20210630312	Application Status	Inspections
Application Type	Building	Date Entered	06/23/2021
Work Class	New Construction	Entered By	Web Registe
Construction Type	Type VB (Unprotected)	Department	
	Add Occupancy Code	Jurisdiction	Collier Count
Occupancy Code(s)	Link: ..... Occupancy Code: Residential, One and Two Famil	Date Issued	08/23/2021
		Date Expiration	10/22/2022
		Date Finaled	
		Total Valuation	
Description of Work	New Construction Residential Single Family-NON-IMPACT 4BED 2W/C 1805 Hagen CT, Vacant Land, Naples LOT 34		

Show Permit Application Project Types

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review

Collier County

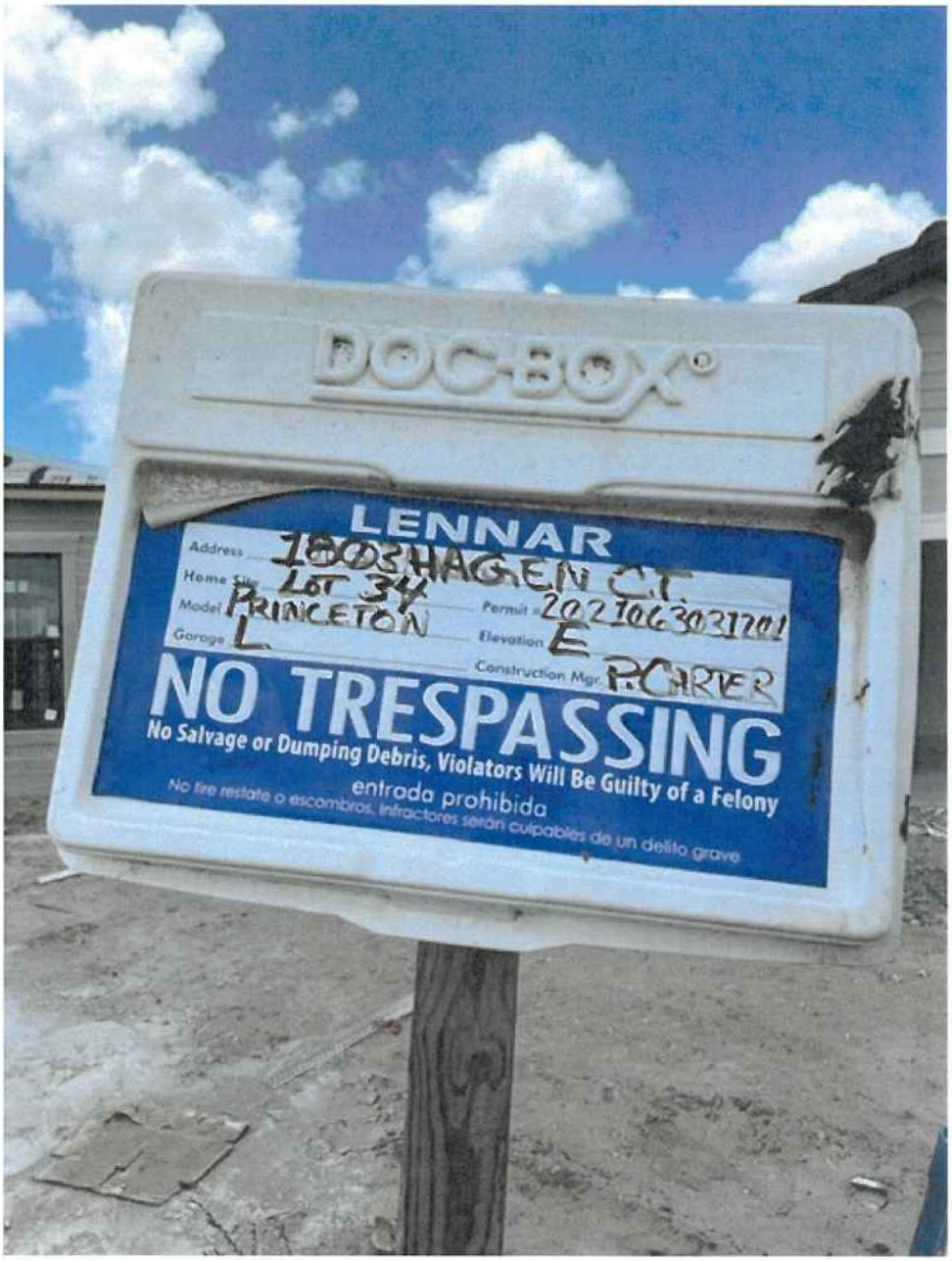
Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

From: Henry Amaya <henrya.vgcc@yahoo.com>
Sent: Monday, April 25, 2022 2:00 PM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; Robert Cooper <racooper@hahnlaw.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>
Subject: Re: Valencia Golf and Country Club HOA Meeting request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)



The Doc Box states 1803 Hagen. It's the home to the right of 1808. Therefore, the actual address should he 1805. Can we ensure the correct address is on the Doc Box. We do not want any home slipping through due to the incorrect house #. It should have a C/O hold.

On a different note: they have a Doc Box address of 1432 Birdie and I live at 1432 Birdie.

Henry J. Amaya
Board President
Valencia Golf and Country Club, HOA, Inc
Sent from my iPhone

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

On Apr 25, 2022, at 8:05 AM, GiblinCormac <Cormac.Giblin@colliercountyfl.gov> wrote:

There does not seem to be a lot addressed 1803 Hagen. I've cross-referenced this against our permitting system.

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review

Collier County

Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

From: Henry Amaya <henrya.vgcc@yahoo.com>
Sent: Saturday, April 23, 2022 8:59 PM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; Robert Cooper <racooper@hahnlaw.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>
Subject: Re: Valencia Golf and Country Club HOA Meeting request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good evening,

In walking Hagen today, it appears that 1803 Hagen has been left off the list below.

This home has the same sidewalk issue. Please inspect and add to the No C/O list.

1803 Hagen

Thank you,

Henry J. Amaya
Board President
Valencia Golf and Country Club, HOA, Inc
Sent from my iPhone

> On Apr 12, 2022, at 1:14 PM, GiblinCormac <Cormac.Giblin@colliercountyfl.gov> wrote:
>
> Brian- Thank you for the attachment. I have gone through and identified each lot that has the sidewalk issue and then researched its status.
>
> I believe they are:
>
> 1836 Lema – C/O Hold pending resolution of sidewalk issue
> 1840 Lema – C/O Hold pending resolution of sidewalk issue
> 1844 Lema – C/O Issued 4/11/22
> 1848 Lema – C/O Hold pending resolution of sidewalk issue
> 1851 Lema – C/O Issued 1/31/22

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

1852 Lema – C/O Hold pending resolution of sidewalk issue
1855 Lema – C/O Hold pending resolution of sidewalk issue
1856 Lema – C/O Hold pending resolution of sidewalk issue
1859 Lema – C/O Issued 2/1/22
1796 Hagen – C/O Hold pending resolution of sidewalk issue
1800 Hagan – C/O Hold pending resolution of sidewalk issue
1801 Hagen – C/O Hold pending resolution of sidewalk issue
1804 Hagen – C/O Hold pending resolution of sidewalk issue
1805 Hagen – C/O Hold pending resolution of sidewalk issue
1808 Hagen – C/O Hold pending resolution of sidewalk issue

None of those remaining homes will be C/Oed until the issue is resolved.

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review

Collier County

Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

From: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>
Sent: Tuesday, April 12, 2022 12:13 PM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: Robert Cooper <racooper@hahnlaw.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Mary C. Walker <mwalker@hahnlaw.com>; Henry Amaya <Henrya.vgcc@yahoo.com>
Subject: Re: Fwd: Valencia Golf and Country Club HOA Meeting request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Good afternoon Cormac, further to Mr. Cooper's email and your response, please note that there are a total of 14 lots on Lema Ct. and Hagen Ct. that have the sidewalk conflict issue discussed in our previous meeting and correspondence. I have provided a copy of the Valencia Golf and Country Club Phase 2B plans that were approved by Collier County (attached), to which notes the sidewalk issue on pages C7-4 & C7-5. The (8) eight homes on Lema Ct and (5) five on Hagen Ct are required holds for CO's. Please confirm that this is what was discussed at our March 4, 2022 meeting.

Sincerely,

Brian F. Farrar
President, BCF Management Group, LLC
Senior Advisor, Dawson and Associates, Inc.
27171 Harbor Drive
Bonita Springs, Fl. 34135
239-580-8840c
239-495-2435o
State of Florida CGC1517769
Brian@BCFMGMTGroup.com

This communication constitutes an electronic communication as defined by the Federal Electronic Communication Privacy Act, 18 U.S.C. 2510 et. seq. and Florida Statute Chapter 934.03 (All parties must consent to the recording or disclosure of the contents of any wire or electronic communication in Florida). Any unauthorized interception or distribution of this communication is strictly prohibited by law. Disclosure of this communication is strictly limited to the recipient(s) intended by the sender of this message and thereby noted on the original communication. This communication may contain confidential and privileged material for the exclusive use of the intended recipient. Receipt by anyone other than the intended and clearly noted recipient does not constitute a loss of the confidential or privileged nature of the communication. Any review or distribution by or to others is strictly prohibited, If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies of this communication. Unauthorized forwarding or possession of this communication may constitute a liability of actions and subject the sender to applicable penalties. Any attachment to this email falls under the same aforementioned criteria and the recipient shall hold harmless the original sender for any information or the context of attachments that may change or be modified without notice. Copyright applies to this email and its attachments. All Rights Reserved.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

On Tue, Apr 12, 2022 at 11:20 AM GiblinCormac <Cormac.Giblin@colliercountyfl.gov> wrote:

1796 Hagen Ct., 1848, and 1856 Lema Ct. all have C/O hold conditions on them pending resolution of this issue. C/Os will not be issued.

1844 Lema did not have the condition on the permit and was C/Oed yesterday.

If the association is aware of any other homes that may need a C/O hold please forward those addresses to me and I can ensure they are properly noted.

Respectfully,

Cormac Giblin, AICP,CPM

Planning Manager, Development Review

Collier County

Collier County Government Growth Management Department

2800 N. Horseshoe Drive, Naples, FL 34104

Phone: 239-252-2460

Cormac.Giblin@CollierCountyFL.gov

From: Robert Cooper <racooper@hahnlaw.com>
Sent: Tuesday, April 12, 2022 11:00 AM
To: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; GiblinCormac <Cormac.Giblin@colliercountyfl.gov>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>
Cc: Robert Cooper <racooper@hahnlaw.com>
Subject: RE: Fwd: Valencia Golf and Country Club HOA Meeting request

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Cormac

The HOA just received request for estoppels for 4 homes/lots (1796 Hagen Ct., 1848, 1844 and 1856 Lema Ct.) – which have sidewalk/set back issues – flagged by Collier County.

Need confirmation that Collier County is not issuing Cos for the homes – until the sidewalks matter is resolved.

Are the building permits for the homes still red flagged?

Robert A. Cooper, Partner | Hahn Loeser & Parks LLP

Tel: 239.337.6730 | Fax: 239.337.6701

Mobile: 239.910.3825

racooper@hahnlaw.com | hahnlaw.com

2400 First Street, Suite 300, Fort Myers, FL 33901

Hahn Loeser & Parks LLP is a full-service law firm with a national footprint and international reac
Columbus, Naples, Fort Myers, San Diego, and Chicago.

This email may contain information that is confidential or privileged, and it is intended only for t
intended recipient, you are prohibited from using, copying, or distributing this email, its content

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND OBTAINED WILL BE USED FOR THAT PURPOSE.

From: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>
Sent: Tuesday, April 12, 2022 10:51 AM
To: Robert Cooper <racooper@hahnlaw.com>
Subject: [EXTERNAL] Fwd: Valencia Golf and Country Club HOA Meeting request

FYI & R from Cormac

Sincerely,
Brian F. Farrar
President, BCF Management Group, LLC

Senior Advisor, Dawson and Associates, Inc.
27171 Harbor Drive

Bonita Springs, Fl. 34135
239-580-8840c
239-495-2435o
State of Florida CGC1517769

Brian@BCFMGMTGroup.com

This communication constitutes an electronic communication as defined by the Federal Electronic Communication Privacy Act, 18 U.S.C. 2510 et. seq. and Florida Statute Chapter 934.03 (All parties must consent to the recording or disclosure of the contents of any wire or electronic communication in Florida). Any unauthorized interception or distribution of this communication is strictly prohibited by law. Disclosure of this communication is strictly limited to the recipient(s) intended by the sender of this message and thereby noted on the original communication. This communication may contain confidential and privileged material for the exclusive use of the intended recipient. Receipt by anyone other than the intended and clearly noted recipient does not constitute a loss of the confidential or privileged nature of the communication. Any review or distribution by or to others is strictly prohibited, If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

of this communication. Unauthorized forwarding or possession of this communication may constitute a liability of actions and subject the sender to applicable penalties. Any attachment to this email falls under the same aforementioned criteria and the recipient shall hold harmless the original sender for any information or the context of attachments that may change or be modified without notice. Copyright applies to this email and its attachments. All Rights Reserved.

---------- Forwarded message ---------
From: **GiblinCormac** <Cormac.Giblin@colliercountyfl.gov>
Date: Fri, Apr 1, 2022 at 11:32 AM
Subject: RE: Valencia Golf and Country Club HOA Meeting request
To: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>
Cc: AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>, Rob Cooper <racooper@hahnlaw.com>, Henry Amaya <Henrya.vgcc@yahoo.com>, Mary Walker <MWalker@hahnlaw.com>

Hello Brian, no still nothing from Lennar despite my repeated follow ups.

Respectfully,

Cormac Giblin, AICP,CPM

Planning Manager, Development Review

Collier County

Collier County Government Growth Management Department

2800 N. Horseshoe Drive, Naples, FL 34104

Phone: 239-252-2460

Cormac.Giblin@CollierCountyFL.gov

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

From: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>
Sent: Friday, April 1, 2022 11:28 AM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Rob Cooper <racooper@hahnlaw.com>; Henry Amaya <Henrya.vgcc@yahoo.com>; Mary Walker <MWalker@hahnlaw.com>
Subject: Re: Valencia Golf and Country Club HOA Meeting request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good morning Cormac, just following up from our meeting on March 4th. Has there been any change or options provided by Lennar to resolve the matter?

Sincerely,
Brian F. Farrar
President, BCF Management Group, LLC

Senior Advisor, Dawson and Associates, Inc.
27171 Harbor Drive

Bonita Springs, Fl. 34135
239-580-8840c
239-495-2435o
State of Florida CGC1517769

Brian@BCFMGMTGroup.com

This communication constitutes an electronic communication as defined by the Federal Electronic Communication Privacy Act, 18 U.S.C. 2510 et. seq. and Florida Statute Chapter 934.03 (All parties must consent to the recording or disclosure of the contents of any wire or electronic communication in Florida). Any unauthorized interception or distribution of this communication is strictly prohibited by law. Disclosure of this communication is strictly limited to the recipient(s) intended by the sender of this message and thereby noted on the original communication. This communication may contain confidential and privileged material for the exclusive use of the

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

intended recipient. Receipt by anyone other than the intended and clearly noted recipient does not constitute a loss of the confidential or privileged nature of the communication. Any review or distribution by or to others is strictly prohibited, If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies of this communication. Unauthorized forwarding or possession of this communication may constitute a liability of actions and subject the sender to applicable penalties. Any attachment to this email falls under the same aforementioned criteria and the recipient shall hold harmless the original sender for any information or the context of attachments that may change or be modified without notice. Copyright applies to this email and its attachments. All Rights Reserved.

On Mon, Mar 28, 2022 at 10:29 AM BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com> wrote:

> Good morning Cormac, just following up from our meeting on March 4th. Has there been any change or options provided by Lennar to resolve the matter?

Sincerely,
Brian F. Farrar
President, BCF Management Group, LLC

Senior Advisor, Dawson and Associates, Inc.
27171 Harbor Drive

Bonita Springs, Fl. 34135
239-580-8840c
239-495-2435o
State of Florida CGC1517769

Brian@BCFMGMTGroup.com

This communication constitutes an electronic communication as defined by the Federal Electronic Communication Privacy Act, 18 U.S.C. 2510 et. seq. and Florida Statute Chapter 934.03 (All parties must consent to the recording or disclosure of the contents

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

of any wire or electronic communication in Florida). Any unauthorized interception or distribution of this communication is strictly prohibited by law. Disclosure of this communication is strictly limited to the recipient(s) intended by the sender of this message and thereby noted on the original communication. This communication may contain confidential and privileged material for the exclusive use of the intended recipient. Receipt by anyone other than the intended and clearly noted recipient does not constitute a loss of the confidential or privileged nature of the communication. Any review or distribution by or to others is strictly prohibited, If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies of this communication. Unauthorized forwarding or possession of this communication may constitute a liability of actions and subject the sender to applicable penalties. Any attachment to this email falls under the same aforementioned criteria and the recipient shall hold harmless the original sender for any information or the context of attachments that may change or be modified without notice. Copyright applies to this email and its attachments. All Rights Reserved.

On Wed, Mar 2, 2022 at 10:48 AM <bffarrar@gmail.com> wrote:

> Thanks Cormac, appreciate it.
>
> Sincerely,
>
> Brian F. Farrar
>
> President,
>
> BCF Management Group, LLC
>
> Senior Advisor,
>
> Dawson Associates, Inc.
>
> On Mar 2, 2022, at 10:32 AM, GiblinCormac

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

<Cormac.Giblin@colliercountyfl.gov
> wrote:

I have reserved conference room B in the Growth Management Building for this this meeting.

Or those not attending in person may attend by Skype by clicking the link below

.....
.....

Join Skype Meeting

Trouble Joining? Try Skype Web App

Help

.....
.....

From: AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>
Sent: Tuesday, March 1, 2022 10:04 AM
To: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>
Cc: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>; Rob Cooper <racooper@hahnlaw.com>; Henry Amaya <Henrya.vgcc@yahoo.com>; Mary Walker <MWalker@hahnlaw.com>

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Subject: RE: Valencia Golf and Country Club HOA Meeting request

Mr. Farrar,

Both Cormac and I are available on Friday at 11 am. I have a small conference room here at 2800 Horseshoe Drive if you'd like to meet here. We also can participate by skype business if you'd like a virtual meeting. Please let me know.

Heidi Ashton-Cicko

Managing Assistant County Attorney

Office of the County Attorney

2800 North Horseshoe Drive, Suite 301

Naples, FL 34104

(239) 252-8773

From: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>
Sent: Tuesday, March 1, 2022 9:15 AM
To: AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>
Cc: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>; Rob Cooper <racooper@hahnlaw.com>; Henry Amaya <Henrya.vgcc@yahoo.com>; Mary Walker <MWalker@hahnlaw.com>
Subject: Re: Valencia Golf and Country Club HOA Meeting request

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good morning Heidi, thank you for the follow up note. I have spoken with Mr. Amaya regarding scheduling and he and I are available Friday, 3/4 at 11 am, noon or 4pm. Unfortunately, Mr. Cooper is not available to attend as he will be traveling due to family illness. Please let me know if any of these times are convenient for you.

Sincerely,
Brian F. Farrar
President, BCF Management Group, LLC

Senior Advisor, Dawson and Associates, Inc.
27171 Harbor Drive

Bonita Springs, Fl. 34135
239-580-8840c
239-495-2435o
State of Florida CGC1517769

Brian@BCFMGMTGroup.com

This communication constitutes an electronic communication as defined by the Federal Electronic Communication Privacy Act, 18 U.S.C. 2510 et. seq. and Florida Statute Chapter 934.03 (All parties must consent to the recording or disclosure of the contents of any wire or electronic communication in Florida). Any unauthorized interception or distribution of this communication is strictly prohibited by law. Disclosure of this

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

communication is strictly limited to the recipient(s) intended by the sender of this message and thereby noted on the original communication. This communication may contain confidential and privileged material for the exclusive use of the intended recipient. Receipt by anyone other than the intended and clearly noted recipient does not constitute a loss of the confidential or privileged nature of the communication. Any review or distribution by or to others is strictly prohibited, If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies of this communication. Unauthorized forwarding or possession of this communication may constitute a liability of actions and subject the sender to applicable penalties. Any attachment to this email falls under the same aforementioned criteria and the recipient shall hold harmless the original sender for any information or the context of attachments that may change or be modified without notice. Copyright applies to this email and its attachments. All Rights Reserved.

On Fri, Feb 25, 2022 at 8:22 AM AshtonHeidi <Heidi.Ashton@colliercountyfl.gov> wrote:

> Mr. Farrar,
>
> Can you please provide a few dates and times that work for you? Thanks.

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Heidi Ashton-Cicko

Managing Assistant County Attorney

Office of the County Attorney

2800 North Horseshoe Drive, Suite 301

Naples, FL 34104

(239) 252-8773

From: BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>
Sent: Friday, February 25, 2022 7:57 AM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: Rob Cooper <racooper@hahnlaw.com>; Henry Amaya <Henrya.vgcc@yahoo.com>; Mary Walker <MWalker@hahnlaw.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>
Subject: Fwd: Valencia Golf and Country Club HOA Meeting request

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good morning Cormac, I am reaching out again for some assistance in arranging a meeting to discuss resolving concerns by the HOA regarding homes being constructed within the Valencia

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Golf and Country Club Community. We have requested that we be included in discussions regarding the ongoing issues but not have heard back. With this, the HOA's attorney, Rob Cooper, Esq., requested I set up the meeting with you, him, the HOA President, the Asst. County Attorney, Heidi Ashton-Cicko and me to discuss this ongoing concern. If you could provide some available dates and times to arrange this it would be greatly appreciated.

Sincerely,

Brian F. Farrar
President, BCF Management Group, LLC

Senior Advisor, Dawson and Associates, Inc.
27171 Harbor Drive

Bonita Springs, Fl. 35135
239-580-8840c
239-495-2435o
State of Florida CGC1517769

Brian@BCFMGMTGroup.com

This communication constitutes an electronic communication as defined by the Federal Electronic Communication Privacy Act, 18 U.S.C. 2510 et. seq. and Florida Statute Chapter 934.03 (All parties must consent to the recording or disclosure of the contents of any wire or electronic communication in Florida). Any unauthorized interception or distribution of this communication is strictly prohibited by law. Disclosure of this communication is strictly limited to the recipient(s) intended by the sender of this message and thereby noted on the original communication. This

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

communication may contain confidential and privileged material for the exclusive use of the intended recipient. Receipt by anyone other than the intended and clearly noted recipient does not constitute a loss of the confidential or privileged nature of the communication. Any review or distribution by or to others is strictly prohibited, If you are not the intended recipient, please contact the sender by return electronic mail and delete all copies of this communication. Unauthorized forwarding or possession of this communication may constitute a liability of actions and subject the sender to applicable penalties. Any attachment to this email falls under the same aforementioned criteria and the recipient shall hold harmless the original sender for any information or the context of attachments that may change or be modified without notice. Copyright applies to this email and its attachments. All Rights Reserved.

Begin forwarded message:

From: "BRIAN FARRAR, Land Management Consultant" <bffarrar@gmail.com>
Date: February 16, 2022 at 6:59:58 AM EST
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Cc: Rob Cooper <racooper@hahnlaw.com>, Henry Amaya <amaya.henry@rocketmail.com>
Subject: Re:

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Valencia Golf and Country Club HOA Meeting request

Good morning Cormac, thank you for the update. As the VGCC homeowner's association is the declarant and owner of the platted common areas, ROW etc…, the HOA and their attorney, Rob Cooper, Esq. should be included in all correspondence with this matter. Please keep us posted on any updates or changes to this issue.

Sincerely,
Brian F. Farrar
President, BCF Management Group, LLC

Senior Advisor, Dawson and Associates, Inc.
27171 Harbor Drive

Bonita Springs, Fl. 35135
239-580-8840c
239-495-2435o
State of Florida
CGC1517769

Brian@BCFMGMTGroup.com

This communication constitutes an electronic communication as defined by the

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

James Holloway III

From: AshtonHeidi
Sent: Wednesday, June 1, 2022 8:27 AM
To: GiblinCormac; PerryDerek
Subject: RE: Valencia Sidewalks

Cormac,
Per our discussion, they proceed at their own risk. If there is an appeal, the following section would stay any work:

Sec. 250-59. Staying of work on premises.

When an appeal from the decision of any administrative official has been filed with the administrative official, all proceedings and work on the premises concerning which the decision was made shall be stayed unless the official from whom the appeal was taken shall certify to the board of zoning appeals that by reason of facts stated in the certificate a stay would cause imminent peril to life or property. In such case, proceedings, or work shall not be stayed except by a restraining order which may be granted by the board of zoning appeals, or by a court of record.

(Laws of Fla. ch. 67-1246, § 17)

The above section is codified in the Collier County Code of Laws from the Special Act of the Legislature in Laws of Florida Chapter 67-1246, as amended. Please let me know if you have any additional questions.

Heidi Ashton-Cicko
Managing Assistant County Attorney
Office of the County Attorney
2800 North Horseshoe Drive, Suite 301
Naples, FL 34104
(239) 252-8773

From: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Sent: Wednesday, June 1, 2022 8:07 AM
To: AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; PerryDerek <Derek.Perry@colliercountyfl.gov>
Subject: FW: Valencia Sidewalks

Heidi- can you please contact me ASAP this morning about this?

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review

Collier County

Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

From: FrenchJames <James.French@colliercountyfl.gov>
Sent: Tuesday, May 31, 2022 5:19 PM

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

James Holloway III

From: FrenchJames
Sent: Wednesday, June 1, 2022 6:48 PM
To: WalshJonathan; GiblinCormac
Cc: CookJaime; LongRichard; LynchDiane; FadhelMaritza; GuitardDonna; BosiMichael; KovenskyKenneth; SerranoMarlene
Subject: FW: Collier lots to CO/TCO - PRBD20210416680 - PRBD20210735400 - PRBD20210838750
Attachments: Temporary Certificate of Occupancy.pdf; Temporary Certificate of Occupancy.pdf; Temporary Certificate of Occupancy.pdf; RE: Valencia Sidewalks - ICP and PMC Approved

Did we jump the gun on these permits?

Communication must always be close and in lock step to ensure that we are moving as a team. See my attached email to Cormac please.

Please see me to discuss if there are any questions or information updates. Thank you

Respectfully,
Jamie

Jamie French
Growth Management Community Development Department
2800 N. Horseshoe Drive, Naples, Florida 34104
Office (239) 252-5717

Collier County
Growth Management Department

From: FadhelMaritza <Maritza.Fadhel@colliercountyfl.gov>
Sent: Wednesday, June 1, 2022 6:54 AM
To: Darin Mc Murray <Darin.McMurray@Lennar.com>
Cc: CookJaime <Jaime.Cook@colliercountyfl.gov>; GiblinCormac <Cormac.Giblin@colliercountyfl.gov>; FrenchJames <James.French@colliercountyfl.gov>; WalshJonathan <Jonathan.Walsh@colliercountyfl.gov>; ClumFred <Fred.Clum@colliercountyfl.gov>; Andrea Passini <Andrea.Passini@Lennar.com>
Subject: RE: Collier lots to CO/TCO - PRBD20210416680 - PRBD20210735400 - PRBD20210838750

Good Morning Darin,

Attached is a copy of the approved TCO for all three permits listed above.

Please take note of usage allowance.

Please make sure to post a copy of this document where it is visible on the jobsite.

Sincerely,

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) _____

I, Russell Smith (print name), as Vice President (title, if applicable) of Lennar Homes, LLC (company, if applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Barraco and Associates, Inc. to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trust, then they must include the trustee's name and the words "as trustee".*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

_____ 5/5/2022

Signature **Date**

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [X] physical presence or [ ] online notarization this 5th day of MAY, 2022, by (printed name of owner or qualifier) RUSSELL SMITH.

Such person(s) Notary Public must check applicable box:

[✓] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: _____

Karen A. Hughes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG288290
Expires 2/13/2023

CP\08-COA-00115\155
REV 3/4/2020

EXHIBIT
tabbies
C

Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Robert A. Cooper, Partner | Hahn Loeser & Parks LLP
Tel: 239.337.6730 | Fax: 239.337.6701
Mobile: 239.910.3825
racooper@hahnlaw.com | hahnlaw.com
2400 First Street, Suite 300, Fort Myers, FL 33901

Hahn Loeser & Parks LLP is a full-service law firm with a national footprint and international reach, with offices in Cleveland, Columbus, Naples, Fort Myers, San Diego, and Chicago.

This email may contain information that is confidential or privileged, and it is intended only for the addressee(s). If you are not the intended recipient, you are prohibited from using, copying, or distributing this email, its contents, or any attachment.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

From: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Sent: Monday, April 25, 2022 4:44 PM
To: Robert Cooper <racooper@hahnlaw.com>
Cc: Henry Amaya <Henrya.vgcc@yahoo.com>; BRIAN F. FARRAR, Land Management Consultant <bffarrar@gmail.com>; AshtonHeidi <Heidi.Ashton@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; CookJaime <Jaime.Cook@colliercountyfl.gov>; Mary C. Walker <MWalker@hahnlaw.com>; PerryDerek <Derek.Perry@colliercountyfl.gov>; BellowsRay <Ray.Bellows@colliercountyfl.gov>; BosiMichael <Michael.Bosi@colliercountyfl.gov>
Subject: [EXTERNAL] RE: Valencia Golf and Country Club HOA Meeting request

Mr. Cooper- Last week representatives from Lennar met with county staff to seek a solution to this issue.

During the meeting several possible solutions were brainstormed. There were no decisions made or approvals granted at the meeting. No one solution was favored over any other.

At the conclusion of the meeting Lennar was to meet with their engineers to decide on a plan of action.

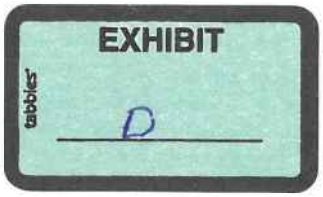
County staff encouraged Lennar to reach out to and consult the HOA in their planning.

Simply removing the sidewalks from those lots would not be in compliance with the Land Development Code without an approved deviation in the PUD (requiring a public approval process).

We encourage you to continue to work with Lennar and/or the original developer on a workable remedy.

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review
Collier County
Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

From: Robert Cooper <racooper@hahnlaw.com>
Sent: Monday, April 25, 2022 4:22 PM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>



Attachment: Attachment-G (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

September 7, 2022

Lennar's Response to Appeal of Administrative Decision of Administrative Official

RE: PMC PL20220003657 and ICP PL 20220003659

Attorney Michael R. Whitt with Hahn Loeser & Parks, LLP filed an appeal on behalf of Valencia Golf & Country Club HOA ("HOA") which was received by Collier County on June 17, 2022 ("Original Appeal"). Based upon the information received to date, the wrong form was submitted to Collier County. A copy of the Original Appeal is attached hereto as **Exhibit "1".** It appears that no additional information, other than Exhibit "1" was provided on June 17, 2022. It appears the HOA realized that the appeal was filed on the incorrect form. A subsequent form was filed with Collier County on July 1, 2022 ("Corrected Appeal"). The Corrected Appeal is attached hereto as **Exhibit "2".** The Original Appeal and Corrected Appeal are referred to as Appeal.

It also appears that a Narrative Statement, setting forth the basis of the Appeal, was submitted with the Corrected Appeal. A copy of the Narrative Statement is attached as **Exhibit "3"**.

Since being provided with the Original Appeal and the Corrected Appeal, our law firm has requested verification as to the exact date the Narrative Statement was filed. To date, we have not been provided with any date stamped information, verifying the date that the Narrative Statement was filed.

The Original Appeal and Corrected Appeal were filed based upon Section 250-58 of the Code of Ordinance of Collier County, Florida. A copy of the code is attached hereto as **Exhibit "4"**. Sub-section A of Section 250-58, clearly provides that an appeal must contain a written notice specifying the grounds thereof.

The Minor Change to the Orangetree PUD Master Plan ("PUD Amendment") was approved on May 20, 2022 and the Insubstantial Change to the Construction Plans ("ICP") was approved on May 31, 2022. The Appeal was untimely due to the fact that July 1, 2022 is more than thirty (30) days after the required appeal period per Section 250-58. The Appeal of the ICP was one day late and the Appeal of the PUD Amendment was twelve days late. The Narrative Statement set forth the basis of the appeal. The forms filed as part of the Appeal do not identify any basis for the Appeal. Therefore, based upon Section 250.58, no evidence supporting the appeal was provided prior to the thirty day time period to file an appeal.

If however, the Narrative Statement was submitted timely, the basis of the Appeal must be limited to just the information provided in the Narrative Statement. All required bases for the Appeal are required to be submitted with the Appeal. The person filing the Appeal is not permitted to supplement the record to provide additional information as the basis of the Appeal. Accordingly,

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

we object to any additional information other than the Narrative Statement being considered by the Hearing Examiner ("HEX") and the Board of Zoning Appeals. Allowing the party filing the Appeal to supplement the record, gives that party the ability to ambush the entity that received the Administrative approval because that party would either have to request an continuance to respond to the Appeal or not be allowed the opportunity to provide a written response to the late filed information.

Section 250-58 of the Code of Ordinance of Collier County Florida provides that a person aggrieved may appeal an administrative decision. Standing to file an appeal is limited to a person aggrieved.

In the historical background section of the Narrative Statement, the HOA set forth conclusions and does not provide copies of any of the documents asserted to support those conclusions.

The HOA alleges that the Declaration is the basis for the Appeal. The Declaration is a private contract that the County is not a party to. The County does not enforce private contracts. The HOA doesn't even provide the recording information for the Declaration referenced in the Narrative Statement. Accordingly, neither the County nor Lennar can review the Declaration to understand the allegations set forth in the historical background section of the Appeal. The Appeal should be dismissed because the HOA does not provide sufficient evidence supporting that the HOA is a person aggrieved by the decision of the Administrative Official.

The HOA's attorney is an experienced trial attorney and understands the requirement to provide copies of all the documents referenced in a pleading. The Appeal filed by the HOA is no different. The HOA's Appeal should be dismissed for failing to attach copies of the referenced documents.

The Appeal claims that Lennar did not have the legal right to amend the PUD Master Plan and the approved plans for the Plat to eliminate sidewalks around a cul-de-sac based upon the Declaration. The basis of that claim is that the HOA somehow had an ownership interest in unbuilt sidewalks that would be located on private property and outside of the easement area identified on the Plat.

Section 10.02.13.A.3 of the Collier County Land Development Code ("LDC") clearly provides that the Zoning & Land Review Director may exempt a petition from certain required elements for the PUD Master Plan when the petition contains provisions that the element may be waived and will not have a detrimental effect on the health, safety and welfare of the community. County Staff determined that a sidewalk around the perimeter around the cul-de-sac was not a necessary element of the PUD and the elimination of that sidewalk would not have a detrimental effect on the health, safety and welfare of the community. No contrary evidence was provided by the HOA.

Staff approved the elimination of the sidewalk on the cul-de-sac homes where no public access easement existed and also approved the elimination of the construction of a cross-walk if the HOA decided they did not want to allow a crosswalk to be constructed across the roadway which

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

the HOA controls. If the HOA does not agree to a cross-walk, County Staff was still comfortable that a sidewalk around the perimeter of the cul-de-sac was not required.

The HOA also fails to point out that the construction plans that were originally approved, had the sidewalk located on private property and not within a publicly dedicated easement. There is insufficient room to construct the sidewalk in the public area. Accordingly, it was impossible to construct the sidewalk on private property where an easement does not exist to permit construction of the sidewalk.

There is no legal basis to require Lennar or lot purchasers to accept a sidewalk on their private property. Especially in light of the fact that had a sidewalk been constructed on the property, it would have not met the twenty three foot clear space required by the LDC. The sidewalk would have cars parked over it, creating a health and safety hazard. Certainly, the HOA is not advocating for an unsafe sidewalk to occur.

In the Narrative Statement there is no evidence to contradict Staff's conclusion that the elimination of the sidewalk does not have a detrimental effect on the health, safety and welfare of the community. Likewise, there is no evidence in the Narrative Statement, that Lennar, as the Owner of the private property somehow relinquished its right to amend the PUD Master Plan and the Plat construction plans to eliminate a sidewalk that was to be constructed on its property when the plat did not contain and easement across the property for the sidewalk to be located in.

The HOA's sites to Section 10.02.13.E.3 of the Land Development Code when referring to the minor change the PUD. The HOA does not site any evidence in the Narrative Statement that the elements in Section 10.02.13.E.3 have not been satisfied. The HOA's sole basis for the Appeal is that the County had no right to change any property owned by the HOA. The only alleged approval that the County had with regard to the improvements within HOA control property was the construction of the cross-walk. On August 3, 2022, the County issued a letter to Laruen Colarusso of Barraco and Associates, Inc. identifying that the cross-walk could not be built unless the HOA consented to its construction. A copy of the letter was provided to HOA attorney and is attached as **Exhibit "5"**. Accordingly, no work was being done within land areas controlled by the HOA unless the HOA agreed. To date, no appeal has been filed pertaining to the August 3, 2022 Administrative Decision. The thirty day appeal period has expired. Accordingly, any challenge to the ICP is now untimely.

Chapter 3, Section G-4 of the Collier County Administrative Code pertaining to PUD Minor Changes provides that the Appeal is in accordance with Section 250-58. Accordingly, all bases of the Appeal must be set forth in the Appeal document when it is filed. The party is not entitled to supplement the record to include additional bases for the Appeal for a PUD Minor change.

Chapter 5, Section E-2 of the Collier County Administrative Code applies to the ICP. That Section does not provide for a mechanism to appeal. If Section 250.58 does apply, all bases for the appeal must be set forth in the Appeal document. The Party is not entitled to supplement the record.

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

In conclusion, the HOA has not provided the required information to set forth that it is in fact an aggrieved person.

The HOA has not proved it has standing to file the Appeal. The Appeal must be dismissed. The HOA should not be permitted to supplement the record to provide the required information. Lennar has no ability to adequately defend against the Appeal because the HOA has not provided reference to the Declaration provisions that it is relying upon for the basis of the Appeal. Accordingly, the Appeal is not timely filed and should be dismissed.

If the HEX or Board of Zoning Appeals wishes to consider the Appeal timing filed and determine the HOA is an aggrieved person, the HOA has provided no evidence in the record that the County decision to eliminate the requirement to construct the sidewalk around the perimeter of the cul-de-sac did not comply with the applicable Land Development Code provisions. County Staff did determine that the sidewalk around the perimeter is not necessary and its elimination in no way was harmful to the community. Accordingly, the Staff Administrative Decision should be upheld by the Hearing Examiner and the Board of Zoning Appeals.

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Exhibit 1

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
239) 252-2400 FAX (239) 252-6358

APPEAL OF ZONING VERIFICATION LETTER

(Attention Intake Staff – process as Administrative Appeal - ADA)

The appeal of a zoning letter response shall be in accordance with Sec. 250-58 of the Code of Laws and Ordinances

Appeals to a board of zoning appeals or the governing body, as the case may be, may be taken by any person aggrieved or by any officer, department, board, or bureau of the governing body or bodies in the area affected by the decision, determination or requirement made by the administrative official. Such appeals shall be taken within 30 days by filing with the administrative official a written notice specifying the grounds thereof. The administrative official shall forthwith transmit to the board all papers, documents, and maps constituting the record of the action from which an appeal is taken.

Due public notice of the hearing on the appeal shall be given. Upon the hearing, any party may appear in person or by attorney. A decision shall be reached by the appellate body within 30 days of the hearing; otherwise, the action appealed from shall be deemed affirmed.

The Board of Zoning Appeals shall hold an advertised public hearing on the appeal and shall consider the administrative decision and any public testimony in light of the growth management plan, the future land use map, the Land Development Code or the official zoning atlas. The Board of Zoning Appeals shall adopt the County official's administrative decision, with or without modifications or conditions, or reject the administrative decision. The Board of Zoning Appeals shall not be authorized to modify or reject the County official's administrative decision unless such Board finds that the decision is not supported by substantial competent evidence or that the decision is contrary to the growth management plan, the future land use map, the Land Development Code or the official zoning atlas.

Requests for Appeal of Zoning Verification Letter should be addressed to:

Growth Management Department / Zoning Division
Attn: Business Center
2800 North Horseshoe Drive
Naples, Florida 34104

RECEIVED
JUN 17 2022
CK #7655
BY:

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
239) 252-2400 FAX (239) 252-6358

APPEAL OF ZONING VERIFICATION LETTER
(Attention Intake Staff – process as Administrative Appeal ADA)

PROJECT NUMBER
PROJECT NAME
DATE PROCESSED

To be completed by staff

APPLICANT INFORMATION

NAME OF OWNER Valencia Golf & Country Club HOA

ADDRESS 1725 Double Eagle Trail, Naples, FL 34120

TELEPHONE # 239-337-6754 **CELL #** _____ **FAX #** 239-337-6701

E-MAIL ADDRESS mwhitt@hahnlaw.com

NAME OF AGENT/APPLICANT Michael R. Whitt

FIRM Hahn Loeser & Parks, LLP

ADDRESS 2400 First Street, Suite 300

TELEPHONE # 239-337-6754 **CELL #** _____ **FAX #** 239-337-6701

E-MAIL ADDRESS mwhitt@hahnlaw.com

REQUEST DETAIL

Appeal of Application No.
20220003657 and 20220003659
(Please reference the application number that is being appealed)

Attach a statement for the basis of the appeal including any pertinent information, exhibits and other backup information in support of the appeal.

Application fee = $1000.00
Legal Advertising Fee = $500.00 *(Legal Advertising fee is an estimated amount that will be reconciled upon receipt of invoice from Naples Daily News)*

Make check payable to the *Board of County Commissioners*

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Exhibit 2

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DIVISION
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Appeal of an Administrative Type III Decision
LDC section 10.04.04

PROJECT NUMBER
PROJECT NAME
DATE PROCESSED

To be completed by staff

The following applications are subject to an administrative Type III review: variances, administrative appeals, certificates of appropriateness, conditional uses, nonconforming use amendments, vested rights, flood variances, and parking agreements.

APPLICANT CONTACT INFORMATION

Name of Owner: Valencia Golf & Country Club HOA
Address: 1725 Double Eagle Trail **City:** Naples **State:** FL **ZIP:** 34120
Telephone: 239-337-6754 **Cell:** _____ **Fax:** _____
E-Mail Address: mwhitt@hahnlaw.com

Name of Agent: Michael R. Whitt
Firm: Hahn Loeser & Parks, LLP
Address: 2400 First Street, Suite 300 **City:** Fort Myers **State:** FL **ZIP:** 33901
Telephone: 239-337-6754 **Cell:** _____ **Fax:** _____
E-Mail Address: mwhitt@hahnlaw.com

REQUEST DETAIL

Appeal of Application Number: AR/PL-20220003657 and 20220003659
(Please reference the application number that is being appealed)

Attach a narrative describing the request, the legal basis for the appeal, and the relief sought. Include any pertinent information, exhibits, and other backup information in support of the appeal.

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DIVISION
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

SUBMITTAL REQUIREMENTS

The following items are to be submitted with the completed application packet:

- ☐ Completed application (download current form from County website)
- ☐ Completed narrative
- ☐ Electronic copy of all documents, please advise that the Office of the Hearing Examiner requires all materials to be submitted electronically in PDF format.

FEE REQUIREMENTS:

- ☐ **Appeal of Vested Rights Determination: $100.00**
- ☐ **Appeal of an Administrative Decision: $1,000.00**
- ☐ **Estimated Legal Advertising fee for the Office of the Hearing Examiner: $925.00**

All checks payable to: Board of County Commissioners

The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Division/Planning and Regulation
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Exhibit 3

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Growth Management Division/Planning and Regulation
Attn: Business Center
2800 North Horseshoe Drive
Naples, Florida 34104

APPEAL OF ADMINISTRATIVE DECISION OF
ADMINISTRATIVE OFFICIAL
Section 250-58

RE: PMC PL20220003657 and ICP PL20220003659

This Appeal of an Administrative Decision of an Administrative Official is filed by Michael R. Whitt, Esq., on behalf of Valencia Golf and Country Club HOA, Inc. ("VGCC" or the "HOA") who seek reversal of PMC-PL20220003657, Minor Change to the Orangetree PUD Master Plan (Ordinance No. 12-09) and accompanying Insubstantial Change to the Construction Plans ICP PL20220003659 pursuant to Section 250-58, Collier County, FL Code of Ordinances.

I. Historical Background

The HOA is the owner of all declarant rights and all common property in Valencia Golf and Country Club, according to the Declaration of Covenants, Conditions, and Restrictions for VGCC, as amended (the "Declaration"). Lennar Homes, LLC ("Lennar") is an owner/member of the HOA. As an owner of lots in the community, Lennar must comply with the HOA's governing documents, rules, regulations, and Collier County, Florida's zoning and setback requirements for sidewalks on the cul-de-sac lots, just like all other owners within the community. Other than the rights and obligations of an owner/member of the HOA, the only additional and limited rights Lennar has concerning certain lots owned by Lennar within the community are referenced in Article II, Section s2C and E, and Article IV, Section 7a, of the Declaration, which rights were obtained via written assignment from Valencia Owner, L.L.C. However, the referenced sections of the Declaration do not grant Lennar (or its predecessor Valencia Owner L.L.C.) any rights as "Declarant" of the community, and do not exempt Lennar or Valencia Owner, L.L.C.) from any covenant, rule, or restriction set forth in the Declaration. In fact, the referenced sections do not grant Lennar (or Valencia Owner, L.L.C.) any right – other than the right to submit specific land (referred to in the Declaration as the "Trustee Property") to the Declaration via a Supplemental filing. As such, Lennar, the owner of lots within Trustee Property, has no special rights concerning its lots in the community.

II. The Amendment Request

Russell Smith on behalf of Lennar filed an application for a minor change to the Orangetree PUD Master Plan (PMC-PL20220003657) together with an accompanying insubstantial Change to the Construction Plans (ICP PL20220003659) to (PPL2006-AR-8975) VGCC Phase II-A. By way of the Application, Lennar sought approval for a minor change to the above-referenced PUD Master Plan ("PMC") pursuant to Section 10.02.13.E.3 of the Land Development Code (LDC). The proposed PMC sought to modify the required sidewalks according to the approved PUD Master Plan. The request entailed revising the construction plans to omit approximately 566 square yards of sidewalk approved within the PUE located on Hagen Court and Lema Court cul-de-sacs from

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Lots 14,16-18, 20-21 and 33-38, and add crosswalk signage and pavement markings on Hagen Court.

On May 20, 2022, Collier County staff issued a letter to Mr. Steve Coleman with Barraco and Associates, Inc., acting as agent for the Applicant advising that staff had reviewed the amended PUD Master Plan and determined that the proposed minor refinements are consistent with the Collier County Growth Management Plan and with the applicable criteria contained in the LDC for minor changes to an approved Master Plan.

III. This Administrative Appeal

Collier County staff approved Lennar's request with full knowledge that "VGCC homeowner's association is the declarant and owner of the platted common areas, ROW, etc…," and despite having received VGCC,'s representative, Brian Farrar's February 16, 2022, e-mail to Collier County Planning Manager, Cormac Giblin, wherein Mr. Farrar expressly conveyed the same.

Notice was never provided to nor was any approval obtained from the HOA, who again is the owner of all declarant rights and all common property in and according to the Declaration of Covenants, Conditions, and Restrictions for VGCC. As such, the County had no legal right to permit or approve any change to the HOA's property, to eliminate sidewalks, to approve narrow, legally non-compliant sidewalks without consideration for the fact that the HOA is open to the public due to a golf course or provide for crossing roads owned and controlled by the HOA. Lennar is not entitled to, and the HOA has not acquiesced or assented to Lennar's refusal to comply with the HOA's governing documents, rules, regulations, and/or Collier County's zoning and sidewalk setback requirements for cul-de-sac lots, and/or their refusal to repair (or pay for repairs of common property (i.e. roadways curbs, master irrigation lines, etc.). Sidewalks were improperly located and installed without any notice to or the consent of the HOA.

IV. Conclusion

Based on the foregoing, The County's approval of the minor change to the Orangetree PUD Master Plan (PMC-PL20220003657) together and the accompanying insubstantial Change to the Construction Plans (ICP PL20220003659) must be rescinded. Further, no such amendment can be lawfully approved without the knowledge and consent of the HOA, or at least, providing notice and due process to the HOA.

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Exhibit 4

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Sec. 250-58. - Appeal from decision of administrative official.

(a) Appeals to a board of zoning appeals or the governing body, as the case may be, may be taken by any person aggrieved or by any officer, department, board, or bureau of the governing body or bodies in the area affected by the administrative decision, determination or requirement made by the administrative official. Such appeals shall be taken within 30 days by filing with the administrative official a written notice specifying the grounds thereof. The administrative official shall forthwith transmit to the board all papers, documents, and maps constituting the record of the administrative action from which an appeal is taken.

(b) Due public notice of the hearing on the administrative appeal shall be given.

(c) Upon the hearing, any party may appear in person or by attorney. A decision shall be reached by the appellate body within 30 days of the hearing; otherwise, the action appealed from shall be deemed affirmed.

(Laws of Fla. ch. 67-1246, § 16; Laws of Fla. ch. 2001-344, § 1)

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Exhibit 5

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)

Collier County
Growth Management Department

Revised Letter

August 03, 2022

Lauren Colarusso, Barraco and Associates, Inc.
2271 McGregor Boulevard - Suite 100
Fort Myers, FL 33901

RE: Insubstantial Change to Construction Plan PL20220003659
Valencia Golf and Country Club Sidewalks (ICP)

Dear Applicant:

This is in response to your submittal of plans showing modification to CDPAR-8975 to revise the construction plans to omit approximately 566 s.y. of sidewalk located at the Hagen Court and Lema Court cul-de-sacs in the front of Lots 11-21 and 33-38 and add crosswalk signage and pavement markings on Hagen Court and Lema Court.

STIPULATIONS:

- Development Review - If the Valencia Golf and Country Club Homeowners Association, Inc. does not consent to the installation of crosswalks on Hagen Court and Lema Court by September 6, 2022, then the sidewalks shall terminate at Lot #32 and Lot #38 (Hagen Ct) and at Lot #22 and Lot #11 (Lema Ct), and the crosswalks shall not be installed.
- Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. This permit is conditioned on all other applicable state or federal permits being obtained before commencement of the development.
- PURSUANT TO HB 503, PLEASE COMPLETE THE AFFIDAVIT OF COMPLIANCE AND PROVIDE TO CLIENT SERVICES STAFF (252-2400). INCLUDE THE BALANCE OF ANY OUTSTANDING INSPECTION FEES TOGETHER WITH ANY REQUIRED STATE OR FEDERAL PERMITS. UPON PROCESSING THE AFFIDAVIT OF COMPLIANCE, A PRE-CONSTRUCTION MEETING MAY BE SCHEDULED.

This office has reviewed the plans and has no objection to the changes shown unless noted under stipulations.

SIGNAGE RESTRICTIONS:

- Please be advised that any permanent sign (wall, ground, monument, directory, etc.) requires a separate building permit and must meet the provisions of the Collier County Land Development Code, Section 5.06.00, and/or the applicable provisions of the governing Planned Unit Development (PUD) document, regardless of any sign placement, dimensions or color depicted on the site and/or architectural plans approved by this letter.

Sincerely,

Development Review Division

Growth Management Department
2800 N. Horseshoe Dr.
Naples, Florida 34104
239-252-2400

Attachment: Attachment-H (23701 : PL20220004625 - Valencia Golf & Country Club Appeal)