



CITY OF OKEECHOBEE

55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

FEBRUARY 20, 2024

6:00 PM

LIST OF EXHIBITS

Mayor

Dowling R. Watford, Jr.

Council Members

Noel Chandler

Monica Clark

Bob Jarriel

David McAuley

Exhibit 1	Engineers Week Proclamation
Exhibit 2	February 6, 2024 Minutes
Exhibit 3	January, 2024 Warrant Register
Exhibit 4	Public Works Equipment to be sold
Exhibit 5	Police Vehicles to be sold
Exhibit 6	Ordinance No. 1283
Exhibit 7	Final Plat Application No. 23-009-TRC/FP
Exhibit 8	Longevity Service Awards Schedule

Proclamation

Office of the Mayor City of Okeechobee, Florida

WHEREAS, engineers design, construct, and maintain the infrastructure and facilities that contribute to a high quality of life for all residents of the City of Okeechobee; and

WHEREAS, the City of Okeechobee growth depends on engineers executing innovative, creative, and high-quality solutions to technical problems; and

WHEREAS, the purpose of the Florida Engineering Society is to advance the public welfare, promote the professional, social, and economic interests of the engineering professions, and stimulate and develop professional concepts among all engineers through education and excellence in practice; and

WHEREAS, members of the Florida Engineering Society and the American Council of Engineering Companies of Florida are making strides to interact with the engineering education sector to prepare future engineers to maintain our economic leadership and quality of life; and

WHEREAS, it is important that we recognize and honor the continuing contributions of America's engineers.

NOW, THEREFORE, I, Dowling R. Watford, Jr., by virtue of the authority vested in me as Mayor of the City of Okeechobee, Florida, do hereby proclaim **February 18 through 24, 2024**, as "Engineers Week."

In witness whereof, on February 20, 2024, I have
set my hand and caused this seal to be affixed.

Dowling R. Watford, Jr., Mayor

Attest: _____
Lane Gamiotea, CMC, City Clerk





CITY OF OKEECHOBEE, FLORIDA
FEBRUARY 6, 2024, REGULAR CITY COUNCIL MEETING
DRAFT MEETING MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on February 6, 2024, at 6:05 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue (AVE), Room 200, Okeechobee, Florida. A moment of silence was held in memory of Public Works Director David Allen who passed away on February 1, 2024. The invocation was offered by Mayor Watford; followed by the Pledge of Allegiance led by Council Member Chandler.

II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Members present to establish a quorum: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, and Council Members Noel A. Chandler, and Robert "Bob" Jarriel. Council Member David R. McAuley was absent with consent.

III. AGENDA AND PUBLIC COMMENTS

A. Modifications to the agenda were as follows: The exhibit for New Business item B., was posted earlier today and will be identified in the Minute File as Exhibit 12; remove New Business item G., and add New Business item H., Exhibit 11.

B. Motion and second by Council Members Jarriel and Chandler to adopt the agenda as amended.
Motion Carried.

C. There were no comment cards submitted for public participation for issues not on the agenda.

IV. PRESENTATIONS AND PROCLAMATIONS

A. Police Lieutenant Belen Reyna was recognized by Mayor Watford and Chief Hagan for his years of service. He was presented with a monetary award of \$250.00 and a framed Certificate of Appreciation, read into the record as follows: **"Longevity Service Certificate presented to Belen Reyna in recognition of your 20 Years of service, hard work, and dedication to the City, its citizens, and your fellow employees from February 9, 2004, through February 9, 2024."**

B. Local students, Luke Larson, Lilly Maxwell, and Tess D'Ariano were recognized for receiving a South Florida Fair Scholarship. Miss Paisley Norman, who also received a scholarship, was unable to be in attendance.

V. CONSENT AGENDA

Motion and second by Council Members Chandler and Jarriel to:

A. Dispense with the reading and approve the Minutes for January 16, 2024, [as presented in **Exhibit 1**]; and

B. Temporarily close a portion of SE 2nd AVE between SE 6th and 7th Streets (ST) from 8:00 A.M. to 2:30 P.M. on March 8, 2024, for a field day, submitted by Okeechobee Christian Academy [as presented in **Exhibit 2**]; and

C. Temporarily close a portion of Southwest 2nd, 3rd, and 4th AVEs between North and South Park STs from 5:00 P.M. on March 8, 2024, to 6:00 P.M. on March 10, 2024, for the Speckled Perch Festival, submitted by Okeechobee Main Street [as presented in **Exhibit 3**]; and

D. Approve the sale of Police vehicles through Insight Auctioneers [as presented in **Exhibit 4**].
Motion Carried.

VI. MAYOR WATFORD OPENED THE PUBLIC HEARING FOR ORDINANCE ADOPTION AT 6:23 P.M.

A. Motion by Vice Mayor Clark, second by Council Member Chandler to read by title only, proposed Ordinance No. 1284, amending the Optional Forms of Benefits for the General Employees Retirement System [as presented in **Exhibit 5**].
Motion Carried.

City Attorney John Fumero read into the record the title of proposed Ordinance No. 1284 as follows: **"AN ORDINANCE OF THE CITY OF OKEECHOBEE FURTHER AMENDING THE CITY OF OKEECHOBEE GENERAL EMPLOYEES' RETIREMENT SYSTEM, RESTATED PURSUANT TO ORDINANCE 1141; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE."**

VI. PUBLIC HEARING FOR ORDINANCE ADOPTION CONTINUED

- A.** Continued. Motion by Vice Mayor Clark, second by Council Member Jarriel to adopt proposed Ordinance No. 1284. Mayor Watford opened the floor for public comments, there were none. Finance Director, India Riedel and Mr. Scott Baur of Resource Centers, LLC, the Pension Plans' Administrator, gave the staff review. City Clerk Gamiotea noted for the record, the Ordinance and Actuary Impact Statement was sent to the State Division of Retirement for review and no comments were received. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Absent, Watford-Yea.**
Motion Carried.
- B.** Motion by Council Member Jarriel, second by Vice Mayor Clark to read by title only, proposed Ordinance No. 1285 amending Section 2-131 of the Code of Ordinances removing the Personnel Administrator duties from the City Clerk [as presented in **Exhibit 6**].
Motion Carried.

City Attorney Fumero read into the record the title of proposed Ordinance No. 1285 as follows: "**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE CODE OF ORDINANCES CHAPTER 2 ADMINISTRATION, ARTICLE III DEPARTMENTS, OFFICERS, AND EMPLOYEES, DIVISION 4 CITY CLERK, SECTION 2-131 GENERAL DUTIES TO REMOVE THE DUTY OF PERSONNEL ADMINISTRATOR; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**"

Motion and second by Council Members Chandler and Jarriel to adopt proposed Ordinance No. 1285. Mayor Watford opened the floor for public comments, there were none. Clerk Gamiotea gave the staff review. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Absent, Watford-Yea.**
Motion Carried.

VII. NEW BUSINESS

- A.** Motion by Vice Mayor Clark, second by Council Member Jarriel to approve the designation of India Riedel as the City's Representative and Board Member and Heather Prince as Alternate to the Public Risk Management Group Health Trust.
Motion Carried.
- B.** Motion by Council Member Jarriel, second by Vice Mayor Clark to read by title only, proposed Ordinance No. 1286, merging the Police Officers' and Firefighters' Pension Funds and providing for a retired firefighter medical stipend [as presented in **Exhibit 12**].
Motion Carried.

City Attorney Fumero read into the record the title of proposed Ordinance No. 1286 as follows: "**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA, PROVIDING FOR THE MERGER OF THE CITY OF OKEECHOBEE MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND, CREATED PURSUANT TO ORDINANCE NO. 888 AS SUBSEQUENTLY AMENDED, AND THE CITY OF OKEECHOBEE MUNICIPAL FIREFIGHTERS' PENSION FUND, CREATED PURSUANT TO ORDINANCE NO. 889 AND AMENDED AND RESTATED PURSUANT TO ORDINANCE NO. 1229; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.**"

Motion and second by Council Members Chandler and Jarriel to approve the first reading and set March 5, 2024, as the final Public Hearing date for proposed Ordinance No. 1286.

Clerk Gamiotea distributed a memorandum requesting the Council correct some of the wording within the proposed Ordinance. Motion by Council Member Jarriel, second by Vice Mayor Clark to amend proposed Ordinance No. 1286, as follows: remove the sixth Whereas paragraph on page 1; remove elected and replace with other on page 3, first paragraph, B., last sentence; add "in the System" after the word remaining on page 3, fourth paragraph, first sentence; remove elected and replace with other on page 5, fifth paragraph, 6.B., last sentence; add "in the System" after the word remaining on page 5, last paragraph, first sentence.

Motion To Amend Carried.

Mr. Baur, Plan Administrator, provided the staff review, purpose and benefits of the proposed changes. The Police Officers' Board of Trustees voted against recommending adoption. However, the Firefighters' Board of Trustees voted in favor of the adoption. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Yea, McAuley-Absent, Watford-Yea.**
Motion Carried As Amended.

VII. NEW BUSINESS CONTINUED

- C. Motion by Council Member Jarriel, second by Vice Mayor Clark to approve the amendments to the Personnel Policies and Procedures related to transferring personnel duties from the Finance Department and City Clerk's Office to Human Resources staff within the Administration Department and revising the Education Reimbursement Policy to coordinate with the Education Reimbursement Agreement as amended by the City Council on February 2, 2022, [as presented in **Exhibit 7**].
Motion Carried.

- D. Motion by Council Member Chandler, second by Vice Mayor Clark to adopt proposed Resolution No. 2024-01, amending the duties of the City Clerk in previously adopted Resolution No. 2022-11 [as presented in **Exhibit 8**].

Attorney Fumero read into the record the title of proposed Resolution No. 2024-01 as follows: "**A RESOLUTION OF THE CITY OF OKEECHOBEE, FLORIDA; PROVIDING FOR AMENDMENTS TO THE SUMMARY OF DUTIES FOR THE OFFICE OF THE CITY CLERK AS PROVIDED IN SECTION THREE OF RESOLUTION NO. 2022-11, TRANSFERRING THE DUTY OF PERSONNEL ADMINISTRATOR TO HUMAN RESOURCES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**"

Motion Carried.

- E. Motion and second by Council Members Chandler and Jarriel to approve the Grant Agreement [No. HL208] with the State of Florida Department of Commerce in the amount of \$1,200,000.00 for City Hall Hardening [as presented in **Exhibit 9**].

Motion Carried.

- F. Over 30 years ago the City adopted a policy for presenting longevity service awards to be presented to employees on the anniversary date of employment at 20, 25, 30, 35, and 40 years. The flat rate amounts were included and have not been increased since adoption. Council Member Jarriel requested a discussion on this matter to consider either increasing the amounts or implementing a percentage of the employee salary so that the amounts would increase with costs of living. The policy is found in the Code of Ordinances, Section 2-91, and presented in **Exhibit 10**. **The consensus of the discussion was for staff to present an amendment changing the amounts from a flat rate to a percentage and the costs of making it effective October 1, 2023. The amendment will be presented at a future meeting and will require an ordinance to be adopted to amend the policy.**

- G. The discussion to raise the helicopter in Veterans Memorial Square was removed.

- H. Item Added: Motion by Council Member Chandler, second by Vice Mayor Clark to approve amending the positions on the salary, position, and job title page in the Fiscal Year 2023-24 Budget, a. change Human Resources Director from (1) to (0); b. add Human Resources Generalist (1) with a minimum salary of \$47,991.00 and a midpoint salary of \$60,395.50; c. change Public Works Director from (1) to (0); d. change Lead Operator from (2) to (1); e. change Operations Supervisor (0) to Operations Supervisor II (0); f. add Operations Supervisor I (1) with a minimum salary of \$53,500.00 and a midpoint salary of \$64,925.06; g. add Contracts Manager (1) with a minimum salary of \$55,000.00 and a midpoint salary of \$64,746.57 [as presented in **Exhibit 11**].

Motion Carried.

VIII. CITY ATTORNEY UPDATE

- Noted his support in hiring a Contracts Manager (see previous item), which could lead to future cost savings for the City.
- The Stormwater Ordinance No. 1275 is still pending, awaiting feedback from local engineers.
- Has been working on the Firefighter and Police Officer Pension Funds merger.
- The proposed Smoke-Free ordinance is being finalized to present for first reading soon.
- Working on a wage garnishment order.

IX. CITY ADMINISTRATOR UPDATE

- The final plat mylar is ready for signatures for Park Street Commerce Center.
- Still working on finalizing paperwork for Cattleman's Square grant reimbursement.
- Traveling with Council Member Chandler to Opa-Locka to tour the facilities of Advanced Medical Sanitations, a medical waste facility.

X. COUNCIL COMMENTS

Council Member Chandler stated he had a cold and windy, but safe, trip to North Carolina.

Council Member Jarriel stated he was glad to be back and thanked the Council for recognizing the students.

Administrator Ritter reminded everyone about the funeral services for Public Works Director Allen on Saturday, February 10, 2024. The viewing will begin at 10:00 A.M. with the funeral following at 11:00 A.M., at Buxton-Bass Funeral Home.

XI. ADJOURNMENT

There being no further items of discussion, Mayor Watford adjourned the meeting at 7:38 P.M.

Submitted By:

Lane Gamiotea, CMC, City Clerk

DRAFT

Please take notice and be advised that when a person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, s/he may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. City Clerk media are for the sole purpose of backup for official records of the Clerk.



Okeechobee, FL

Check Report

By Check Number

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: CapVeh Fund-Capital Vehicle Fund Truist Checking						
ICS	ICS Computers Inc.	01/16/2024	Regular	0.00	11,900.00	1980
ICS	ICS Computers Inc.	01/31/2024	Regular	0.00	1,140.80	1981

Bank Code CapVeh Fund Summary				
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	13,040.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	13,040.80

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GenFund-General Fund Checking-Truist Checking						
City Of Okeechobee P	City Of Okeechobee Payroll Account	01/10/2024	EFT	0.00	120,111.72	235
Building Code Admini	Building Code Administrators and	01/16/2024	EFT	0.00	382.08	236
Florida Building Com	Florida Building Commission	01/16/2024	EFT	0.00	287.12	237
1644	PRM - Health Insurance	01/16/2024	EFT	0.00	61,099.43	238
1770	PRM - Life, LTD & STD	01/16/2024	EFT	0.00	1,524.31	239
1770	PRM - Life, LTD & STD	01/16/2024	EFT	0.00	2,505.32	240
467	PRM - Property & Casualty	01/16/2024	EFT	0.00	86,435.00	241
	Void	01/16/2024	EFT	0.00	0.00	242
1645	PRM - Vision & Dental	01/16/2024	EFT	0.00	2,227.83	243
City Of Okeechobee P	City Of Okeechobee Payroll Account	01/24/2024	EFT	0.00	124,189.97	244
City Of Okeechobee P	City Of Okeechobee Payroll Account	01/25/2024	EFT	0.00	2,727.91	245
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	01/10/2024	Regular	0.00	1,722.70	46734
BOA- 9616	Bank of America - 9616 PD#2	01/10/2024	Regular	0.00	4,852.29	46735
	Void	01/10/2024	Regular	0.00	0.00	46736
BOA- 9852 fka 8540	Bank of America - 9852 fka 8540	01/10/2024	Regular	0.00	49.51	46737
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	01/10/2024	Regular	0.00	419.45	46738
Comcast	Comcast	01/10/2024	Regular	0.00	216.30	46739
Verizon	Verizon Wireless	01/10/2024	Regular	0.00	825.95	46740
Verizon	Verizon Wireless	01/10/2024	Regular	0.00	825.99	46741
743	Walmart/Capital One	01/10/2024	Regular	0.00	23.86	46742
AdvanceAuto	Advance Auto Parts	01/16/2024	Regular	0.00	589.78	46743
American Drilling Se	American Drilling Services, Inc.	01/16/2024	Regular	0.00	10.00	46744
Anthonymsmith	Anthony Smith	01/16/2024	Regular	0.00	55.00	46745
2207	Arrigo Dodge	01/16/2024	Regular	0.00	1,966.20	46746
Avenu	Avenu	01/16/2024	Regular	0.00	1,404.46	46747
C&C Industrial Enter	C&C Industrial Enterprise. LLC	01/16/2024	Regular	0.00	42.40	46748
Carl Berlin	Carl Berlin	01/16/2024	Regular	0.00	35.00	46749
Carr, Riggs & Ingram	Carr, Riggs & Ingram, LLC	01/16/2024	Regular	0.00	17,500.00	46750
CAS Governmental Ser	CAS Governmental Services, LLC	01/16/2024	Regular	0.00	1,962.28	46751
City Electric Supply	City Electric Supply	01/16/2024	Regular	0.00	73.75	46752
621	City Of Okeechobee - Petty Cash	01/16/2024	Regular	0.00	63.20	46753
CivicPlus	CivicPlus	01/16/2024	Regular	0.00	275.00	46754
Communications Inter	Communications International, Inc.	01/16/2024	Regular	0.00	176.20	46755
Consolidated	Consolidated Dealer Supplies	01/16/2024	Regular	0.00	141.38	46756
Dawn Hoover	Dawn Hoover	01/16/2024	Regular	0.00	50.00	46757
Day Dreams Uniforms,	Day Dreams Uniforms, Inc.	01/16/2024	Regular	0.00	460.45	46758
Dermatec Direct	Dermatec Direct	01/16/2024	Regular	0.00	295.99	46759
Design & Print	Design & Print Services	01/16/2024	Regular	0.00	75.00	46760
Douglas McCoy	Douglas McCoy	01/16/2024	Regular	0.00	35.00	46761
Eli's Western Wear I	Eli's Western Wear Inc.	01/16/2024	Regular	0.00	125.00	46762
CIT Technology Finan	First-Citizens Bank & Trust Co	01/16/2024	Regular	0.00	996.68	46763
Fitness Factory	Fitness Factory	01/16/2024	Regular	0.00	240.00	46764
Gilbert Oil Company,	Gilbert Oil Company, Inc.	01/16/2024	Regular	0.00	12,065.54	46765
Harris	Harris Corporation	01/16/2024	Regular	0.00	1,728.00	46766
HealthEquity	HealthEquity	01/16/2024	Regular	0.00	587.40	46767
HealthEquity	HealthEquity	01/16/2024	Regular	0.00	10.80	46768
1892	Highland Pest Control	01/16/2024	Regular	0.00	205.00	46769
ICS	ICS Computers Inc.	01/16/2024	Regular	0.00	2,280.85	46770
IMS	IMS	01/16/2024	Regular	0.00	1,119.12	46771
1105	Indian River Crime Laboratory	01/16/2024	Regular	0.00	13,978.50	46772
2254	International Association of Chiefs of P	01/16/2024	Regular	0.00	190.00	46773
James Murray	James Murray	01/16/2024	Regular	0.00	35.00	46774
2174	James Shaw	01/16/2024	Regular	0.00	35.00	46775
JonathanFolbrecht	Jonathan Folbrecht	01/16/2024	Regular	0.00	35.00	46776
1532	Karyne Brass	01/16/2024	Regular	0.00	35.00	46777
1895	Mac L Jonassaint	01/16/2024	Regular	0.00	35.00	46778
2253	MacVicar Consulting, Inc.	01/16/2024	Regular	0.00	250.00	46779
Morris-Depew Associa	Morris-Depew Associates, Inc.	01/16/2024	Regular	0.00	7,158.00	46780
2148	Motorola Solutions, Inc.	01/16/2024	Regular	0.00	2,313.00	46781
2148	Motorola Solutions, Inc.	01/16/2024	Regular	0.00	1,537.19	46782

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2148	Motorola Solutions, Inc.	01/16/2024	Regular	0.00	9,501.32	46783
2212	Nason Yeager Gerson Harris & Fumero P.A.	01/16/2024	Regular	0.00	9,900.00	46784
962	Newmans Power Systems, Inc.	01/16/2024	Regular	0.00	686.85	46785
BOCC	Okeechobee County - BOCC	01/16/2024	Regular	0.00	100.00	46786
314	Okeechobee County Sheriffs Office	01/16/2024	Regular	0.00	21,125.00	46787
1727	Okeechobee Dodge Chrysler Jeep	01/16/2024	Regular	0.00	249.07	46788
222	Okeechobee News c/o Independent Newspape	01/16/2024	Regular	0.00	771.12	46789
OReilly	O'Reilly Auto Parts	01/16/2024	Regular	0.00	14.48	46790
1564	Philip Baughman	01/16/2024	Regular	0.00	35.00	46791
Pye-Barker	Pye Barker Fire & Safety	01/16/2024	Regular	0.00	175.50	46792
Rabon	Rabon's Country Feed	01/16/2024	Regular	0.00	76.16	46793
1155	Safety Products Inc.	01/16/2024	Regular	0.00	349.00	46794
1574	Salem Trust Company	01/16/2024	Regular	0.00	10,762.83	46795
1574	Salem Trust Company	01/16/2024	Regular	0.00	1,261.59	46796
554	Scott's Quality Cleaning	01/16/2024	Regular	0.00	1,932.91	46797
2183	Select Shred	01/16/2024	Regular	0.00	30.00	46798
350	Superior Water Works, Inc.	01/16/2024	Regular	0.00	82.50	46799
Supplyline	Supplyline	01/16/2024	Regular	0.00	94.00	46800
Tire Zone	Tire Zone of Okeechobee, Inc.	01/16/2024	Regular	0.00	2,056.54	46801
1861	TransUnion Risk & Alternative Data	01/16/2024	Regular	0.00	82.50	46802
TCMA	Treasure Coast Medical Associates	01/16/2024	Regular	0.00	2,955.00	46803
1544	UniFirst Corp	01/16/2024	Regular	0.00	438.34	46804
Verizon	Verizon Wireless	01/16/2024	Regular	0.00	375.60	46805
W&W	W&W Lumber Company of Okeechobee	01/16/2024	Regular	0.00	153.11	46806
538	Waste Management Inc. of Florida	01/16/2024	Regular	0.00	51,146.27	46807
WEX	WEX Bank	01/16/2024	Regular	0.00	5,125.26	46808
Faith Simmons	Faith Simmons	01/23/2024	Regular	0.00	13.93	46809
Home Depot	Home Depot Credit Services	01/23/2024	Regular	0.00	309.89	46810
AdvanceAuto	Advance Auto Parts	01/31/2024	Regular	0.00	34.26	46811
AFLAC	American Family Life Assurance Co.	01/31/2024	Regular	0.00	328.28	46812
C&C Industrial Enter	C&C Industrial Enterprise. LLC	01/31/2024	Regular	0.00	158.96	46813
CenturyLink-Fiber	Century Link	01/31/2024	Regular	0.00	1,826.54	46814
CenturyLink-Local	CenturyLink	01/31/2024	Regular	0.00	2,145.64	46815
City Electric Supply	City Electric Supply	01/31/2024	Regular	0.00	106.10	46816
621	City Of Okeechobee - Petty Cash	01/31/2024	Regular	0.00	10.00	46817
Comcast	Comcast	01/31/2024	Regular	0.00	229.51	46818
Cooling Refrigeratio	Cooling Refrigeration Services, Inc.	01/31/2024	Regular	0.00	150.00	46819
Dawn Hoover	Dawn Hoover	01/31/2024	Regular	0.00	50.00	46820
Domer's Inc.	Domer's Inc.	01/31/2024	Regular	0.00	257.08	46821
Douglas McCoy	Douglas McCoy	01/31/2024	Regular	0.00	35.00	46822
Everglades Farm Equi	Everglades Farm Equip. Co., Inc.	01/31/2024	Regular	0.00	460.34	46823
FPL	Florida Power & Light Company	01/31/2024	Regular	0.00	2,567.66	46824
FPL	Florida Power & Light Company	01/31/2024	Regular	0.00	1,745.11	46825
GALLS, LLC	GALLS, LLC	01/31/2024	Regular	0.00	126.96	46826
1892	Highland Pest Control	01/31/2024	Regular	0.00	10.00	46827
James Murray	James Murray	01/31/2024	Regular	0.00	35.00	46828
JonathanFolbrecht	Jonathan Folbrecht	01/31/2024	Regular	0.00	35.00	46829
1532	Karyne Brass	01/31/2024	Regular	0.00	35.00	46830
594	KYOCERA Document Solutions Southeast	01/31/2024	Regular	0.00	942.12	46831
LegalShield	LegalShield	01/31/2024	Regular	0.00	50.85	46832
1895	Mac L Jonassaint	01/31/2024	Regular	0.00	35.00	46833
2055	Northlake Veterinary Hospital	01/31/2024	Regular	0.00	873.72	46834
OUA	Okeechobee Utility Authority	01/31/2024	Regular	0.00	1,147.13	46835
OReilly	O'Reilly Auto Parts	01/31/2024	Regular	0.00	40.78	46836
1564	Philip Baughman	01/31/2024	Regular	0.00	35.00	46837
1914	Quadient Leasing USA Inc.	01/31/2024	Regular	0.00	943.20	46838
2064	Red Ink Printing	01/31/2024	Regular	0.00	72.00	46839
Sirchie	Sirchie Acquisition Company	01/31/2024	Regular	0.00	201.69	46840
St Lucie	St. Lucie Battery & Tire	01/31/2024	Regular	0.00	17.62	46841
Supplyline	Supplyline	01/31/2024	Regular	0.00	224.00	46842
Taylor Rental	Taylor Rental - Okeechobee	01/31/2024	Regular	0.00	325.82	46843

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
570	Tech Source	01/31/2024	Regular	0.00	489.84	46844
Tire Zone	Tire Zone of Okeechobee, Inc.	01/31/2024	Regular	0.00	178.42	46845
T-Mobile	T-Mobile	01/31/2024	Regular	0.00	98.52	46846
414	Treasure Coast Council of Local Gmnt	01/31/2024	Regular	0.00	200.00	46847
TCMA	Treasure Coast Medical Associates	01/31/2024	Regular	0.00	121.50	46848
Verizon	Verizon Wireless	01/31/2024	Regular	0.00	72.14	46849
Verizon	Verizon Wireless	01/31/2024	Regular	0.00	827.20	46850
W&W	W&W Lumber Company of Okeechobee	01/31/2024	Regular	0.00	154.32	46851
Avenu	Avenu	01/31/2024	Regular	0.00	702.23	46852
Evergreen	Evergreen Solutions, LLC	01/31/2024	Regular	0.00	6,105.00	46853
Gilbert Oil Company,	Gilbert Oil Company, Inc.	01/31/2024	Regular	0.00	3,438.21	46854
1866	JC Newell Const. Inspect. Services, Inc.	01/31/2024	Regular	0.00	5,356.00	46855
116	Lehman Auto Body, Inc.	01/31/2024	Regular	0.00	4,905.95	46856
554	Scott's Quality Cleaning	01/31/2024	Regular	0.00	1,721.66	46857
1813	Thompson Reuters	01/31/2024	Regular	0.00	113.76	46858
TCMA	Treasure Coast Medical Associates	01/31/2024	Regular	0.00	177.35	46859

Bank Code GenFund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	185	125	0.00	238,828.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	10	11	0.00	401,490.69
	195	137	0.00	640,319.15

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 302-CDBG Grant Fund Truist Checking						
Johnson-Davis	Johnson-Davis Inc	01/12/2024	Regular	0.00	190,000.00	1415
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	01/31/2024	Regular	0.00	6,883.31	1418

Bank Code Grant Fund 302 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	196,883.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	196,883.31

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 305-Industrial Development Fund						
B & B Site Developme	B & B Site Development	01/16/2024	Regular	0.00	170,856.23	1416
B & B Site Developme	B & B Site Development	01/31/2024	Regular	0.00	86,765.31	1419
CraigSmith	Craig A Smith	01/31/2024	Regular	0.00	9,475.00	1420

Bank Code Grant Fund 305 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	267,096.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	3	0.00	267,096.54

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Grant Fund 307-Appropriations Grant Fund						
CAS Governmental Ser	CAS Governmental Services, LLC	01/16/2024	Regular	0.00	675.00	1417
Kimley-Horn and Asso	Kimley-Horn and Associates, Inc.	01/31/2024	Regular	0.00	3,947.25	1421

Bank Code Grant Fund 307 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	4,622.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	4,622.25

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PubFac Fund-Public Facility Fund-Truist Checking						
BOA- 2709 fka 0257 a	Bank of America - 2709 fka 0257 Admin	01/10/2024	Regular	0.00	363.10	3722
BOA- 9928 fka 2303 P	Bank of America - 9928 fka 2303 PW	01/10/2024	Regular	0.00	1,128.81	3723
Charles Akers Jr	Charles Akers Jr	01/10/2024	Regular	0.00	180.00	3724
ARS	ARS Powersports	01/16/2024	Regular	0.00	11,539.12	3725
City Electric Supply	City Electric Supply	01/16/2024	Regular	0.00	4.65	3726
CW Roberts Contracti	CW Roberts Contracting, Inc.	01/16/2024	Regular	0.00	556.50	3727
Florida Transcor	Florida Transcor	01/16/2024	Regular	0.00	1,075.00	3728
Nunez Lawncare & Lan	Nunez Lawncare & Landscaping Inc	01/16/2024	Regular	0.00	8,333.33	3729
Supplyline	Supplyline	01/16/2024	Regular	0.00	18.10	3730
585	Vest Concrete, Inc.	01/16/2024	Regular	0.00	3,200.00	3731
W&W	W&W Lumber Company of Okeechobee	01/16/2024	Regular	0.00	140.91	3732
FPL	Florida Power & Light Company	01/23/2024	Regular	0.00	5,677.71	3733
Home Depot	Home Depot Credit Services	01/23/2024	Regular	0.00	1,822.40	3734
W&W	W&W Lumber Company of Okeechobee	01/31/2024	Regular	0.00	951.65	3735
CW Roberts Contracti	CW Roberts Contracting, Inc.	01/31/2024	Regular	0.00	624.50	3736

Bank Code PubFac Fund Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	15	0.00	35,615.78
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	17	15	0.00	35,615.78

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	211	149	0.00	756,087.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	10	11	0.00	401,490.69
	221	161	0.00	1,157,577.83

Fund Summary

Fund	Name	Period	Amount
001	GENERAL FUND	1/2024	640,319.15
301	PUBLIC FACILITY FUND	1/2024	35,615.78
302	CDBG FUND	1/2024	196,883.31
304	CAPITAL PROJECTS FUND	1/2024	13,040.80
305	INDUSTRIAL DEVELOPMENT FUND	1/2024	267,096.54
307	APPROPRIATIONS GRANT FUND	1/2024	4,622.25
			1,157,577.83




CITY OF OKEECHOBEE
55 SE THIRD AVENUE
OKEECHOBEE, FL 34974

Phone: (863)763-3372
www.cityofokeechobee.com

Okeechobee City Council
Mayor Dowling R. Watford, Jr.
Vice Mayor Monica Clark
Noel Chandler
Bob Jarriel
David McAuley

MEMORANDUM

TO: Mayor Watford and City Council

FROM: Gary Ritter, City Administrator 

Re: Disposal of Surplus Equipment from Public Works

DATE: February 8, 2024

The Public Works Department is requesting permission to dispose of obsolete and surplus equipment that is no longer needed by the city as follows:

- 1999 John Deere 410E Backhoe Loader
- 2001 Ford F150 ½ ton Truck
- Tractor – New Holland TS100
- 1986 16' Landau Aluminum Boat with Mud Skipper

These items will be sold via auction with InsightAuctioneers.

Date Approved by Council	ASSET #	GRP	FUND	DEPT	TYPE	CLASS	PW #	DESCRIPTION	MODEL NUMBER	VIN NUMBER	ACQUIRED	COST	DISPOSED	PRICE	Picked Up By	Date
	182	2	001	0541	E	1	S-10	JOHN DEERE 410E BACKHOE LOADER 1999	875339	T0410EX875339	4/30/1999	68,880.00				
	65	2	001	0541	V	1	302	2001 FORD F150 1/2 TON TRUCK	F150	2FTRF17WX1CA56382	2/28/2001	14,807.00				
4/5/2022	207	2	001	0541	E	1	S-11	TRACTOR - NEW HOLLAND T5100	B100RI	147423B	8/3/2000	43,104.00				
4/5/2022	183	2	001	0541	VS	1		1986 16' LANDAU ALUMINUM BOAT	FL3310 DH	L8020713H586	3/25/2003	3,000.00			ONE ITEM	
	1039							Mud Skipper for boat (Asset #183)	TW3 Twister	60349	2/28/2018	629.50				

1999 John Deere 410 Backhoe Loader
Serial #T0410EX875339
Asset #182 (PW #S-10)



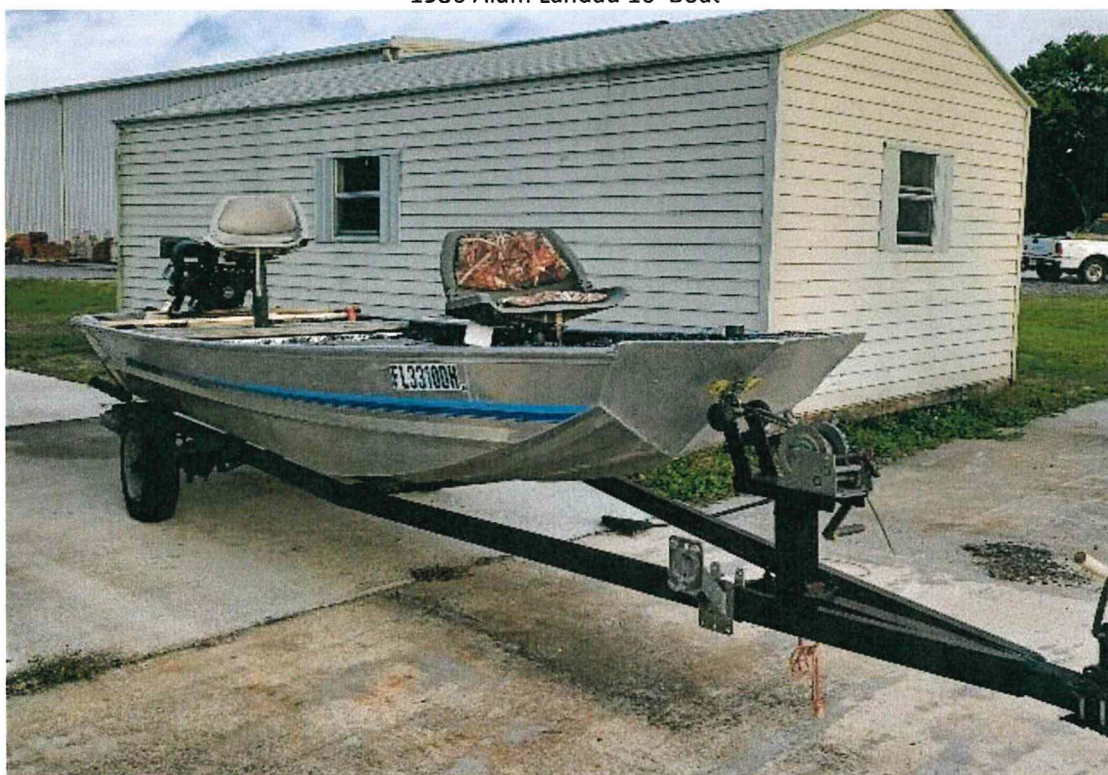
2001 Ford F-150
VIN #2FTRF17WX1CA56382
Asset #65 (PW #302)



New Holland TS 100 Tractor



1986 Alum Landau 16' Boat





City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 01/23/2024

Department requesting item to be sold:

☐ Police ☐ Fire ☒ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: 5115 Asset ID: #182

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: Replaced

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Trailor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☐ Vehicle ☒ Generic: _____

Make/Brand: John Deere **Notes:**

Model: 410E Backhoe Loader

Year: 1999

Serial Number: #T0410EX875339

Current Condition: Fair

Estimated Value at Time of Acquisition: \$ 68,880.00

Estimated Value at Current Date: \$ _____

I hereby request approval to dispose of the above listed item/s via:

☒ insightauction.com Auction Site ☐ Other:

[Signature]
Department Head

1/29/24
Date submitted

Approved this 29 day of Jan 2024 by [Signature]
City Administrator



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 01/23/2024

Department requesting item to be sold:

☐ Police ☐ Fire ☒ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: 016572 Asset ID: #65

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: Replaced

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Trailer ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☒ Vehicle ☐ Generic: _____

Make/Brand: FORD Notes:

Model: F-150 Truck

Year: 2001

Serial Number: 2FTRF17WX1CA56382

Current Condition: Fair

Estimated Value at Time of Acquisition: \$ 14,807.00

Estimated Value at Current Date: \$ _____

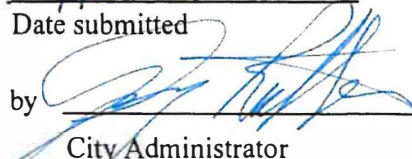
I hereby request approval to dispose of the above listed item/s via:

☒ insightauction.com Auction Site ☐ Other:



Department Head

1/29/24
Date submitted

Approved this 29 day of Jan 2024 by 
City Administrator



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 02/08/2024

Department requesting item to be sold:

☐ Police ☐ Fire ☒ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: 207 Asset ID: #5116

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☒ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☐ Vehicle ☐ Generic: _____

Make/Brand: New Holland TS100 Notes: _____

Model: B100R1 Alamo Ind.

Year: 07/14/2000

Serial Number: #147428B


Current Condition: Poor

Estimated Value at Time of Acquisition: \$ 43,103.70

Estimated Value at Current Date: \$ _____


I hereby request approval to dispose of the above listed item/s via:

☒ insightauction.com Auction Site ☐ Other: _____



Department Head

2/8/2024

Date submitted


City Administrator

Approved this 5th day of February 2024 by _____



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 01/22/2024

Department requesting item to be sold:

☐ Police ☐ Fire ☒ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: 00635/1039 Asset ID: #183

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: No Longer Needed

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Trailer ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☒ Marine / Boat ☐ Office Equipment ☐ Tractor
☐ Vehicle ☐ Generic: _____

Make/Brand: Landau Boat/Mud Skipper **Notes:**

Model: 16ft. Alumn Boat/Trailer

Year: 1986 FL # FL3310DH

Serial Number: LBO20713H586

Current Condition: Fair

Estimated Value at Time of Acquisition: \$ 2,200.00

Estimated Value at Current Date: \$ _____

I hereby request approval to dispose of the above listed item/s via:

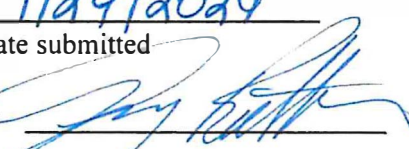
☒ insightauction.com Auction Site ☐ Other: _____



Department Head

1/29/2024

Date submitted

Approved this 29 day of Jan 2024 by 

City Administrator



OKEECHOBEE CITY POLICE DEPARTMENT

From: Lt. Belen Reyna
To: Administrator Gary Ritter
CC: Chief Donald Hagan and India Riedel

RE: Patrol cars to be sold

The City Police Department is requesting that 7 patrol cars to be sold at GovDeals.com. instead of with Insight Auctioneers.

These cars were approved to be sold to Insight Auctioneers on the February 6, 2024 City Council meeting. Unfortunately, after speaking to Sean Garner from Insight Auctioneers, we were told that the City would never get the \$17,500 to \$18,000 we were hoping to get for the sale of these vehicles at their auction. Mr. Garner stated that all the Police Cars that they sell typically go for \$3,000 to \$5,000.

With this information we will send vehicles 1 and 8 to Insight Auctioneers and the remaining vehicles will be listed on GovDeals.

Patrol cars:

1. **YR: 2011 Dodge Charger*Engine 3.6 V6*VIN: 2B3CL1CG6BH550581*MILEAGE: 92685**
(POOR CONDITION, MOTOR RUNS ROUGH, NO LIGHTBAR, NO CENTER CONSOLE, INTERIOR FAIR)
2. **YR: 2012 Dodge Charger*Engine 3.6 V6*VIN: 2C3CDXAG7DH594324*MILEAGE: 66598**
(GOOD CONDITION, RUNS GOOD, CENTER CONSOLE, WHEELS SIREN BOX, INTERIOR GOOD, INTERIOR RED AND BLUE LIGHTS)
3. **YR: 2018 Dodge Charger*Engine 3.6 V6*VIN: 2C3CDXAG1KH564331*MILEAGE: 65178**
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, WHEELS LIGHT BAR, CENTER CONSOLE, WHEELS SIREN BOX, PARTITION CAGE, COMPUTER STAND)
4. **YR: 2018 Dodge Charger*Engine 3.6 V6*VIN: 2C3CDXAG4KH564324*MILEAGE: 57082**
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE)
5. **YR: 2018 Dodge Charger*Engine 3.6 V6*VIN: 2C3CDXAG6JH230469*MILEAGE: 51760**
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE)

6. **YR: 2018 Dodge Charger*Engine 3.6 V6*VIN: 2C3CDXAG5KH564333*MILEAGE: 48937**
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE, COMPUTER STAND)
7. **YR: 2018 Dodge Charger*Engine 3.6 V6*VIN: 2C3CDXAGXKH564330*MILEAGE: 42081**
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE, COMPUTER STAND)
8. **YR: 2016 Dodge Charger*Engine 3.6 V6*VIN: 2C3CDXAG4HH536922*MILEAGE: 92918**
(POOR CONDITION, RUNS GOOD, INTERIOR POOR, K9 KENNEL, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, COMPUTER STAND)
9. **YR: 2018 Dodge Charger*Engine 3.6 V6*VIN: 2C3CDXAG1KH564328*MILEAGE: 47829**
(GOOD CONDITION, RUNS GOOD, INTERIOR GOOD, CENTER CONSOLE, WHEELS LIGHT BAR, WHEELS SIREN BOX, PARTITION CAGE, COMPUTER STAND)



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 2/8/2024

Department requesting item to be sold:

☐ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: _____ Asset ID: 1124

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☒ Vehicle ☐ Generic: _____

Make/Brand: Dodge **Notes:**
Model: Charger mileage: 47829
Year: 2019
Serial Number: 2C3CDXAG1KH564328


Current Condition: Good

Estimated Value at Time of Acquisition: \$ 25778.12

Estimated Value at Current Date: \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☒ GovDeals.com Auction Site ☐ Other: _____

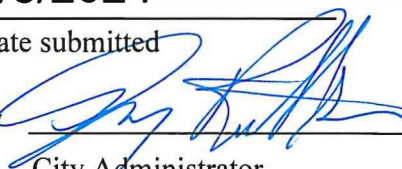


Department Head

Approved this 8th day of February 2024

2/8/2024

Date submitted



City Administrator



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 2/8/2024

Department requesting item to be sold:

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: _____ Asset ID: 1122

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☒ Vehicle ☐ Generic: _____

Make/Brand: Dodge

Notes:

Model: Charger

Mileage: 68178

Year: 2019

Serial Number: 2C3CDXAG1KH564331

Current Condition: Good

Estimated Value at Time of Acquisition: \$ 25778.12

Estimated Value at Current Date: \$ 17000.00

I hereby request approval to dispose of the above listed item/s via:

☒ GovDeals.com Auction Site ☐ Other: _____



Department Head

2/8/2024

Date submitted

Approved this 8th day of February 2024

by


City Administrator



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 2/8/2024

Department requesting item to be sold:

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: _____ Asset ID: 1128

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☒ Vehicle ☐ Generic: _____

Make/Brand: Dodge

Notes:

Model: Charger

mileage: 57082

Year: 2019

Serial Number: 2C3CDXAG4KH564324

Current Condition: Good

Estimated Value at Time of Acquisition: \$ 25778.12

Estimated Value at Current Date: \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☒ GovDeals.com Auction Site ☐ Other: _____




Department Head

2/8/2024

Date submitted

Approved this 8th day of February 2024



City Administrator



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 2/8/2024

Department requesting item to be sold:

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: _____ Asset ID: 1121

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☒ Vehicle ☐ Generic: _____

Make/Brand: Dodge **Notes:**
Model: Charger mileage: 48937
Year: 2019
Serial Number: 2C3CDXAG5KH564333

Current Condition: Good

Estimated Value at Time of Acquisition: \$ 25778.12

Estimated Value at Current Date: \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

☒ GovDeals.com Auction Site ☐ Other: _____



Department Head

2/8/2024

Date submitted

Approved this 8th day of February 2024

by 

City Administrator



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 2/8/2024

Department requesting item to be sold:

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: _____ Asset ID: 1001

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☒ Vehicle ☐ Generic: _____

Make/Brand: Dodge **Notes:**
Model: Charger mileage: 51760
Year: 2018
Serial Number: 2C3CDXAG6JH230469

Current Condition: Good

Estimated Value at Time of Acquisition: \$ 24425.55

Estimated Value at Current Date: \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

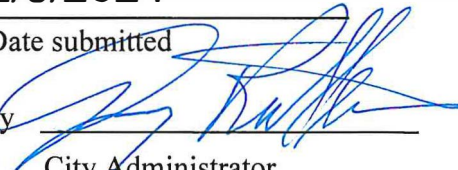
☒ GovDeals.com Auction Site ☐ Other: _____



Department Head

2/8/2024

Date submitted

Approved this 8th day of February 2024 by 

City Administrator



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 2/8/2024

Department requesting item to be sold:

☐ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: _____ Asset ID: 723

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☒ Vehicle ☐ Generic: _____

Make/Brand: Dodge

Notes:

Model: Charger

Mileage: 66598

Year: 2013

Serial Number: 2C3CDXAG7DH594324


Current Condition: Good

Estimated Value at Time of Acquisition: \$ 24264.55

Estimated Value at Current Date: \$ 17000.00

I hereby request approval to dispose of the above listed item/s via:

☒ GovDeals.com Auction Site ☐ Other: _____



Department Head

2/8/2024

Date submitted

Approved this 8th day of February 2024

by



City Administrator



City of Okeechobee

PROPERTY DISPOSAL REQUEST FORM

Date: 2/8/2024

Department requesting item to be sold:

☒ Police ☐ Fire ☐ Public Works ☐ General Services ☐ Admin ☐ Clerk ☐ Finance

Property ID: _____ Asset ID: 1129

Reason for Disposal:

☒ Surplus ☐ Damaged ☐ Other: _____

Brief description of item: *(Please be sure to fill out the corresponding form)*

☐ Building / Tractor ☐ Bus ☐ Fire Apparatus ☐ Heavy Equipment
☐ Heavy Truck ☐ Marine / Boat ☐ Office Equipment ☐ Tractor
☒ Vehicle ☐ Generic: _____

Make/Brand: Dodge **Notes:**
Model: Charger mileage: 42081
Year: 2019
Serial Number: 2C3CDXAGXKH564330

Current Condition: Good

Estimated Value at Time of Acquisition: \$ 25778.11

Estimated Value at Current Date: \$ 18500.00

I hereby request approval to dispose of the above listed item/s via:

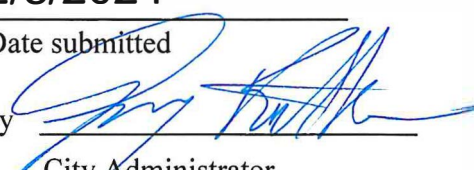
☒ GovDeals.com Auction Site ☐ Other: _____



Department Head

2/8/2024

Date submitted

Approved this 8th day of February 2024 by 
City Administrator

ORDINANCE NO. 1283

AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM CENTRAL BUSINESS DISTRICT (CBD) TO HEAVY COMMERCIAL (CHV) PETITION NO. 23-002-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Okeechobee, Florida (hereafter “City”) has adopted Ordinance No. 402 in which a revised Official Zoning Map was adopted for the City; and

WHEREAS, Jay Patel, on behalf of Jitendra Living Trust, has heretofore filed Petition No. 23-002-R, pursuant to the Land Development Regulations of the City for the purpose of rezoning a certain tract of land consisting of approximately 0.65 acres from CBD to CHV; and

WHEREAS, said Petition was reviewed by the City's Planning Consultant who determined, based on initial findings and review, that such Petition is consistent with the City's Comprehensive Plan; and

WHEREAS, said Petition being reviewed by the City's Planning Board at a duly advertised Public Hearing held on December 21, 2023, determined that such Petition is consistent with the Comprehensive Plan; and

WHEREAS, the City Council agreed with the recommendation of the Planning Board and hereby finds Rezoning Petition No. 23-002-R to be consistent with the City's Comprehensive Plan and deems it in the best interest of the inhabitants of the City to amend aforesaid revised Zoning Map as hereinafter set forth.

NOW, THEREFORE, be it ordained before the City Council of the City; presented at a duly advertised public meeting; and passed by majority vote of the City Council; and properly executed by the Mayor or designee, as Chief Presiding Officer for the City; that:

SECTION 1: RECITALS ADOPTED.

The foregoing “whereas” clauses are incorporated herein as legislative findings by this reference and made a part hereof for all intents and purposes.

SECTION 2: LEGAL DESCRIPTION.

The following described land consisting of approximately 0.65 acres, as the Subject Property, located in the City, to-wit:

BEGINNING AT THE INTERSECTION OF THE EAST (E) SIDE OF PARROTT AVENUE (AVE) WITH THE SOUTH (S) SIDE OF 7TH STREET (ST) [N/K/A SOUTHEAST (SE) 2ND ST], ACCORDING TO THE MAP OF THE TOWN OF OKEECHOBEE AS RECORDED IN PLAT BOOK (PB) 2, PAGE (PG) 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (FL), AND RE-RECORDED IN PB 5, PG 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FL, AND RUN S ALONG THE E LINE OF PARROTT AVE 95-FEET (FT); THENCE E PARALLELING 7TH ST [N/K/A SE 2ND ST] 142.5-FT; THENCE NORTH (N) PARALLELING PARROTT AVE 95-FT TO 7TH ST [N/K/A SE 2ND ST]; THENCE WEST (W) ALONG THE S LINE OF 7TH ST [N/K/A SE 2ND ST] 142.5-FT TO THE POINT OF BEGINNING (POB); together with

BEGINNING AT A POINT WHERE THE S BOUNDARY OF 7TH ST [N/K/A SE 2ND ST] INTERSECTS THE W BOUNDARY OF TALLAHASSEE ST [N/K/A SE 2ND AVE] AND RUN S ALONG THE W BOUNDARY OF TALLAHASSEE ST [N/K/A SE 2ND AVE] A DISTANCE OF 95-FT TO A POINT; THENCE W AND PARALLEL TO 7TH ST [N/K/A SE 2ND ST] A DISTANCE OF 142.5-FT TO A POINT; THENCE N PARALLEL TO TALLAHASSEE ST [N/K/A SE 2ND AVE], A DISTANCE OF 95-FT TO THE S BOUNDARY OF 7TH ST [N/K/A SE 2ND ST]; THENCE E ALONG THE S BOUNDARY OF 7TH ST [N/K/A SE 2ND ST], A DISTANCE OF 142.5-FT TO THE POB.

LYING AND BEING A PART OF SECTION 21, TOWNSHIP 37 S, RANGE 35 E, ACCORDING TO THE PLAT THEREOF RECORDED IN PB 2, PG 26, PUBLIC

RECORDS OF ST. LUCIE COUNTY, FL, AND RE-RECORDED IN PB 5, PG 5, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FL AND FIRST ADDITION TO OKEECHOBEE, AS RECORDED IN PB 2, PG 26 PUBLIC RECORDS OF ST. LUCIE COUNTY, FL AND RE-RECORDED IN PB 1, PG 11, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FL; together with
THAT PORTION OF THE 15.00-FT ALLEY LYING BETWEEN THE ABOVE-DESCRIBED PARCELS [per City Ordinance No. 550, adopted August 6, 1985].

SECTION 3: ZONING MAP AMENDMENT.
That the aforesaid Revised Zoning Map of the City be amended to reflect the subject property to be changed from CBD to CHV.

SECTION 4: CONFLICT.
All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: SEVERABILITY.
If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 6: EFFECTIVE DATE.
This Ordinance shall become effective immediately after its adoption by the City.

INTRODUCED for First Reading and set for Final Public Hearing on this **16th** day of **January 2024**.
Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R. Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

PASSED AND ADOPTED after Second and Final Public Hearing this **20th** day of **February 2024**. Roll Call Vote:

	Yes	No	Abstained	Absent
Council Member Chandler:				
Council Member/Vice Mayor Clark:				
Council Member Jarriel:				
Council Member McAuley:				
Mayor Watford:				

Dowling R Watford Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney
Nason Yeager Gerson Harris & Fumero, P.A.



CITY OF OKEECHOBEE, FLORIDA
JANUARY 16, 2024, REGULAR CITY COUNCIL MEETING
MEETING MINUTES

I. CALL TO ORDER

Mayor Watford called the regular meeting of the City Council for the City of Okeechobee to order on January 16, 2024, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) 3rd Avenue (AVE), Room 200, Okeechobee, Florida. The invocation was offered by Pastor Don Hanna, First United Methodist Church; followed by the Pledge of Allegiance led by Mayor Watford.

II. ATTENDANCE

City Clerk Lane Gamiotea called the roll. Members present to establish a quorum: Mayor Dowling R. Watford, Jr., Vice Mayor Monica M. Clark, and Council Members Noel A. Chandler, and David R. McAuley. Council Member Robert "Bob" Jarriel was absent with consent.

III. AGENDA AND PUBLIC COMMENTS

A. There were no requests for items to be added, deferred, or withdrawn from the agenda. However, the motion provided for New Business Item "C." was modified due to not receiving a written response from the bidder.

B. Motion and second by Council Members Chandler and McAuley to approve the agenda as published.
Motion Carried.

C. There were no comment cards submitted for public participation for issues not on the agenda.

IV. CONSENT AGENDA

Motion by Council Member Chandler, second by Vice Mayor Clark to:

A. Dispense with the reading and approve the Minutes for January 2, 2024, [as presented in **Exhibit 1**]; and

B. Approve the December 2023 Warrant Register [in the amounts: General Fund, \$477,220.53; Public Facilities Improvement Fund, \$43,555.33; Community Development Block Grant Fund, \$10,324.97; Industrial Development Grant Fund, \$7,725.00; Capital Improvement Projects Fund, \$3,757.49; and Appropriations Grant Fund, \$675.00; as presented in **Exhibit 2**].

Motion Carried.

V. NEW BUSINESS

A. Motion by Vice Mayor Clark, second by Council Member McAuley to read by title only, proposed Ordinance No. 1283, regarding Rezoning Petition No. 23-002-R submitted by Jay Patel on behalf of the property owner, Jitendra Living Trust, to rezone 0.65+/- acres located at 201 South (S) Parrott AVE, from Central Business District (CBD) to Heavy Commercial (CHV) for the purpose of expanding the existing Budget Inn Motel [as presented in **Exhibit 3**].

Motion Carried.

City Attorney John Fumero read into the record the title of proposed Ordinance No. 1283 as follows: "**AN ORDINANCE OF THE CITY OF OKEECHOBEE, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OKEECHOBEE BY REZONING A CERTAIN TRACT OF LAND MORE PARTICULARLY DESCRIBED HEREIN, FROM CBD TO CHV PETITION NO. 23-002-R; AMENDING THE ZONING MAP ACCORDINGLY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**"

Motion by Vice Mayor Clark, second by Council Member McAuley to approve the first reading and set February 20, 2024, as the final Public Hearing date for proposed Ordinance No. 1283. Planner Ben Smith, of Morris-Depew Associates, Inc., 2914 Cleveland AVE, Fort Myers, FL 33901, attending electronically via Zoom, presented the Planning Staff Report which finds the request is reasonably compatible with adjacent uses, even with the non-conforming use and structure; and is consistent with the Comprehensive Plan. Planning Staff and Planning Board recommend approval. Mayor Watford advised the applicant's representative to convey the complexity of correcting the non-conforming issues, especially the existing structures and parking, before the Technical Review Committee could approve any expansion of the motel. **Roll Call Vote: Chandler-Yea, Clark-Yea, Jarriel-Absent, McAuley-Yea, Watford-Yea.**

Motion Carried.



CITY OF OKEECHOBEE, FLORIDA
PLANNING BOARD MEETING
DECEMBER 21, 2023
DRAFT SUMMARY OF BOARD ACTION

I. CALL TO ORDER

Chairperson Hoover called the regular meeting of the Planning Board for the City of Okeechobee to order on Thursday, December 21, 2023, at 6:00 P.M. in the City Council Chambers, located at 55 Southeast (SE) Third Avenue, Room 200, Okeechobee, Florida, followed by the Pledge of Allegiance.

II. ATTENDANCE

Roll was taken by General Services Secretary Keli Trimnal. Chairperson Dawn Hoover, Vice Chairperson Doug McCoy, Board Members Phil Baughman, Carl Berlin, Jr., Karyne Brass, Mac Jonassaint, Jim Shaw, and Alternate Board Members Jon Folbrecht and James Dean Murray were present.

III. AGENDA

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Member Jonassaint, seconded by Member Baughman to approve the agenda as presented. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation.

IV. MINUTES

- A. Motion by Vice Chairperson McCoy, seconded by Member Baughman to dispense with the reading and approve the October 19, 2023, Regular Meeting minutes. **Motion Carried Unanimously.**

V. CHAIRPERSON HOOVER OPENED THE QUASI-JUDICIAL PUBLIC HEARING AT 6:03 P.M.

- A. Rezoning Petition No. 23-002-R, requests to rezone 0.65± acres from Central Business District (CBD) to Heavy Commercial (CHV), located at 201 South Parrott Avenue, for the purpose of expanding the existing Budget Inn motel.
 - 1. Notary Public Keli Trimnal administered an oath to Mr. Steve Dobbs, 209 Northeast 2nd Street, Okeechobee, FL, and Mr. Ben Smith, Morris-Depew Associates, Inc., 2914 Cleveland Avenue, Fort Myers, FL, who responded affirmatively.
 - 2. City Planning Consultant Smith briefly reviewed the Planning Staff Report finding the requested rezoning from CBD to CHV for the subject property to be consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and consistent with the pattern of land use, therefore recommending approval.
 - 3. Mr. Dobbs, Engineer, for Mr. Jay Patel, Trustee, on behalf of the Property Owner, Jitendra Living Trust, was present and available for questions. Member Brass asked Planning Consultant Smith whether patron parking was legal in the setbacks next to the road. He explained this proposed request is not about setbacks, it is about whether it is consistent with the criteria that the City has for Rezoning, and an analysis of that criteria has been provided. Member Brass lastly asked whether the CHV Zoning District was more restrictive to setbacks and Planning Consultant Smith responded yes.
 - 4. No Ex-Parte disclosures were offered.
 - 5. Motion by Member Baughman, seconded by Member Jonassaint to recommend approval to the City Council for Rezoning Petition No. 23-002-R as presented in [Exhibit 1, which includes the findings as required for granting Petitions per Code Section 70-340; and the Planning Consultant's analysis of the findings and recommendation for approval]. **Motion Carried Unanimously.** The recommendation will be forwarded to the City Council for consideration at Public Hearings tentatively scheduled for January 16, 2024, and February 20, 2024.

CHAIRPERSON HOOVER CLOSED THE QUASI-JUDICIAL PUBLIC HEARING AT 6:19 P.M.

23-002-R

Rezoning Request Staff Report



Applicant | Jay Patel
Site Address | 201 S Parrott Ave, Okeechobee, FL 34974



Prepared for The City of Okeechobee

General Information

Owner: Jitendra Living Trust

Applicant: Jay Patel

Primary Contact: Steve Dobbs or Jennifer Busbin (863-824-7644)

Site Address: 201 S Parrott Ave, Okeechobee, FL 34974

Parcel Identification: 3-15-37-35-0010-01720-0010

Note: For the legal description of the project or other information relating this application, please refer to the application submittal package which is available by request at City Hall and is posted on the City's website prior to the advertised public meeting at: <https://www.cityofokeechobee.com/agendas.html>

Future Land Use, Zoning, and Existing Use of Subject Property(s)

Parcel #1:	Existing	Proposed
Future Land Use	Commercial	Commercial
Zoning	Central Business District	Heavy Commercial
Use of Property	Motel	Motel
Acreage	+/- .654	+/- .654

Future Land Use, Zoning, and Existing Use of Surrounding Properties

	Future Land Use	Zoning	Existing Use
North	Commercial	Light Commercial (CLT)	Pawn Shop
East	Commercial	Central Business District (CBD)	Professional Offices
South	Commercial	Central Business District (CBD)	Auto Parts Store
West	Commercial	Central Business District (CBD)	Commercial Vacant Building

Description of Request and Existing Conditions

The applicant is requesting to rezone the subject parcel from Central Business District to Heavy Commercial. The subject parcel is 0.654-acres with an existing Motel. The motel use is not listed as a permitted use in the CBD district and therefore is an existing nonconforming use. The applicant has stated their ultimate intent is to expand the motel use to add another motel room, though no site plan application has been submitted for that development program at this time. Motels are listed as a permitted use in the CHV district and expansion of the hotel would be permitted upon approval of this

request, subject to submittal of a site plan which meets the standards of the Comprehensive Plan and the Land Development Code, specifically those that pertain to the Heavy Commercial district and the nonconforming structure provisions of Chapter 90, Article II.

Notwithstanding the applicant's stated intentions, there are differences between the CBD and CHV districts that could affect future redevelopment of the subject property if this request is approved. The CHV generally allows for a greater number of permitted and special exception uses, though it requires more restrictive setbacks and lot coverage.

Every permitted use in the CBD district is also permitted in the CHV district, though there are a number of uses permitted in CHV district that are not permitted in the CBD district as follows:

- Funeral home
- Hotel, motel
- Taxidermist
- Pet grooming
- Convenience store
- Indoor auction house
- Pawnshop

Every use allowed by special exception in the CBD district is also allowed by special exception in the CHV district (except pawnshops, which are listed permitted in CHV), though there are a number of uses allowed by special exception in CHV district that are not allowed by special exception in the CBD district as follows:

- Wholesale, warehouse not including bulk storage of flammable liquids
- Enclosed warehouse and storage
- Outdoor sales and storage, building trades contractor
- Flea market
- Commercial outdoor recreation
- Veterinary service
- Crematory
- Recreational vehicle park, for transient recreation use
- Hospitals, which means in patient hospital care
- Adult family care homes, assisted living facilities as defined in F.S. § 429.02(5)
- Nursing homes
- Alcohol and drug rehabilitation center/detox center
- Convenience store with fuel pumps
- Retail pool supplies and equipment (including storage of chemicals for use and/or retail sale)
- Water treatment services (including storage of chemicals for use and/or retail sale)
- Pest control (including storage of chemicals for use and/or retail sale)

The CBD district allows for development with zero setbacks, whereas the CHV district requires at least a 20 foot front setback, 8 foot side setbacks, and 10 foot rear setback.

The CBD district allows for development with 85% lot coverage, whereas the CHV district allows for development with 50% lot coverage.

Consistency with LDC Section 70-340

City LDC Section 70-340 requires that applicants for rezoning requests must address the following standards.

1) The request is not contrary to comprehensive plan requirements

Applicant Response: The proposed change in zoning from CBD to Heavy Commercial is not contrary to the Comprehensive Plan

Staff Response: Per Policy 2.1(e) of the City of Okeechobee Comprehensive Plan, Heavy Commercial is an appropriate district within the proposed Future Land Use.

2) The use is specifically authorized under the zoning district regulations applied for.

Applicant Response: Yes, the expansion of the established Motel is a permitted use under the Heavy Commercial zoning district.

Staff Response: The motel use is specifically authorized as a permitted use in the CHV district per LDC 90-282(7).

3) Approval of the request will not have an adverse effect on the public interest

Applicant Response: The proposed use will not have an adverse effect on the public.

Staff Response: Approval of this request will allow for uses to be developed on the subject property consistent with the CHV zoning district. As listed above, there are a number of additional uses that will be permitted and allowed by special exception if this request is approved. However, the abutting properties are all zoned commercial, developed with existing commercial uses, which should not be adversely affected by approval of this request. Heavy commercial zoning is prevalent along SR 441 and is generally desired by the City in order to provide a range of commercial uses along this commercial corridor.

4) The use is appropriate for the location proposed, is reasonably compatible with adjacent uses, and is not contrary or detrimental to urbanizing land use patterns

Applicant Response: The proposed use is appropriate for the location and is an expansion for the established business.

Staff Response: The current use of the property is a motel, which is not a permitted use or a use allowed by special exception in the CBD district, though it is a permitted use in the CHV district. The motel use has existed on this site for many years adjacent to the neighboring uses. Hotels and motels are a common use along the City's commercial corridors and are not contrary or detrimental to urbanizing land use patterns.

5) Approval of the request will not adversely affect property values or living conditions, nor be a deterrent to the improvement or development of adjacent properties

Applicant Response: The proposed use will not adversely affect the property values or be a deterrent to adjacent properties.

Staff Response: There is no reason to suspect that rezoning the subject property from Central Business District to Heavy Commercial will have any adverse impacts on property values or living conditions or be a deterrent to the improvement or redevelopment of adjacent properties.

- 6) *The use can be suitable buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood*

Applicant Response: The proposed use will meet all required setbacks and will have little to no impact on surrounding neighbors.

Staff Response: Expansion of the existing motel use or redevelopment of a new use will be subject to all Land Development Code required buffers within the Heavy Commercial zoning district. Additionally, no nuisances or hazards are expected to the surrounding commercial properties as a result of this rezoning.

- 7) *Approval of the request will not create a density pattern that would overburden public facilities such as schools, streets, and utility services*

Applicant Response: The proposed use will not create a density pattern that will overburden any public facilities.

Staff Response: Only one residential dwelling unit per commercial building can be allowed as a special exception use in both the CBD and CHV district, which would have a de minimis impact on public facilities.

- 8) *Approval of the request will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety*

Applicant Response: The proposed use will address all traffic and drainage concerns during site plan review. The expansion of the established use will not affect public safety.

Staff Response: The applicant has submitted a Traffic Impact Statement, affirming that the proposed change in zoning will not result in an increase in the number of trips, as the potential maximum trip generation of this property is not increased by this rezoning. The applicant states that the highest trip-generating use permitted under both existing and proposed zoning classifications is a medical dental office. Water management issues will be considered at time of site plan approval.

- 9) *The use has not been inordinately burdened by unnecessary restrictions*

Applicant Response: The proposed use has not been inordinately burdened by unnecessary restrictions.

Staff Response: Agreed.

Conclusion

Based on the materials provided by the applicant and the above analysis, we find that this request to rezone the subject property from CBD to CHV is consistent with the City's Comprehensive Plan, reasonably compatible with adjacent uses, and is consistent with the surrounding pattern of land use. Therefore, we recommend approval of the Applicant's request.

Submitted by:



Ben Smith, AICP

Director of Planning

December 11, 2023

Okeechobee Planning Board Hearing: December 21, 2023

Okeechobee City Council Public Hearings (tentative): January 16, 2024 and February 20, 2024.

Supplemental Exhibits

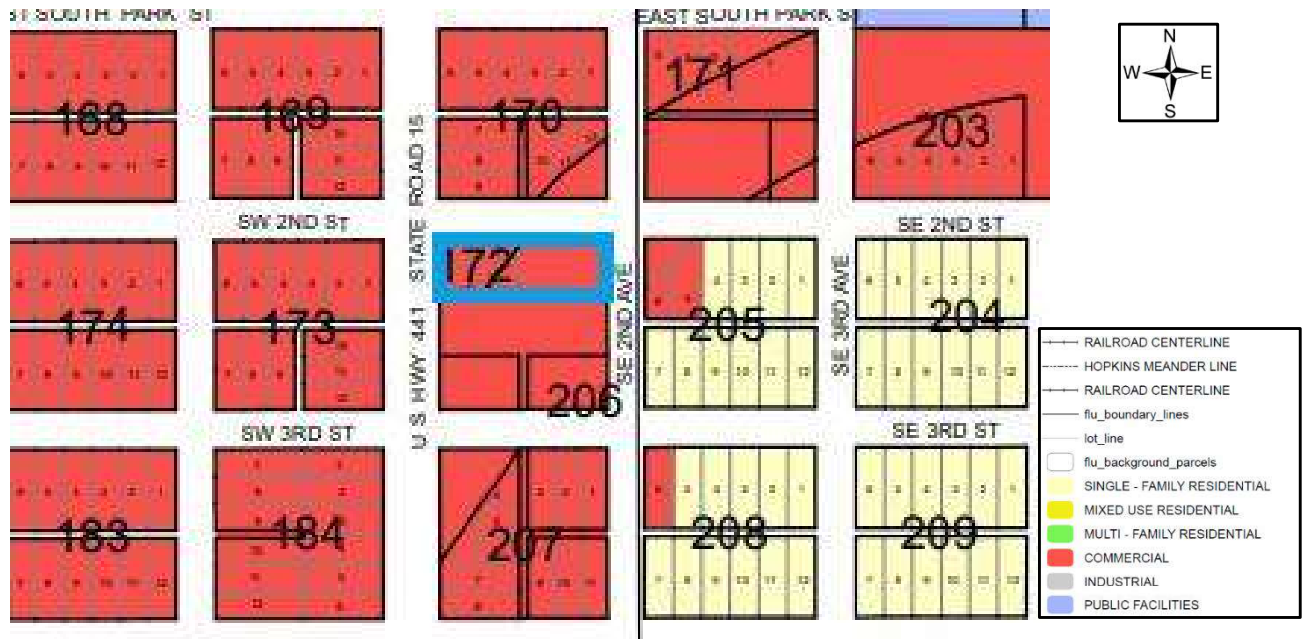
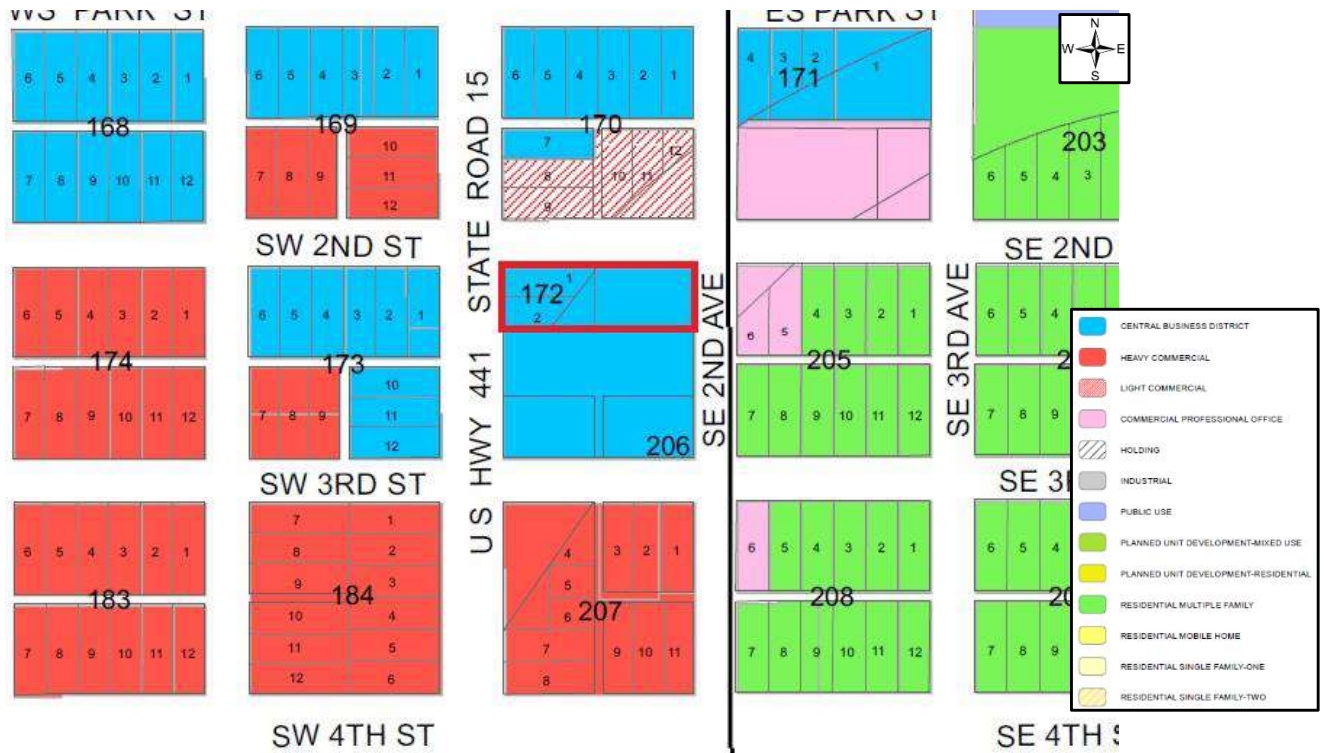




Exhibit C: Existing Land Uses

City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974-2903 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686		Date: <u>10-24-2023</u>	Petition No. <u>23-003-R</u>
		Fee Paid: <u>10-24-2023</u>	Jurisdiction: <u>PB+CC</u>
		1 st Hearing: <u>12-21-23</u>	2 nd Hearing: <u>1-16-24+2-20-24</u>
		Publication Dates:	
		Notices Mailed: <u>12/10</u>	
Rezone, Special Exception and Variance APPLICANT INFORMATION			
1	Name of property owner(s): Jitendra Living Trust		
2	Owner mailing address: 201 S Parrott Ave Okeechobee FL 34974		
3	Name of applicant(s) if other than owner Jay Patel		
4	Applicant mailing address: 201 S Parrott Ave Okeechobee FL 34974		
	E-mail address: karmahotels@hotmail.com		
5	Name of contact person (state relationship): Steve Dobbs or Jennifer Busbin Engineering Firm		
6	Contact person daytime phone(s): 863-824-7644		
PROPERTY INFORMATION			
7	Property address/directions to property: 201 S Parrott Ave - SE Corner of Hwy 441 and SE 2nd Street		
8	Describe current use of property: Motel		
9	Describe improvements on property (number/type buildings, dwelling units, occupied or vacant, etc.) 10,478 sq ft Motel Source of potable water: OUA Method of sewage disposal: OUA		
10	Approx. acreage: 0.654 Acres Is property in a platted subdivision? No <u>Yes City of Okeechobee</u>		
11	Is there a use on the property that is or was in violation of a city or county ordinance? If so, describe: No		
12	Is a pending sale of the property subject to this application being granted? No		
13	Describe uses on adjoining property to the North: North: Commercial, Pawn Shop East: Commercial, Professional Office South: Commercial, Auto Parts Store West: Commercial, Vacant Building		
14	Existing zoning: CBD Future Land Use classification: Commercial		
15	Have there been any prior rezoning, special exception, variance, or site plan approvals on the property? (<u>X</u>) No () Yes. If yes provide date, petition number and nature of approval.		
16	Request is for: (<u>X</u>) Rezone () Special Exception () Variance		
17	Parcel Identification Number: 3-15-37-35-0010-01720-0010		

REQUIRED ATTACHMENTS	
18	Applicant's statement of interest in property: Property owner
19	Non-refundable application fee: Rezoning: \$850 plus \$30/acre; Special Exception: \$500 plus \$30/acre; Variance: \$500 Note: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges B When the cost for advertising publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the city on the application, the applicant shall pay the actual costs.
20	Last recorded warranty deed: Attached
21	Notarized letter of consent from property owner (if applicant is different from property owner)
22	Three (3) CERTIFIED BOUNDARY surveys of the property (one no larger than 11x17; scale not less than one inch to 20 feet; North point) containing: a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
23	List of surrounding property owners with addresses and location sketch of the subject property. See the Information Request Form from the Okeechobee Property Appraiser's Office (attached)
24	Affidavit attesting to completeness and correctness of the list (attached)
25	Completed specific application and checklist sheet for each request checked in line 15

Confirmation of Information Accuracy

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the denial of this application.

Signature

Printed Name

Date



JAY PATEL

10/23/23

For questions relating to this application packet, call General Services Dept. at (863)-763-3372, Ext. 9820

ADDITIONAL INFORMATION REQUIRED FOR A REZONING	
A	Current zoning classification: CBD Requested zoning classification Heavy Commercial
B	Describe the desired permitted use and intended nature of activities and development of the property? Expansion of established Motel
C	Is a Special Exception necessary for your intended use? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes If yes, briefly describe:
D	Is a Variance necessary for your intended use? (<input checked="" type="checkbox"/>) No (<input type="checkbox"/>) Yes If yes, briefly describe:
E	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
F	Responses addressing the required findings for granting a rezoning or change in Land Development Regulations as described below. Attach additional sheets as necessary.

**FINDINGS REQUIRED FOR GRANTING A REZONING
OR CHANGE IN LAND DEVELOPMENT
REGULATIONS (Sec. 70-340, LDR page CD70:16)**

It is the Applicant's responsibility to convince the Planning Board/LPA and City Council that approval of the proposed rezoning is justified. Specifically, the Applicant should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing bodies to find that:

1. The proposed rezoning is not contrary to Comprehensive Plan requirements.
2. The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.
3. The proposed use will not have an adverse effect on the public interest.
4. The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.
5. The proposed use will not adversely affect property values or living conditions or be a deterrent to the improvement or development of adjacent property.

Findings required for rezoning or change in land development regulations (cont.)

6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood
7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services
8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.
9. The proposed use has not been inordinately burdened by unnecessary restrictions.

The City staff will, in the Staff Report, address the request and evaluate it and the Applicant's submission in light of the above criteria and offer a recommendation for approval or denial.

FINDINGS REQUIRED FOR GRANTING A REZONING OR CHANGE IN LAND DEVELOPMENT REGULATIONS (Sec. 70-340, LDR page CD70:16)

It is the Applicant's responsibility to convince the Planning Board/LPA and City Council that approval of the proposed rezoning is justified. Specifically, the Applicant should provide in his/her application and presentation sufficient explanation and documentation to convince the reviewing bodies to find that:

1. The proposed rezoning is not contrary to Comprehensive Plan requirements.

The proposed change in zoning from CBD to Heavy Commercial is not contrary to the Comprehensive Plan.

2. The proposed use being applied for is specifically authorized under the zoning district in the Land Development Regulations.

Yes, the expansion of the established Motel is a permitted use under the Heavy Commercial zoning district.

3. The proposed use will not have an adverse effect on the public interest.

The proposed use will not have an adverse effect on the public.

4. The proposed use is appropriate for the location proposed, is reasonably compatible with adjacent land uses, and is not contrary or detrimental to urbanizing land use patterns.

The proposed use is appropriate for the location and is an expansion for the established business.

5. The proposed use will not adversely affect property values or living conditions or be a deterrent to the improvement or development of adjacent property.

The proposed use will not adversely affect the property values or be a deterrent to adjacent properties.

6. The proposed use can be suitably buffered from surrounding uses, so as to reduce the impact of any nuisance or hazard to the neighborhood

The proposed use will meet all required setbacks and will have little to no impact on surrounding neighbors.

7. The proposed use will not create a density pattern that would overburden public facilities such as schools, streets, and utility services

The proposed use will not create a density pattern that will overburden any public facilities.

8. The proposed use will not create traffic congestion, flooding or drainage problems, or otherwise affect public safety.

The proposed use will address all traffic and drainage concerns during site plan review. The expansion of the established use will not affect public safety.

9. The proposed use has not been inordinately burdened by unnecessary restrictions.

The proposed use has not been inordinately burdened by unnecessary restrictions.

R7.00
D.70

OR 0423 PAGE 0535

Quitclaim Deed

FILED FOR ME
OKEECHOBEE

PREPARED BY:

ROBERT J. KULAS, Esq.
1954 S.E. Port St. Lucie Blvd.
Port St. Lucie, Florida 34952

WHEN RECORDED MAIL TO:

J. PATEL and
N. PATEL
201 S. Parrot Avenue
Okeechobee, Florida 34974
Parcel I.D. # 3-15-37-35-0010-01720-0010

323701

99 JUN -2 PM 2:53

SHARON ROBERTSON
CLERK OF CIRCUIT COURT

SPACE ABOVE FOR RECORDER'S USE

Deed made on May 24, 1999, for no consideration, J. D. PATEL AND NAYNA J. PATEL, his wife, do hereby Remise, Release and Quitclaim to J. PATEL AND N. PATEL, Trustees, or their successors in trust, under the JITENDRA LIVING TRUST dated May 24, 1999, and any amendments thereto, with full power and authority to protect, conserve and to sell, or to lease or to encumber and otherwise manage and dispose of said real property described herein, pursuant to Section 689.071, Florida Statutes, whose address is 201 S. Parrot Avenue, Okeechobee, Florida 34974 all their interest in and to the following described real property in the County of Okeechobee, State of Florida:

Beginning at the intersection of the East side of Parrott Avenue with the South side of 7th Street, according to the map of the Town of Okeechobee as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida, and run South along the East line of Parrott Avenue, 95 feet; thence East paralleling 7th Street, 142.5 feet; thence North paralleling Parrott Avenue, 95 feet to 7th Street; thence West along the South line of 7th Street 142.5 feet to the Point of Beginning.

ALSO: Beginning at a point where the South boundary of 7th Street intersects the West boundary of Tallahassee Street and run South along the West boundary of Tallahassee Street a distance of 95 feet to a point; thence West and parallel to 7th Street a distance of 142.5 feet to a point; thence North parallel to Tallahassee Street, a distance of 95 feet to the South boundary of 7th Street; thence East along the South boundary of 7th Street, a distance of 142.5 feet to the Point of Beginning.

Lying and being in a part of Section 21, Township 37 South, Range 35 East, according to the plat of Okeechobee recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida, and 1st Addition to Okeechobee, according to the plat thereof recorded in Plat Book 2, Page 26, Public Records of St. Lucie County, Florida.

This deed was prepared without the benefit of a title search and the description of the property was furnished by the parties. The preparer of this deed assumes no liability whatsoever either for the accuracy of the legal description or the status of the title to the property.

Signed, sealed and delivered
in our presence:


Witness Signature

Robert J. Kulak
Printed Name


Witness Signature


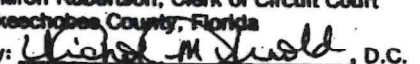
April Boyd
Printed Name

STATE OF FLORIDA

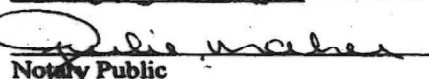
COUNTY OF ST. LUCIE


SS

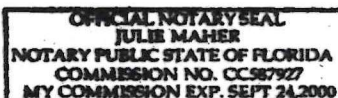

J. D. PATEL


NAYNA J. PATEL
Documentary Stamps paid in the amount of
\$.70
Class C Intangible Tax paid in the amount
of \$ 8
Sharon Robertson, Clerk of Circuit Court
Okeechobee County, Florida
By:  D.C.
Date: 6-2-99

The foregoing instrument was acknowledged before me this May 24, 1999 by J. D. PATEL and NAYNA J. PATEL, who are personally known to me or who have produced Driver's license as identification and who did (did not) take an oath.


Notary Public


Name of Acknowledger



Certificate of Trust for the Jitendra Living Trust dated May 24, 1999

Pursuant to the Florida Trust Code, Chapter 736.1017, this Certificate of Trust is signed by all the currently acting Trustees of the Jitendra Living Trust dated May 24, 1999, as restated on July 5, 2017, who declare:

1. The Grantors are Jitendra Dahyabhai Patel and Nayaben Jitendra Patel. The trust is revocable by the Grantors, acting jointly and not separately.
2. The Trustees of the trust are Jitendra Dahyabhai Patel aka J. Patel and Nayaben Jitendra Patel aka N. Patel. The signature of one Trustee is sufficient to exercise the powers of the Trustee.
3. The Successor Trustees of the trust are:

Upon Incapacity or Death:

The non-incapacitated or surviving spouse will serve as sole Trustee. If he or she is unable to serve or to continue to serve for any reason, then the following will serve as successor Trustee, in the order named:

Zarna J. Dahya, Vikash J. Dahya, and Vishal J. Dahya, or the survivor of them

Arun Kishorchandra Karsan and Prakash M. Patel, or the survivor of them

4. The tax identification number of the trust is the Social Security number of either Jitendra Dahyabhai Patel or Nayaben Jitendra Patel.
5. Title to assets held in the trust will be titled as:

Jitendra Dahyabhai Patel aka J. Patel and Nayaben Jitendra Patel aka N. Patel, Trustees, or their successors in interest, of the Jitendra Living Trust dated May 24, 1999, and any amendments thereto.
6. An alternative description will be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor Trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.
7. Excerpts from the trust document that establish the trust, designate the Trustee, and set forth the powers of the Trustee will be provided upon request. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests.

8. The terms of the trust provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this trust or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.
9. The trust has not been revoked, modified, or amended in any way that would cause the representations in this Certificate of Trust to be incorrect.

July 5, 2017



Jitendra Dahyabhai Patel aka J. Patel, Trustee



Nayaben Jitendra Patel aka N. Patel, Trustee

STATE OF FLORIDA

)

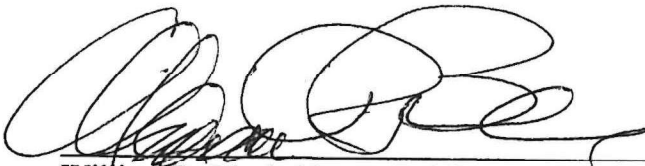
) ss.

COUNTY OF OKEECHOBEE

)

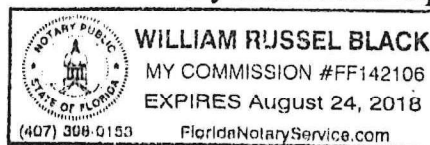
The foregoing instrument was acknowledged before me this day, July 5, 2017, by Jitendra Dahyabhai Patel aka J. Patel, as Trustee, and Nayaben Jitendra Patel aka N. Patel, as Trustee, who are personally known to me or who have produced _____, as identification.

[Seal]



William R. Black, Notary Public

My commission expires: August 24, 2018



(OFFICIAL RECORDS BOOK 423, PAGE 535)

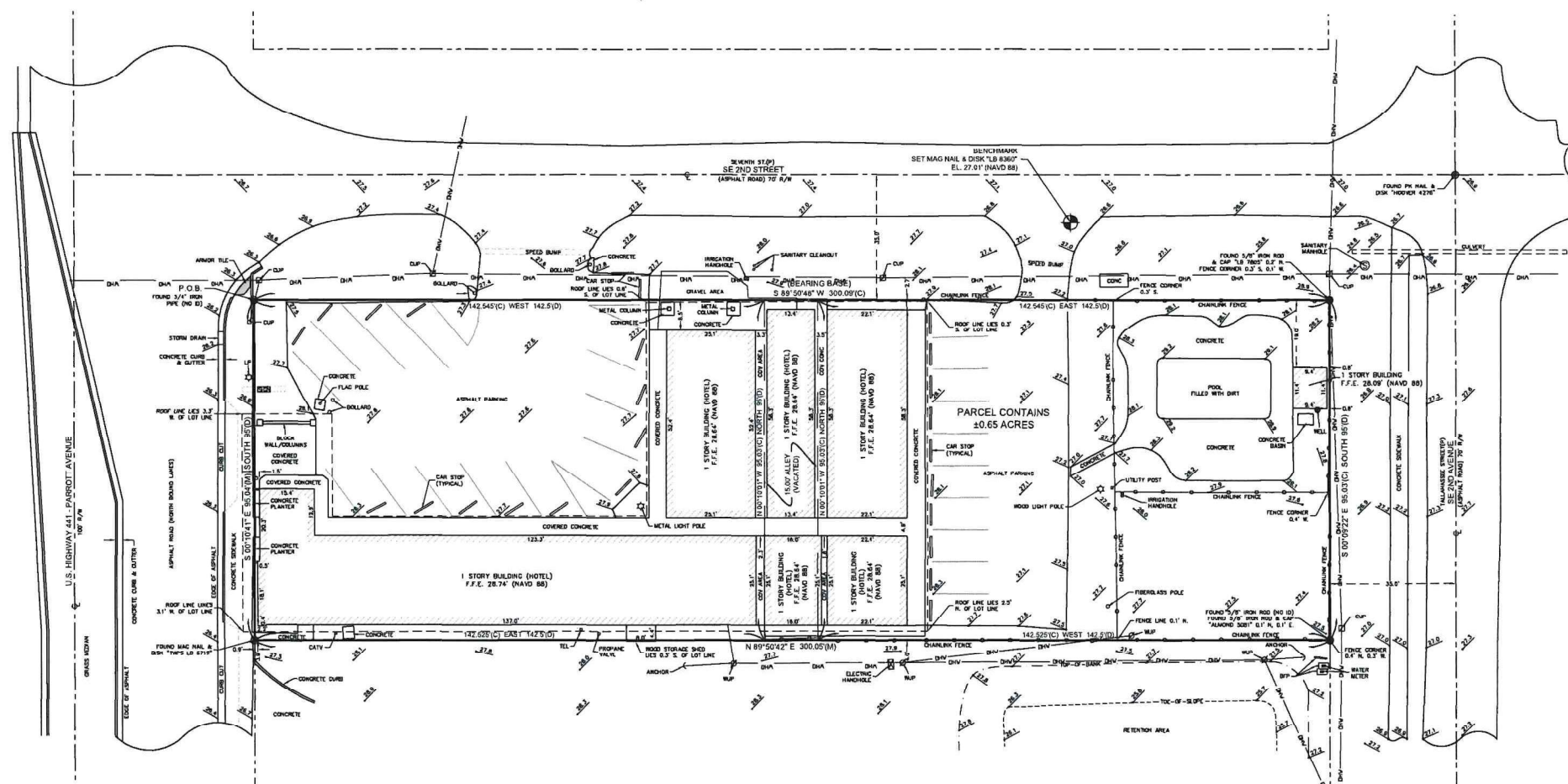
ALSO

LYING AND BEING IN A PART OF SECTION 21, TOWNSHIP 37 SOUTH, RANGE 35 EAST, ACCORDING TO THE PLAT OF OKEECHOBEE
RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND 1ST ADDITION TO OKEECHOBEE,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 26, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

AND THE 15.00 FOOT ALLEY LYING BETWEEN THE ABOVE DESCRIBED PARCELS.

PROJECT SPECIFIC NOTES:

- 1) UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE DEED(D) AND MEASURED(M).
- 2) SITE ADDRESS: 201 S PARROTT AVE.
- 3) PARCEL ID: 3-15-37-35-0010-01720-0010.
- 4) F.I.R.M. ZONE: "X", MAP NO. 12093CO485C, DATED 07/18/15.
- 5) THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 6) THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
- 7) SURVEYOR WAS NOT PROVIDED WITH ANY TITLE INFORMATION FOR THIS PARCEL. SURVEYOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EASEMENT DIMENSIONS SHOWN HEREON. THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS THAT EFFECT THIS PARCEL.
- 8) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- 9) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 10) THE DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
- 11) BEARING REFERENCE: THE SOUTH RIGHT OF WAY LINE OF 3E 2ND STREET IS TAKEN TO BEAR SOUTH 69°50'46" WEST.
- 12) DATE OF LAST FIELD SURVEY: 09/29/23



TRADEWINDS SURVEYING GROUP, LLC.

200 SW 3rd Avenue
Okeechobee, FL 34974
Tel: (863) 763-2887
Fax: (863) 763-4342

John V. Rice
John V. Rice
License Number
4500
Professional Surveyor and Mapper
STATE OF
FLORIDA
Professional Surveyor and Mapper

LB 8360

PREPARED FOR THE EXCLUSIVE USE OF:
JITENDRA LIVING TRUST

STANDARD NOTES:

1. No search of the public records for determination of ownership or restrictions affecting the lands shown was performed by the surveyor.
2. The survey depicted here is prepared exclusively for those parties noted.
3. No responsibility or liability is assumed by the surveyor for use by others not specifically named.
4. Not valid without the signature and seal of Florida licensed surveyor and mapper #4506.
5. There are no encumbrances shown around improvements except as shown.
6. No attempt was made to locate underground improvements and/or encumbrances (if any) as part of this survey.
7. This survey was prepared in accordance with and conforms to the standards of practice for professional surveyors and mappers as outlined in Chapter 59-17, Florida Administrative Code.

[illegible]

DESCRIPTION		DWG. DATE	FB/PG	BY	CHK
BOUNDARY & TOPO SURVEY		10/18/23	400/59-61	WC	JL
SCALE $1" = 20'$		DRAWING NUMBER:			
SHEET 1 OF 1		23-346			

PARCEL NUMBER	OWNER 1	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
3-15-37-35-0010-01690-0010	L AND M FAMILY HOLDINGS LLC	1129 SW 39TH LN		OKEECHOBEE	FL	34974-6042
3-15-37-35-0010-01690-0070	PALMDALE OIL COMPANY INC	120 SOUTH PARROTT AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01690-0100	PALMDALE OIL COMPANY INC	120 SOUTH PARROTT AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01700-0010	102 SE PARK LLC	C/O LAVI SHENKMAN	123 CHESTNUT ST STE 202	PHILADELPHIA	PA	19106-3051
3-15-37-35-0010-01700-0070	UNITED TELEPHONE COMPANY OF FL	ATTN: PROPERTY TAX DEPT	1025 ELDORADO BLVD	BLOOMFIELD	CO	80021
3-15-37-35-0010-01700-0080	BE A MAN BUY LAND LLC	4260 SE FEDERAL HWY		STUART	FL	34997-4937
3-15-37-35-0010-01710-0020	BEST VALUE REAL ESTATE LLC	407 SAINT ANDREWS DR		BELLEAIR	FL	33756-1935
3-15-37-35-0010-01710-0040	BEST VALUE REAL ESTATE LLC	407 SAINT ANDREWS DR		BELLEAIR	FL	33756-1935
3-15-37-35-0010-01710-0050	VISITING NURSE ASSOCIATION OF	2400 SE MONTEREY RD STE 300		STUART	FL	34996
3-15-37-35-0010-01720-0010	JITENDRA LIVING TRUST	201 S PARROTT AVE		OKEECHOBEE	FL	34974-4338
3-15-37-35-0010-01720-0030	O'REILLY AUTOMOTIVE STORES INC	C/O RYAN, LLC #4958	PO BOX 9167	SPRINGFIELD	MO	65801-9167
3-15-37-35-0010-01730-0010	VARSON ANGELA	208 S PARROTT AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-001A	VARSON ANGELA LYNN	208 S PARROTT AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-0020	WHERRELL M CHAD	1730 SW 12TH TER		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-0040	WHERRELL M CHAD	1730 SW 12TH TER		OKEECHOBEE	FL	34974-4972
3-15-37-35-0010-01730-007A	SACRED SANCTUARY LLC	207 SW 2ND AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-007B	ANSELMO MARIA	1987 SW 2ND WAY		OKEECHOBEE	FL	34974
3-15-37-35-0010-01730-0100	BALL DIXIE W	500 SW 5TH AVE		OKEECHOBEE	FL	34974
3-15-37-35-0010-01840-0010	B & B CASH GROCERY STORES INC	927 S US HIGHWAY 301		TAMPA	FL	33619-4338
3-21-37-35-0020-02050-0020	MIAMI BUILDERS PROPERTY LLC	C/O MARIA JOSEPH	PO BOX 370533	MIAMI	FL	33137-0533
3-21-37-35-0020-02050-0030	HANCOCK SAMMY	990 SE 23RD ST		OKEECHOBEE	FL	34974-5392
3-21-37-35-0020-02050-0040	ROSSI CHRIS	204 SE 2ND ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0050	K AND R OFFICE PROPERTIES LLC	2760 SW GLENMOOR WAY		PALM CITY	FL	34990-7914
3-21-37-35-0020-02050-0070	BRASS KARYNE HENRY	201 SE 3RD ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0090	BRASS KARYNE HENRY	201 SE 3RD ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0100	WILLIAMS PAULA ELAINE	209 SE 3RD ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02050-0110	WILLIAMS PAULA E	209 SE 3RD ST		OKEECHOBEE	FL	34974
3-21-37-35-0020-02070-0010	207 REALTY LLC	3550 US HIGHWAY 441 S		OKEECHOBEE	FL	34974-6211
3-21-37-35-0020-02070-0020	207 REALTY LLC	P O BOX 848		OKEECHOBEE	FL	34973-0848
3-21-37-35-0020-02070-0070	207 REALTY LLC	P O BOX 848		OKEECHOBEE	FL	34973-0848
3-21-37-35-0020-02080-0050	GRIFFIN MARY M	38 S KNOLL RD		MILL VALLEY	CA	94941
3-21-37-35-0020-02080-0060	BAKER & ASSOCIATES OF THE	1550 S OCEAN DR #20		FT PIERCE	FL	34949

**Affidavit Attesting to the Completeness and
Accuracy of the List of Surrounding Property Owners**

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of 09/21/2023 and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 23 day of October, 2023.

[Signature]

Signature of Applicant

10/23/23

Date

JAY PATEL

Name of Applicant (printed or typed)

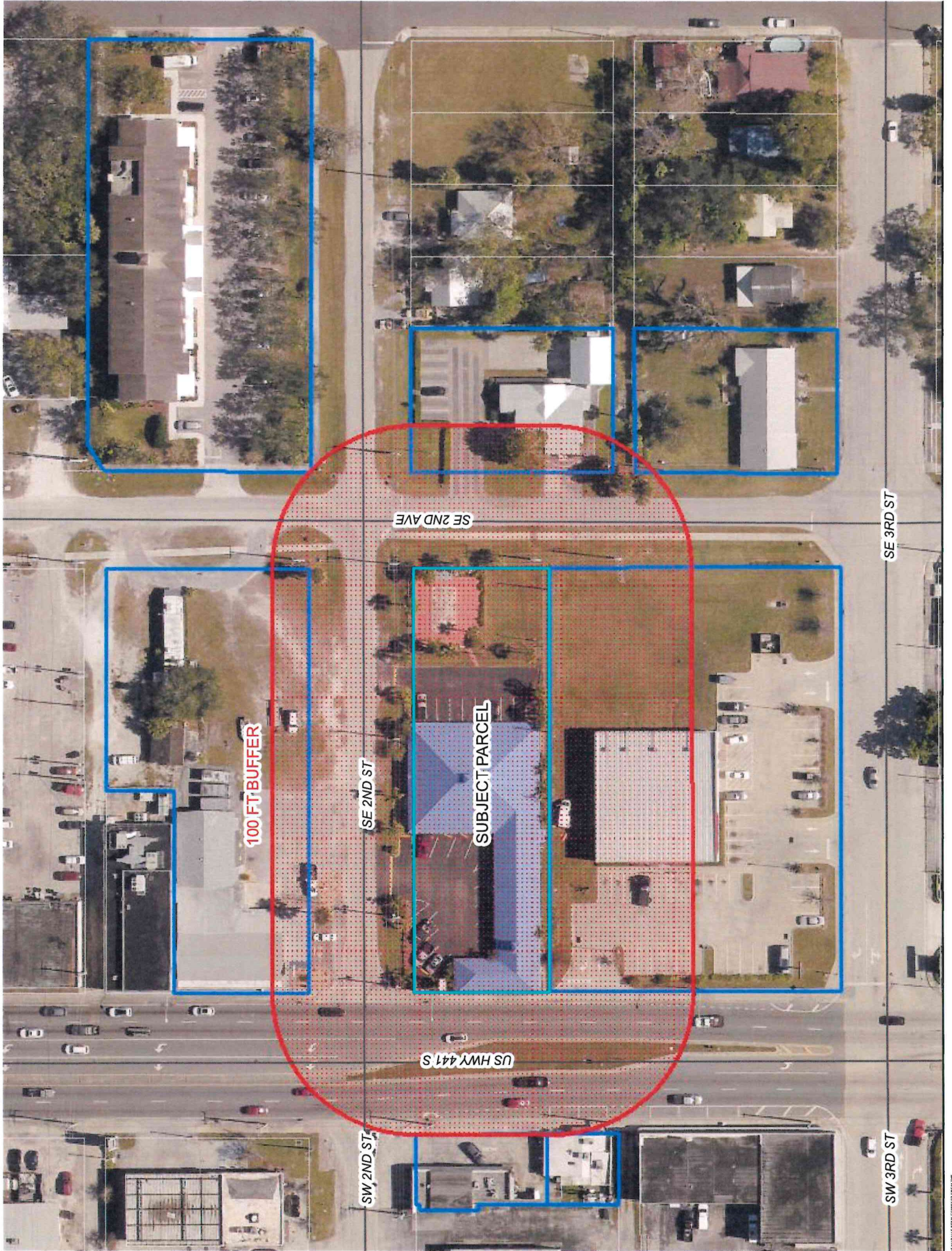
STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of October, 2023, by Jay Patel, who is personally known to me or produced as identification.
(Name of Person)



[Signature]

NOTARY PUBLIC SIGNATURE



SE 2ND AVE

SE 3RD ST

100 FT BUFFER

SE 2ND ST

SUBJECT PARCEL

US HWY 441 S

SW 2ND ST

SW 3RD ST



December 1, 2023

City of Okeechobee
55 NE 3rd Street
Okeechobee, FL 34974

Project Number: FL23029
Subject: Jitendra Living Trust Rezoning

Dear Reviewer:

Newlines/SLD Engineering, has completed an analysis of the traffic generation statement for the above referenced facility. The application is to support a rezoning from CBD- Central Business District to CHV – Heavy Commercial for 0.65 acres- Parcel ID 3-15-37-35-0010-01720-0010.

This analysis was based on a spreadsheet distributed by the Florida Department of Transportation, which is based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (8th Edition). The results indicate the existing zoning of Central Business District, Medical Dental Office (ITE code 720) was used as a high traffic generator has a maximum density according to the City LDRs is 50% FAR with 3 stories would yield a maximum of 42,471 sf with a room yield of 75% and an average room of 800 sf would yield 40 rooms and would generate 225 daily trips with 19 peak PM trips with 10 being in and 9 being out. The proposed zoning of heavy commercial with the same use as the use is not proposed to change would yield the same traffic, while the use could potentially change in the future, the project would have to go back through site plan and any potential traffic increase would have to be addressed at that time.

The change from Central Business District to Heavy commercial, should have little to no impact since the uses are similar.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

Steven L. Dobbs Engineering

A handwritten signature in blue ink that reads 'Steven L. Dobbs'.

Steven L. Dobbs, P. E.
President

CC: Jay Patel
File

Instructions:

Enter Numbers into the "Expected Units"
in the Corresponding Yellow Column

Trip Generation Rates from the 8th Edition ITE Trip Generation Report

NA: Not Available

KSF²: Units of 1,000 square feet

DU: Dwelling Unit

Fuel Position: # of vehicles that could be fueled simultaneously

Occ.Room: Occupied Room

Description / ITE Code	Units	Rate Weekday Daily Traffic	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculated Daily Trips	PM Peak Trips - Total	PM In	PM Out	Notes
Waterport/Marine Terminal 010	Berths	171.52	NA	NA	NA		0	NA	NA	NA	
Commercial Airport 021	Employees	13.40	0.80	54%	46%		0	0	NA	NA	
Commercial Airport 021	Avg Flights/Day	104.73	5.75	56%	44%		0	0	NA	NA	
Commercial Airport 021	Com. Flights/Day	122.21	6.88	54%	46%		0	0	NA	NA	
General Aviation Airport 022	Employees	14.24	1.03	45%	55%		0	0	NA	NA	
General Aviation Airport 022	Avg. Flights/Day	1.97	NA	NA	NA		0	NA	NA	NA	
General Aviation Airport 022	Based Aircraft	5.00	0.37	45%	55%		0	0	NA	NA	
Truck Terminal 030	Acres	81.90	6.55	43%	57%		0	0	NA	NA	Caution- Only 3 Studies
Park&Ride w/ Bus Service 090	Parking Spaces	4.50	0.62	22%	78%		0	0	NA	NA	
Park&Ride w/ Bus Service 090	Occ. Spaces	9.62	0.81	28%	72%		0	0	NA	NA	
Light Rail Station w/ Park 093	Parking Space	2.51	1.24	58%	42%		0	0	NA	NA	
Light Rail Station w/ Park 093	Occ. Spaces	3.91	1.33	58%	42%		0	0	NA	NA	
General Light Industrial 110	KSF ²	6.97	0.97	12%	88%		0	0	NA	NA	
General Light Industrial 110	Employees	3.02	0.42	21%	79%		0	0	NA	NA	
General Heavy Industrial 120	KSF ²	1.50	0.68	NA	NA		0	0	NA	NA	Caution-Only 3 Studies.
General Heavy Industrial 120	Employees	0.82	0.88	NA	NA	50.0	41	44	0	NA	
Industrial Park 130	KSF ²	6.96	0.86	21%	79%		0	0	NA	NA	
Industrial Park 130	Employees	3.34	0.46	20%	80%		0	0	NA	NA	
Manufacturing 140	KSF ²	3.82	0.74	36%	64%		0	0	NA	NA	
Manufacturing 140	Employees	2.13	0.36	44%	56%		0	0	NA	NA	
Warehousing 150	KSF ²	3.56	0.32	25%	75%		0	0	NA	NA	
Warehousing 150	Employees	3.89	0.59	35%	65%		0	0	NA	NA	
Mini Warehouse 151	KSF ²	2.50	0.26	51%	49%		0	0	NA	NA	
Mini Warehouse 151	Storage Units	0.25	0.02	NA	NA		0	0	NA	NA	
Mini Warehouse 151	Employees	61.90	6.04	52%	48%		0	0	NA	NA	
High-Cube Warehouse 152	KSF ²	1.44	0.10	33%	67%		0	0	NA	NA	
High-Cube Warehouse 152	Employees	NA	0.66	35%	65%		0	0	NA	NA	
Utilities 170	KSF ²	NA	0.76	45%	55%		0	0	NA	NA	
Utilities 170	Employees	NA	0.76	90%	10%		0	0	NA	NA	
Single Family Homes 210	DU	9.57	1.01	63%	37%		0	0	NA	NA	
Single Family Homes 210	Vehicles	6.02	0.67	66%	34%		0	0	NA	NA	
Apartment 220	DU	6.65	0.62	65%	35%		0	0	NA	NA	
Apartment 220	Persons	3.31	0.40	NA	NA		0	0	NA	NA	
Apartment 220	Vehicles	5.10	0.60	NA	NA		0	0	NA	NA	
Low Rise Apartment 221	Occ.DU	6.59	0.58	65%	35%		0	0	NA	NA	
High Rise Apartment 222	DU	4.20	0.35	61%	39%		0	0	NA	NA	
Mid-Rise Apartment 223	DU	NA	0.39	58%	42%		0	0	NA	NA	
Rental Townhouse 224	DU	NA	0.72	51%	49%		0	0	NA	NA	Caution- Only 1 Study.
Resd. Condo/Townhouse 230	DU	5.81	0.52	67%	33%		0	0	NA	NA	
Resd. Condo/Townhouse 230	Persons	2.49	0.24	67%	33%		0	0	NA	NA	
Low Rise Resd. Condo 231	DU	NA	0.78	58%	42%		0	0	NA	NA	
High Rise Resd. Condo 232	DU	4.18	0.38	62%	38%		0	0	NA	NA	
Luxury Condo/Townhouse 233	Occ. DU	NA	0.55	63%	37%		0	0	NA	NA	
Mobile Home Park 240	DU	4.99	0.59	62%	38%		0	0	NA	NA	
Mobile Home Park 240	Persons	2.46	0.26	63%	37%		0	0	NA	NA	
Retirement Community 250	DU	NA	0.27	56%	44%		0	0	NA	NA	Caution- Only 1 Study
Elderly Housing-Detached 251	DU	3.71	0.27	61%	39%		0	0	NA	NA	Caution- Only 1 Study.
Congregate Care Facility 253	Occ.DU	2.15	0.17	56%	44%		0	0	NA	NA	Caution- Only 2 Studies
Elderly Housing- Attached 252	Occ.DU	3.48	0.16	60%	40%		0	0	NA	NA	Caution- Only 4 Studies
Recreational Homes 260	DU	3.16	0.26	41%	59%		0	0	NA	NA	
Residential PUD 270	DU	7.50	0.62	65%	35%		0	0	NA	NA	
Hotel 310	Occ. Room	8.92	0.70	49%	51%		0	0	NA	NA	
Hotel 310	Rooms	8.17	0.59	53%	47%		0	0	NA	NA	
Hotel 310	Employees	14.34	0.80	54%	46%		0	0	NA	NA	
All Suites Hotel 311	Occ.Room	6.24	0.55	42%	58%		0	0	NA	NA	Caution- Only 4 Studies
All Suites Hotel 311	Rooms	4.90	0.40	45%	55%		0	0	NA	NA	
Business Hotel 312	Occ. Room	7.27	0.62	60%	40%		0	0	NA	NA	Caution-Only 4 Studies
Business Hotel 312	Employees	72.67	7.60	60%	40%		0	0	NA	NA	
Motel 320	Occ.Room	9.11	0.58	53%	47%		0	0	NA	NA	
Motel 320	Rooms	5.63	0.47	54%	46%	40.0	225	19	10	9	
Motel 320	Employees	12.81	0.73	54%	46%		0	0	NA	NA	



MEMORANDUM

TO: Mayor, Council Members & Administrator Ritter

DATE: February 9, 2024

FROM: General Services Director Burnette

SUBJECT: Bridgewater on Taylor
Creek Final Plat

Attached you will find the Final Plat Application for Bridgewater on Taylor Creek submitted by Mr. John Rice, on behalf of the Property Owner, B & T Fair Investments, Inc. It includes:

- Planning Staff Comments
- July 20, 2023, TRC Minutes
- September 25, 2023, City Council Minutes
- Final Plat Application

On February 9, 2024, I verified all property taxes have been paid.

23-009-TRC**Memorandum for Final Plat Approval**

DATE: February 2, 2024
TO: City of Okeechobee
FROM: Ben Smith, AICP, Director of Planning, Morris-Depew Associates, Inc.
RE: Bridgewater Condominium Final Plat (23-009-TRC).

Application for platting 23-009-TRC, submitted by B&T Fair Investments, involves the 1.31 acre property located at 116 SE 8th Avenue. The property was the subject of a previous site plan approval (21-005-TRC) for the development of 12 townhomes. As of the writing of this memo, construction of the townhomes is now nearly complete. The plat proposes to subdivide the subject property into 12 separate parcels (one for each townhome), as well as common area tracts.

The City's Technical Review Committee reviewed the preliminary plat application and recommended approval with conditions to correct minor errors in the plat. The City Council met previously, reviewed the preliminary plat, and approved the preliminary plat, also with conditions.

The Final Plat has received review by staff, and the applicant has revised the plat, as well as the Declaration of Protective Covenants, Conditions and Restrictions. Staff finds that the all conditions of approval of the preliminary plat have been satisfied and all submitted documents are in compliance with applicable standards. We recommend the Council approve the Final Plat, subject to the condition that the applicant is responsible for obtaining all other permits and approvals from local, state, and federal agencies necessary for the development of the subject property.

V. **NEW BUSINESS ITEM A CONTINUED**

Planner Smith commented there could be a concern with drainage should the City require paving, since no increase in impervious surface calculations were being proposed.

3. Mr. Ammar Adnan, and Mr. Aaron Pakulak, both with Pennoni, and Mr. Jesse Balaity with Balaity Property Enhancement, on behalf of the Applicant, Mr. Nicholas Jones, were present electronically via Zoom. The seven comments listed on page 11 of the Planning Staff Report were discussed. Their client would prefer to have the area to the South as gravel due to costs. Deliveries would be in the front only by either small SUVs or mini vans.
4. No public comments were offered.
5. No disclosures of Ex-Parte Communications.
6. Motion by Building Official Newell, seconded by Public Works Director Allen, to approve Site Plan Review Application No. 23-008-TRC as presented in [Exhibit 1, which includes the Planning Consultant's analysis of findings and recommendation for approval] with the following conditions: provision of complete landscape buffers on all four boundary areas; reduction in the width of the Southern access to SE 6th Avenue; provision of landscaping between the building and parking area; the elevated concrete island located within the drive aisle connecting the Northern and Southern areas of the site should either be removed, or a more substantial blocking of that access should be proposed; provision of improved access to dumpster; demonstration that all two-way drive aisles are at least 24 feet wide; provision of a sidewalk along the entire SE 6th Avenue frontage, additional buffering to the SE (backside) of the building; remediation to the rear swale; ADA access for NE corner of sidewalk; and enhancement and cleanup of the rear (South) area. **Motion Carried Unanimously.**

B. **Bridgewater on Taylor Creek Pre-Application Plat Review/Site Plan Application No. 23-009-TRC, review re-plat of Lots 6 through 10, TAYLOR CREEK MANOR, Plat Book 3, Page 4, Okeechobee County Public Records, into 12 Lots (one for each townhome), common area and access tracts, totaling 1.31± acres located at 116 SE 8th Avenue.**

1. City Planning Consultant Smith commented the Plat was reviewed for conformance with the City's Land Development Regulations (LDRs) and Statutory platting requirements. Only one minor formatting error was discovered on page 2, Abbreviations and Legend Table. Legend is covering abbreviation under South Florida Water Management District (SFWMD). Staff finds the proposed Plat plan to be consistent with the approved site plan (Application No. 21-005-TRC), the subdivision requirements of the City's LDRs, and the statutory platting requirements, therefore recommending approval with the following corrections to be made prior to final plat approval: correct the formatting error on page 2 of the Plat regarding the Abbreviations and Legend table, Lots need to be numbered instead of lettered.
2. Administrator Ritter mentioned it is not recommended to receive revisions right before meetings as it does not allow Members time to review. No other comments were offered.
3. Mr. John Rice, on behalf of Property Owner, B & T Fair Investments, Inc. was not present. Prior to the start of the meeting, he emailed an updated copy of the Plat.
4. There were no questions from the public.
5. There were no disclosures of Ex-Parte Communications.
6. Motion by Public Works Director Allen, seconded by Building Official Newell to approve the Bridgewater on Taylor Creek Pre-Application Plat Application No. 23-009-TRC, as presented in [Exhibit 2] with the following contingencies: correct the formatting error on page 2 of the Plat regarding the Abbreviations and Legend table; lots need to be numbered instead of lettered; and minor amendment to one of the tracts due to location of a manhole. **Motion Carried Unanimously.**

VII. NEW BUSINESS CONTINUED

B. Motion and second by Council Members Jarriel and Chandler to approve the 2023-2024 School Resource Officer Program Agreement with the Okeechobee County School Board [for two officers in the amount of \$122,218.00 as presented in **Exhibit 4**].
Motion Carried.

C. Motion by Council Members Jarriel and McAuley to ratify street sweeping services for March through September 2023, in the amount of \$15,862.00 with USA Services [as presented in **Exhibit 5** under the July 18, 2017, Piggyback Agreement from the City of Cape Coral, which has expired].
Motion Carried.

D. Motion and second by Council Members Jarriel and McAuley to approve an Agreement in the amount of \$17,767.00 to Craig A. Smith and Associates for the Construction Engineering Inspection Services for the Southwest (SW) 5th Avenue Paving Improvement Project [for the FDOT Small Counties Outreach Program Grant Contract No. G1A84, as presented in **Exhibit 6**].
Motion Carried.

E. Motion and second by Council Members Chandler and McAuley to approve, with contingencies [as listed], **Preliminary Plat Application No. 23-009-TC/PP**, replatting Lots 6 through 10, TAYLOR CREEK MANOR, [as recorded in] Plat Book 3, Page 4, Okeechobee County public records, into a new Plat consisting of 12 lots (one for each townhome), common area, and access tracts, titled BRIDGEWATER ON TAYLOR CREEK, submitted by John J. Rice, on behalf of property owner B and T Fair Investments Inc., consisting of 1.39+/- acres and located at 116 SE 8th Avenue. 1. A private utility easement shall be recorded or platted over the proposed sewer service and covered in the Homeowners' Association (HOA) documents. 2. An easement and/or an HOA document condition shall provide for shared maintenance of all water services that cross over property boundaries. 3. HOA required to maintain and make provisions for the continued maintenance for storm water within the appropriate documents. [As presented in **Exhibit 7**].
Motion Carried.

F. The communications tower located behind City Fire Station One no longer in use was recently disassembled. To recoup a portion of the cost, the Public Works Staff was selling it to a metal scrap business. Administrator Ritter conveyed the Okeechobee Utility Authority's (OUA) interest in acquiring it. **The consensus of the Council was to offer it to the OUA for the cost incurred to have it disassembled.**

G. Administrator Ritter and Mrs. Courtney Moyett, Okeechobee County Tobacco Prevention Specialist, presented the options to create a law banning smoking, e-cigarettes/vaping, and/or all tobacco products in City Parks based on newly adopted House Bill 105. **The consensus of the Council was to entertain the possible adoption of an Ordinance banning smoking, e-cigarettes, and vaping in City Parks. Staff will proceed with creating a draft and present it to the Council at a future meeting.** The appropriate signage to post, at no expense to the City, will be furnished through Mrs. Moyett.

H. Distributed prior to the meeting, and now labeled as **Exhibit 8**, was a rough draft of the Comprehensive Emergency Management Plan, initially written as a Peacetime Plan in 1994. The Council and Staff are to review, provide input, and comments to the Administrator's Office. Once the Plan is reviewed and corrected, a Resolution adopting the document will be presented at a future Council meeting.

I. **Added Item.** Motion and second by Council Members Jarriel and McAuley to approve a payment in the amount of \$11,002.50 to Craig A. Smith and Associates for additional Engineering Services required to address a request from the South Florida Water Management District to satisfy final permitting requirements for the Commerce Center. The original contract was in the amount of \$49,924.00 [as presented in **Exhibit 9**].
Motion Carried.

VIII. CITY ATTORNEY UPDATE

- Reviewing/drafting various Ordinances for amendments to the Code, including changes to broaden the membership to specific Citizen Boards to include City business owners who do not reside in the County.
- Continuing to review documents submitted for a Final Plat Review.
- The title for Cattlemen's Square is an on-going issue.
- Working on the Memorandum of Understanding (MOU), to address the use of the Primitive Baptist Church property as overflow parking for Freedom Baptist Church.

IX. CITY ADMINISTRATOR UPDATE

- Expounded on the complications of the MOU with Freedom Baptist Church.
- Status on selling the City's property (three Lots) in the SW area, still waiting on the OUA's decision.

23-009-TRC /FP

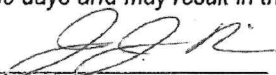
City of Okeechobee 55 Southeast 3 rd Avenue Okeechobee, Florida 34974 Phone: (863) 763-3372 ext. 218 Fax: (863) 763-1686		Distributed to City Staff/TRC: Notices Mailed: <u>2-5-24</u> Sign Posted: <u>2-5-24</u> Publication Dates: 1 st Ad: <u>January 31, 2024</u> 2 nd Ad: <u>February 14, 2024</u>	
Date Received: <u>12/8/23</u> Fee Paid: <u>1041.70</u>		Public Hearing Date: <u>2-20-24</u> City Council Action:	
Preliminary Approved On: <u>9/25/23</u>		Final Signed Records/Plats to Clerks Office:	

APPLICATION FOR FINAL PLATTING OR SUBDIVIDING PROPERTY

A P P L I C A N T	NAME OF PROJECT: Bridgewater on Taylor Creek			
	NAME OF PROPERTY OWNER(S): B & T Fair Investments Inc			
	OWNER(S) MAILING ADDRESS: 511 S Parrot Ave Okeechobee, FL 34974			
	OWNERS PHONE: 863-447-4390		FAX:	
	NAME OF APPLICANT: John J. Rice, P.S.M.			
	APPLICANT MAILING ADDRESS: 200 SW 3rd Avenue, Okeechobee, FL 34972			
	APPLICANTS PHONE: 863-801-6200 (mobile) jr.twps@yahoo.com		FAX:	
	CONTACT PERSON: John J. Rice, P.S.M. (Land Surveyor)			
	CONTACT PERSONS PHONE: 863-801-6200 (mobile)		FAX:	
	ENGINEER: Asmussen Engineering, LLC,		PHONE: 863-763-8546	
ADDRESS: P.O. Box 1998 Okeechobee, FL 34973		FAX:		
SURVEYOR: Tradewinds Surveying Group, LLC		PHONE: 863-763-2887		
ADDRESS: 200 SW 3rd Avenue, Okeechobee, FL 34972		FAX:		
P R O P E R T Y	DESCRIPTION OF PROJECT INCLUDING ALL PROPOSED USES: 1 - 12 unit, 2 story townhouse building with appurtenant driveways, parking, drainage, landscaping and access areas.			
	NUMBER/DESCRIPTION OF PHASES: 1/ project is not phased			
	LOCATION OF/DIRECTIONS TO THE PROJECT: 116 SE 8th Ave Okeechobee FL 34974 From State Road 70 go south on 8th Avenue 465 feet to site on left <i>right</i>			
	EXISTING IMPROVEMENTS ON PROPERTY: Project is completed			
	IS PROPOSED USE DIFFERENT FROM EXISTING OR PRIOR USE? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A			
	TOTAL LAND AREA IN SQUARE FEET: 60,478 OR ACRES: 1.4			
	EXISTING IMPERVIOUS SURFACE: 0 SQUARE FEET 0 ACRES 0 % OF SITE			
	ADDITIONAL IMPERVIOUS SURFACE: 0 SQUARE FEET 0 ACRES 0 % OF SITE			
	PROPOSED TOTAL IMPERVIOUS SURFACE: 29,024 SQUARE FEET 1.31 ACRES 51 % OF SITE			
	CURRENT ZONING: Residential Multiple Family CURRENT FUTURE LAND USE: Residential Multiple Family			

CONFIRMATION OF INFORMATION ACCURACY

I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the summary denial of this application.


 Signature of Applicant

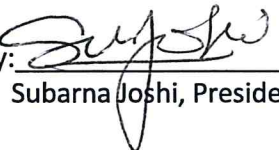
Digitally signed by John J Rice
 Date: 2023.12.05 14:10:04 -05'00'
 Printed Name

12/05/2023
 Date

Letter of Authorization

I, Subarna Joshi, President of B & T Fair Investments, Inc, a Florida Corporation, owner of the property currently under development as "Bridgewater on Taylor Creek", do hereby authorize John J. Rice, P.S.M. for Tradewinds Surveying Group, LLC, to apply to the City of Okeechobee for preliminary and final plat approval for the above referenced project.

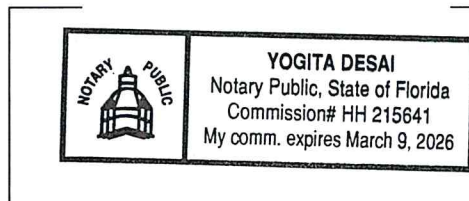
B & T Fair Investments, Inc,
a Florida Corporation

By: 
Subarna Joshi, President

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of May, 2023, by Subarna Joshi, as President for B & T Fair Investments, Inc, a Florida Corporation, on behalf of the corporation, who is ☐ personally known to me or has produced PLDL (type of identification) as identification.

My Commission Expires
3/9/2026




Signature

Yogita Desai
Printed Name -
Notary Public



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

B & T FAIR INVESTMENTS, INC.

Filing Information

Document Number	P16000081316
FEI/EIN Number	81-4099285
Date Filed	10/04/2016
Effective Date	10/06/2016
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/22/2022
Event Effective Date	NONE

Principal Address

511 South Parrott Ave.
OKEECHOBEE, FL 34974

Changed: 04/11/2018

Mailing Address

511 South Parrott Ave.
OKEECHOBEE, FL 34974

Changed: 04/11/2018

Registered Agent Name & Address

joshi, subarna
511 South Parrott Ave.
OKEECHOBEE, FL 34974

Name Changed: 04/11/2018

Address Changed: 04/11/2018

Officer/Director Detail

Name & Address

Title President

Joshi, Subarna
511 South Parrott Ave.
OKEECHOBEE, FL 34974

Title VP

CHACKO, THOMAS
1104 S E 12TH DRIVE
OKEECHOBEE, FL 34974 UN

Title P

JOSHI, SUBARNA
1208 SE 12TH DR
OKEECHOBEE, FL 34974

Annual Reports

Report Year	Filed Date
2021	02/16/2021
2022	03/09/2022
2023	03/11/2023

Document Images

03/11/2023 -- ANNUAL REPORT	View image in PDF format
03/09/2022 -- ANNUAL REPORT	View image in PDF format
03/11/2023 -- Annual Report	View image in PDF format
02/16/2021 -- ANNUAL REPORT	View image in PDF format
05/18/2020 -- ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
05/05/2017 -- ANNUAL REPORT	View image in PDF format
10/04/2016 -- Domestic Profit	View image in PDF format

PARCEL NUMBER	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
2-22-37-35-0A00-00013-A000	ROYALS O K LUNCH INC	324 SW 16TH ST		BELLE GLADE	FL	33430-2824
3-21-37-35-0020-02520-00A0	BRAVOFLORIDA LLC	4220 EDISON LAKES PKWY		MISHAWAKA	IN	46545-1462
3-21-37-35-0020-02520-00A1	BRAVOFLORIDA LLC	4220 EDISON LAKES PKWY		MISHAWAKA	IN	46545-1462
3-21-37-35-0020-02520-00E0	FT DRUM CORPORATION	PO BOX 1177		OKEECHOBEE	FL	34973-1177
3-21-37-35-0020-02520-00H0	FT DRUM CORPORATION	PO BOX 1177		OKEECHOBEE	FL	34973-1177
3-21-37-35-0020-02520-00I0	ORCINO GERARD	469 SE 37TH TER		OKEECHOBEE	FL	34974-3725
3-22-37-35-0260-00000-0010	BE A MAN BUY LAND LLC	4260 SE FEDERAL HWY		STUART	FL	34997-4937
3-22-37-35-0260-00000-0040	BE A MAN BUY LAND LLC	4260 SE FEDERAL HWY		STUART	FL	34997-4937
3-22-37-35-0260-00000-0110	GAUGER SALLY A	N6010 LYONS RD		BURLINGTON	WI	53105
3-22-37-35-0260-00000-0130	GERREN GEORGIA	1508 SE 8TH DR		OKEECHOBEE	FL	34974-5387
3-22-37-35-0270-00010-0010	CURTIS JUDY M	C/O TERESA ADAMS	209 SE 8TH AVENUE	OKEECHOBEE	FL	34974
3-22-37-35-0270-00010-0020	PRADO-CALDERON JONATAN	3101 NW 37TH AVE		OKEECHOBEE	FL	34972-1132
3-22-37-35-0270-00010-0030	ROMERO RUBEN	811 SE 3RD ST		OKEECHOBEE	FL	34974-4540
3-22-37-35-0270-00010-0040	GUERRERO FRANCISCO	13940 NE 26TH AVE		OKEECHOBEE	FL	34972-8567
3-22-37-35-0270-00010-0050	PEREZ JOSE FERNANDO	815 SE 3RD STREET		OKEECHOBEE	FL	34974
3-22-37-35-0270-00060-0010	GERREN GEORGIA L	220 SE 8TH AVENUE		OKEECHOBEE	FL	34974
3-22-37-35-0270-00060-0020						

**Affidavit Attesting to the Completeness and
Accuracy of the List of Surrounding Property Owners**

I hereby certify under the penalty of law or the revocation of the requested approval sought that to the best of my knowledge and belief, the attached list constitutes the complete and accurate list of the property owners, addresses, and parcel identification numbers of all parcels and tracts within three hundred (300) feet not including intervening streets, alleys, or waterways, of the perimeter of the lands which are subjects of, or are contiguous to but held under the same ownership as, the lands subject to the application for a change in land use or zoning, said list constituting a portion of that application. This affidavit is made based upon an inspection of the tax rolls of the Property Appraiser of Okeechobee County as of 12/13/23, and the Assertions made to me by members of that Office that the information reviewed constitutes the most recent information available to that office. I therefore attest to this 20TH day of DECEMBER, 2023.

[Signature]
Signature of Applicant

12/20/23
Date

JOHN J. RICE
Name of Applicant (printed or typed)

STATE OF FLORIDA
COUNTY OF okeechobee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of December, 2023, by John Rice, who is personally known to me or produced as identification.
(Name of Person)



MARIAH MADRIGAL
Notary Public
State of Florida
Comm# HH243107
Expires 3/21/2026

[Signature]
NOTARY PUBLIC SIGNATURE

FILE NUM 2016009386
OR BK 781 PG 240
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA
RECORDED 10/13/2016 09:45:44 AM
AMT \$92,000.00
RECORDING FEES \$10.00
DEED DOC \$644.00
RECORDED BY L Shain
Ps 240f (1 ps)

THIS INSTRUMENT PREPARED BY AND RETURN TO:

John E. Burdeshaw
Lake Okeechobee Title Inc.
425 SW Park Street
Okeechobee, FL 34974

Property Appraisers Parcel Identification (Folio) Number: 3-22-37-35-0260-1111-0060&0080

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 12th day of October, 2016 by Ashraf Shabaan Ahmed, A married Man , whose post office address is 980 SE 23rd Street, Okeechobee, FL 34974 herein called the grantor, to B & T Fair Investments, Inc., A Florida Corporation whose post office address is 1403 SE 8th Avenue, Okeechobee, FL 34974, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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 OKEECHOBEE County, State of Florida, viz.:

Lots 6, 7, 8, 9 and 10 TAYLOR CREEK MANOR, according to the plat thereof as recorded in Plat Book 3, page 4, public records of Okeechobee County, Florida. This is not the Homestead of the Grantor.

Subject to easements, restrictions and reservations of record and taxes for the year 2016 and thereafter.

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, and hereby 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 31, 2015.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

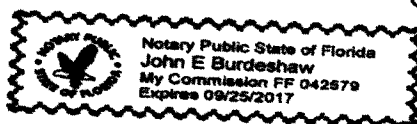
Ashraf Shabaan Ahmed

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me this 12th day of October, 2016 by Ashraf Shabaan Ahmed who is personally known to me or has produced DEEDS Ltr. as identification.

SEAL

My Commission Expires:



Notary Public

Printed Notary Name

Okeechobee County Property Appraiser

Mickey L. Bandi, CFA

2023 Certified Values

updated: 12/7/2023

Parcel: << 3-22-37-35-0260-00000-0060 (36604) >>

Owner & Property Info

Result: 5 of 79

Owner	B & T FAIR INVESTMENTS INC 511 S PARROT AVE OKEECHOBEE, FL 34974		
Site	116 SE 8TH AVE OKEECHOBEE		
Description*	TAYLOR CREEK MANOR (PLAT BOOK 3 PAGE 4) LOTS 6, 7, 8, 9 & 10		
Area	1.366 AC	S/T/R	22-37-35
Use Code**	VACANT (0000)	Tax District	50

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a Dept. of Revenue code. Please contact Okeechobee County Planning & Development at 863-763-5548 for zoning info.

Property & Assessment Values

2022 Certified Values		2023 Certified Values	
Mkt Land	\$162,583	Mkt Land	\$162,583
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$162,583	Just	\$162,583
Class	\$0	Class	\$0
Appraised	\$162,583	Appraised	\$162,583
SOH/10% Cap [?]	\$23,472	SOH/10% Cap [?]	\$9,561
Assessed	\$162,583	Assessed	\$162,583
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$139,111 city:\$139,111 other:\$139,111 school:\$162,583	Total Taxable	county:\$153,022 city:\$153,022 other:\$153,022 school:\$162,583

Note: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Viewer Pictometry Google Maps

2023 2022 2021 2020 2019 Sales



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
10/12/2016	\$92,000	0781/0240	WD	V	Q	05 (Multi-Parcel Sale) - show
12/9/2015	\$143,000	0788/0714	SW	V	Q	05 (Multi-Parcel Sale) - show
5/19/2005	\$375,000	0564/0952	WD	I	U	02 (Multi-Parcel Sale) - show
4/20/2004	\$0	0529/1415	WD	I	U	03
4/20/2004	\$251,000	0529/1414	WD	I	U	02 (Multi-Parcel Sale) - show
2/22/2002	\$0	0471/1810	QC	I	U	03
2/22/2002	\$0	0471/0096	QC	I	U	03
1/14/2002	\$0	0474/0153	PR	V	U	01
2/22/2001	\$0	0451/0532	PB	I	U	01
9/19/1996	\$0	0382/1318	QC	V	U	03
9/19/1996	\$0	0382/1317	QC	I	U	03

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings (Codes)

Code	Description	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

Land Breakdown

Code	Description	Units	Adjustments	Eff Rate	Land Value
163TC1	CRKSIDE SO (MKT)	106.130 FF (0.569 AC)	1.0000/1.0900 1.0000/ /	\$610 /FF	\$64,782
163TC1	CRKSIDE SO (MKT)	163.220 FF (0.797 AC)	1.0000/1.0700 1.0000/ /	\$599 /FF	\$97,801

Search Result: 5 of 79

© Okeechobee County Property Appraiser | Mickey L. Bandi, CFA | Okeechobee, Florida | 863-763-4422

by: GrizzlyLogic.com

BRIDGEWATER ON TAYLOR CREEK

A SUBDIVISION IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA, BEING A REPLAT OF ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

PLAT BOOK _____, PAGE _____
SHEET 1 OF 2

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS FILE NUMBER 2023 _____

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, SAID CORNER BEING ON THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR THE UNNAMED STREET, 88 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, AND AS DEDICATED AND SHOWN ON THE PLAT OF WILCOX SHORES, PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, NOW NAMED SOUTHEAST 8TH AVENUE, SAID CORNER BEING A POINT ON A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 601.12 FEET, A RADIAL LINE BEARS N75°47'43"W FROM SAID POINT TO THE RADIUS POINT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES:
(1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 22°00'13", A DISTANCE OF 230.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 738.75 FEET;
(2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 4°05'31", A DISTANCE OF 52.76 FEET, TO A POINT OF NON-TANGENCY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR;
THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N89°26'45"W, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 199.46 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EDGE OF TAYLOR CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 11;
THENCE ALONG THE EASTERLY EDGE OF TAYLOR CREEK, MORE OR LESS, FOR THE FOLLOWING 4 COURSES:
(1) THENCE N14°28'24"E, A DISTANCE OF 90.83 FEET;
(2) THENCE N17°52'43"E, A DISTANCE OF 36.13 FEET;
(3) THENCE N11°26'53"E, A DISTANCE OF 63.57 FEET;
(4) THENCE N23°04'28"E, A DISTANCE OF 72.94 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 5;
THENCE, DEPARTING THE EASTERLY EDGE OF TAYLOR CREEK, S89°26'45"E, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 251.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.39 ACRES, MORE OR LESS.

CERTIFICATE OF TITLE

I, TERENCE P. MCCARTHY, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY AS FOLLOWS:
1. RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION
2. ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192, F.S., HAVE BEEN PAID.
3. ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON.
4. THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED THIS 15th DAY OF DECEMBER, 2023

BY: Terence P. McCarthy
TERENCE P. MCCARTHY, ATTORNEY AT LAW

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION, OWNER OF THE LAND DESCRIBED AND SHOWN HEREON AS BRIDGEWATER ON TAYLOR CREEK, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

1) ACCESS TRACT
TRACT A, AS SHOWN HEREON, IS HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR ACCESS AND PARKING PURPOSES FOR THE OWNERS OF LOTS IN THIS SUBDIVISION AND SHALL BE THE BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

2) DRY DETENTION AREAS
THE DRY DETENTION AREAS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

3) OPEN SPACE TRACTS
THE OPEN SPACE TRACTS OS-1 AND OS-2, AS SHOWN HEREON, ARE HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

4) UTILITY EASEMENTS
THE UTILITY EASEMENTS OVER A PORTION OF LOTS 1 THROUGH 12, ALL OF TRACT A, ALL OF TRACT OS-1 AND A PORTION OF TRACT OS-2, AS SHOWN HEREON ARE HEREBY DEDICATED TO TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE MAINTENANCE OF UTILITY SERVICE FACILITIES INCLUDING, WATER, SEWER, TELEPHONE AND CABLE TELEVISION, THE WATER AND SEWER SERVICE FACILITIES SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION.

IN WITNESS WHEREOF, B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION, HAS CAUSED THIS CERTIFICATE OF DEDICATION TO BE EXECUTED THIS 15th DAY OF DECEMBER, 2023.

SIGNED IN THE PRESENCE OF

Wally Chan Wally Chan
WITNESS 1 SIGNATURE WITNESS 2 SIGNATURE
Wally Chan Wally Chan
WITNESS 1 PRINTED NAME WITNESS 2 PRINTED NAME

B & T FAIR INVESTMENTS, INC.,
A FLORIDA CORPORATION
Subarna Joshi
SUBARNA JOSHI, PRESIDENT VICE
CHACKO THOMAS.

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF OKEECHOBEE

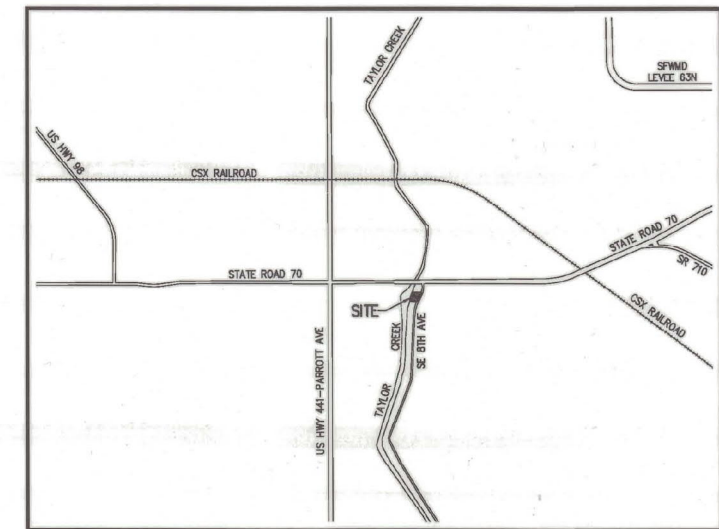
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS 15th DAY OF DECEMBER, 2023, BY SUBARNA JOSHI, AS PRESIDENT FOR B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED Driver's License AS IDENTIFICATION.

3/21/2026
MY COMMISSION EXPIRES:
HH243107
COMMISSION NUMBER

MARIAH MADRIGAL
Notary Public
State of Florida
Comm# HH243107
Expires 3/21/2026

Mariah Madrigal
SIGNATURE
Mariah madrigal
(PRINTED NAME) - NOTARY PUBLIC

SEAL
B & T FAIR INVESTMENTS, INC.



LOCATION MAP
SCALE: 1" = 2500'

ACCEPTANCE OF DEDICATION

BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON.

DATED THIS 15th DAY OF DECEMBER, 2023.

SIGNED IN THE PRESENCE OF

Wally Chan Wally Chan
WITNESS 1 SIGNATURE WITNESS 2 SIGNATURE
Wally Chan Wally Chan
WITNESS 1 PRINTED NAME WITNESS 2 PRINTED NAME

BRIDGEWATER ON TAYLOR CREEK
TOWNHOUSE ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION
Subarna Joshi
SUBARNA JOSHI, PRESIDENT

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF OKEECHOBEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS 15th DAY OF DECEMBER, 2023, BY SUBARNA JOSHI, AS PRESIDENT FOR BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED Driver's License AS IDENTIFICATION.

3/21/2026
MY COMMISSION EXPIRES:
HH243107
COMMISSION NUMBER

MARIAH MADRIGAL
Notary Public
State of Florida
Comm# HH243107
Expires 3/21/2026

Mariah Madrigal
SIGNATURE
Mariah madrigal
(PRINTED NAME) - NOTARY PUBLIC

SEAL

MORTGAGEE'S CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED HEREON BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS FILE NUMBER 2022005264 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

DATED THIS 15th DAY OF DECEMBER, 2023

SIGNED IN THE PRESENCE OF

Andrew Calderon Andrew Calderon
WITNESS 1 SIGNATURE WITNESS 2 SIGNATURE
Andrew Calderon Andrew Calderon
WITNESS 1 PRINTED NAME WITNESS 2 PRINTED NAME

WACHULA STATE BANK
BY: Mark Delaney
MARK DELANEY, VICE PRESIDENT

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF OKEECHOBEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS 15th DAY OF DECEMBER, 2023, BY MARK DELANEY AS VICE PRESIDENT FOR WACHULA STATE BANK, ON BEHALF OF THE BANK, WHO IS [X] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

July 12, 2026
MY COMMISSION EXPIRES:
HH312824
COMMISSION NUMBER

LAURA SANCHEZ
Notary Public-State of Florida
Commission # HH312824
My Commission Expires
July 12, 2026

Laura Sanchez
SIGNATURE
Laura Sanchez
(PRINTED NAME) - NOTARY PUBLIC

SEAL

CLERK'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

I, JERALD D. BRYANT, CLERK OF THE CIRCUIT COURT OF OKEECHOBEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.
DATED THIS _____ DAY OF _____, 2023.

APPROVAL BY CITY OF OKEECHOBEE

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA.
THIS _____ DAY OF _____, 2023.

ATTEST

Douling R. Watford, Jr., MAYOR

LANE GAMOTEA, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

JOHN J. FUMERO, CITY ATTORNEY

CERTIFICATE OF REVIEW

IN ACCORDANCE WITH CHAPTER 177.081 FLORIDA STATUTES, THIS PLAT WAS REVIEWED FOR CONFORMANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES. WHILE RANDOM CHECKS OF GEOMETRIC DATA SHOWN HEREON WERE PERFORMED, NO REPRESENTATION HAS BEEN MADE TO THE FULL VERIFICATION OF THE DATA SHOWN HEREON.

BY: Thomas Michael Rocks, Jr.
THOMAS MICHAEL ROCKS, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 6347

SURVEYOR'S NOTES

1. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

2. BEARINGS SHOWN HEREON ARE GRID BEARINGS, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA EAST ZONE 0901 AND BASED ON GLOBAL POSITIONING SYSTEM (GPS), REAL TIME KINEMATIC OBSERVATIONS UTILIZING THE TRIMBLE "VRS NOW" NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS WITH REDUNDANT MEASUREMENTS TO VERIFY ACCURACY.

CERTIFICATE OF SURVEYOR AND MAPPER

I, JOHN J. RICE, HEREBY CERTIFY THAT THIS PLAT OF BRIDGEWATER ON TAYLOR CREEK, AS SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET AS REQUIRED BY LAW; AND, FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

John J. Rice
JOHN J. RICE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS4506
TRADEWINDS SURVEYING GROUP, LLC
200 SW 3RD AVE., OKEECHOBEE FL 34974
LICENSED BUSINESS NUMBER LB8360

DATE: 12/14/23

SEAL
REVIEWING SURVEYOR

SEAL
JOHN J. RICE, P.S.M.

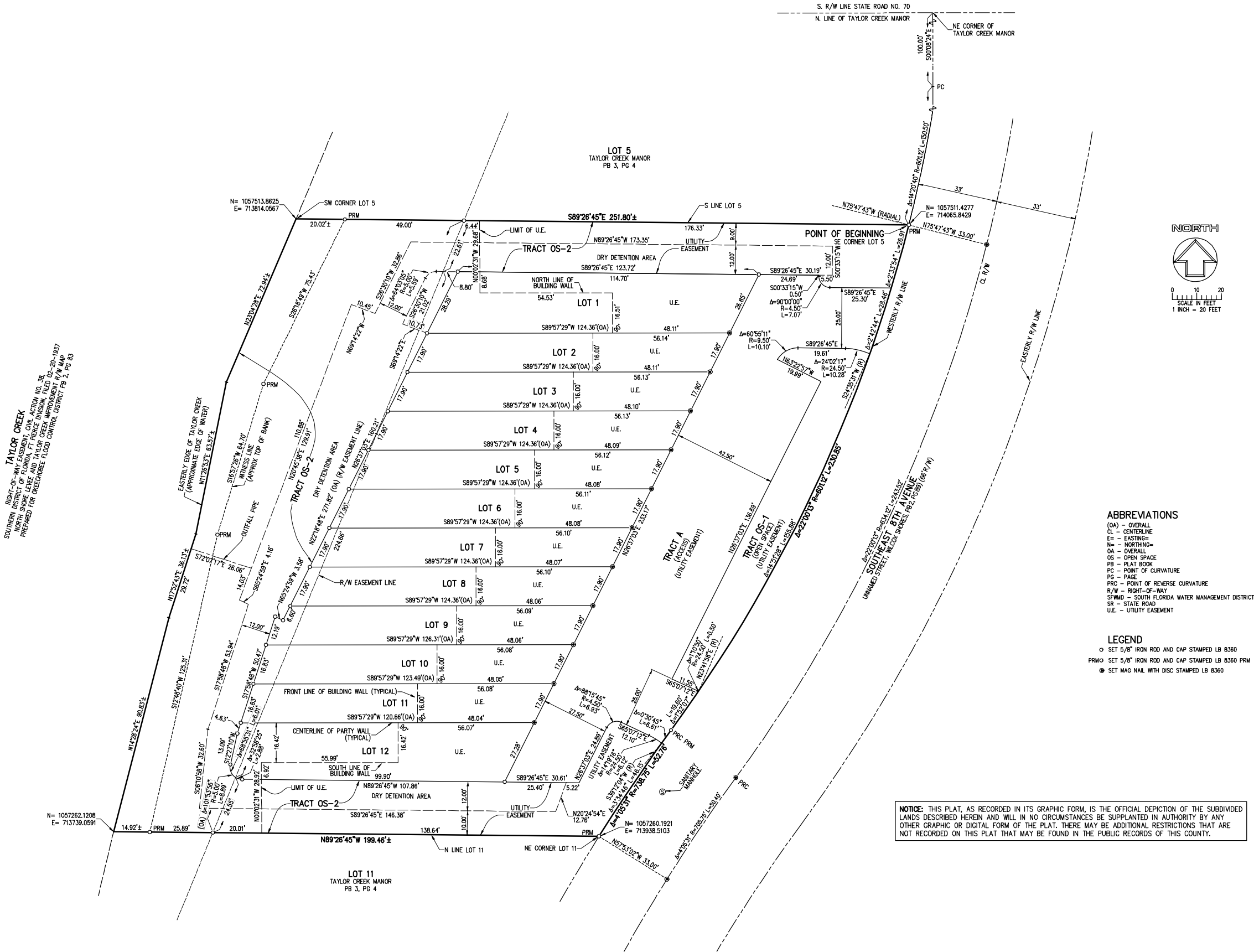
THIS INSTRUMENT WAS PREPARED BY: JOHN J. RICE, P.S.M.
IN THE OFFICE OF TRADEWINDS SURVEYING GROUP, LLC

TRADEWINDS SURVEYING GROUP, LLC
200 Southwest 3rd Avenue, Okeechobee, FL 34974
Tel: (863) 763-2887 Fax: (863) 763-4342
Licensed Business Number LB 8360

BRIDGEWATER ON TAYLOR CREEK

A SUBDIVISION IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA, BEING A REPLAT OF ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

PLAT BOOK _____, PAGE _____
SHEET 2 OF 2



THIS INSTRUMENT WAS PREPARED BY: JOHN J. RICE, P.S.M.
IN THE OFFICE OF TRADEWINDS SURVEYING GROUP, LLC

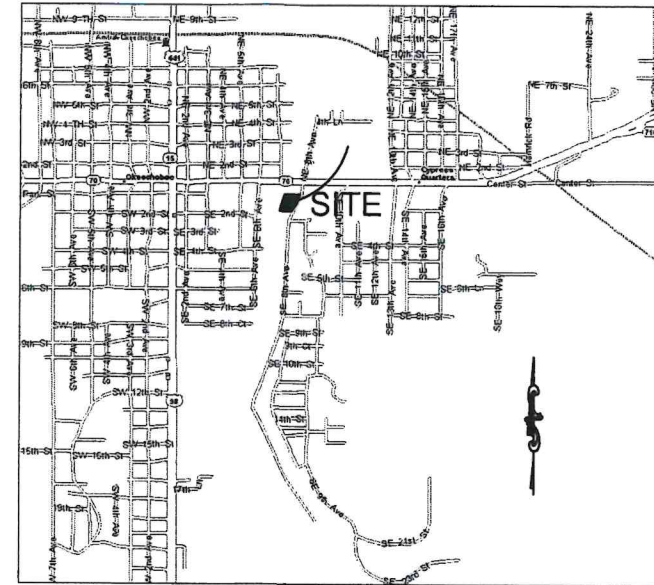
TRADEWINDS SURVEYING GROUP, LLC
200 Southwest 3rd Avenue, Okeechobee, FL 34974
Tel: (863) 763-2887 Fax: (863) 763-4342
Licensed Business Number LB 8360

SURVEY

BOUNDARY SURVEY PREPARED FOR B & T FAIR INVESTMENTS, INC.



LOCATION MAP: (NOT TO SCALE)



DESCRIPTION:

A PARCEL OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, SAID CORNER BEING ON THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR THE UNNAMED STREET, 66 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, AND AS DEDICATED AND SHOWN ON THE PLAT OF WILCOX SHORES, PLAT BOOK 2, PAGE 88, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, NOW NAMED SOUTHEAST 8TH AVENUE, SAID CORNER BEING A POINT ON A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 601.12 FEET, A RADIAL LINE BEARS N75°47'43"W FROM SAID POINT TO THE RADIUS POINT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES; (1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 22°00'13", A DISTANCE OF 230.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 738.75 FEET; (2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 4°05'31", A DISTANCE OF 52.76 FEET, TO A POINT OF NON-TANGENCY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N89°26'45"W, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 199.48 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EDGE OF TAYLOR CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE EASTERLY EDGE OF TAYLOR CREEK, MORE OR LESS, FOR THE FOLLOWING 4 COURSES; (1) THENCE N14°28'24"E, A DISTANCE OF 80.83 FEET; (2) THENCE N17°52'43"E, A DISTANCE OF 36.13 FEET; (3) THENCE N11°26'53"E, A DISTANCE OF 63.57 FEET; (4) THENCE N23°04'28"E, A DISTANCE OF 72.94 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 5; THENCE, DEPARTING THE EASTERLY EDGE OF TAYLOR CREEK, S89°26'45"E, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 251.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 1.39 ACRES, MORE OR LESS

PROJECT SPECIFIC NOTES:

- 1) UNLESS SHOWN OTHERWISE, ALL DIMENSIONS ARE PLAT(P) AND MEASURED(M).
- 2) SITE ADDRESS: 116 S.E. 8TH AVENUE
- 3) PARCEL ID: 3-22-37-35-0260-00000-0060
- 4) F.I.R.M. ZONE: AE (B.F.E. 16) & "X", MAP NO. 12093C0480C, DATED 07/16/15.
- 5) BEARING REFERENCE: THE SOUTH LINE OF LOT 5 IS TAKEN TO BEAR SOUTH 89°26'45"E EAST.
- 6) THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 7) THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
- 8) THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 9) NO SEARCH OF THE PUBLIC RECORDS FOR DETERMINATION OF OWNERSHIP OR RESTRICTIONS AFFECTING THE LAND SHOWN WAS PERFORMED BY THE SURVEYOR.
- 10) NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR USE BY OTHERS NOT SPECIFICALLY NAMED.
- 11) NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS (IF ANY) AS PART OF THIS SURVEY.
- 12) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 13) DATE OF LAST FIELD SURVEY: 09/21/23.

PROJECT SPECIFIC LEGEND:

ID = IDENTIFICATION
ASBLT = ASBLT ELEVATION

PREPARED FOR THE EXCLUSIVE USE OF:
B & T FAIR INVESTMENTS, INC.
WAUCHULA STATE BANK

STANDARD NOTES:

1. No search of the public records for determination of ownership or restrictions affecting the lands shown was performed by the surveyor.
2. The survey depicted here is prepared exclusively for those parties noted.
3. No responsibility or liability is assumed by the surveyor for use by others not specifically named.
4. Not valid without the signature and seal of Florida licensed surveyor and mapper #4506.
5. There are no visible above ground encroachments except as shown.
6. No attempt was made to locate underground improvements and/or encroachments (if any) as part of this survey.
7. This survey was prepared in accordance with and conforms to the standards of practice for professional surveyors and mappers as outlined in Chapter 53-17, Florida Administrative Code.

DESCRIPTION	DWG. DATE	FB/PC	BY	CK
BOUNDARY & TOPO SURVEY	08/30/21	372/68-70	WC	JJR
SITE PLAN	12/27/21	FILE	WC	JJR
FOUNDATION TIE	02/21/22	FILE	WC	JJR
FOUNDATION TIE	03/15/22	FILE	WC	JJR
FINAL TIE/RECORD ASBLT	09/21/23	400/36-37	WC	JJR

SCALE 1" = 20'

SHEET 1 OF 1

DRAWING NUMBER: 21-364

TRADEWINDS SURVEYING GROUP, LLC.

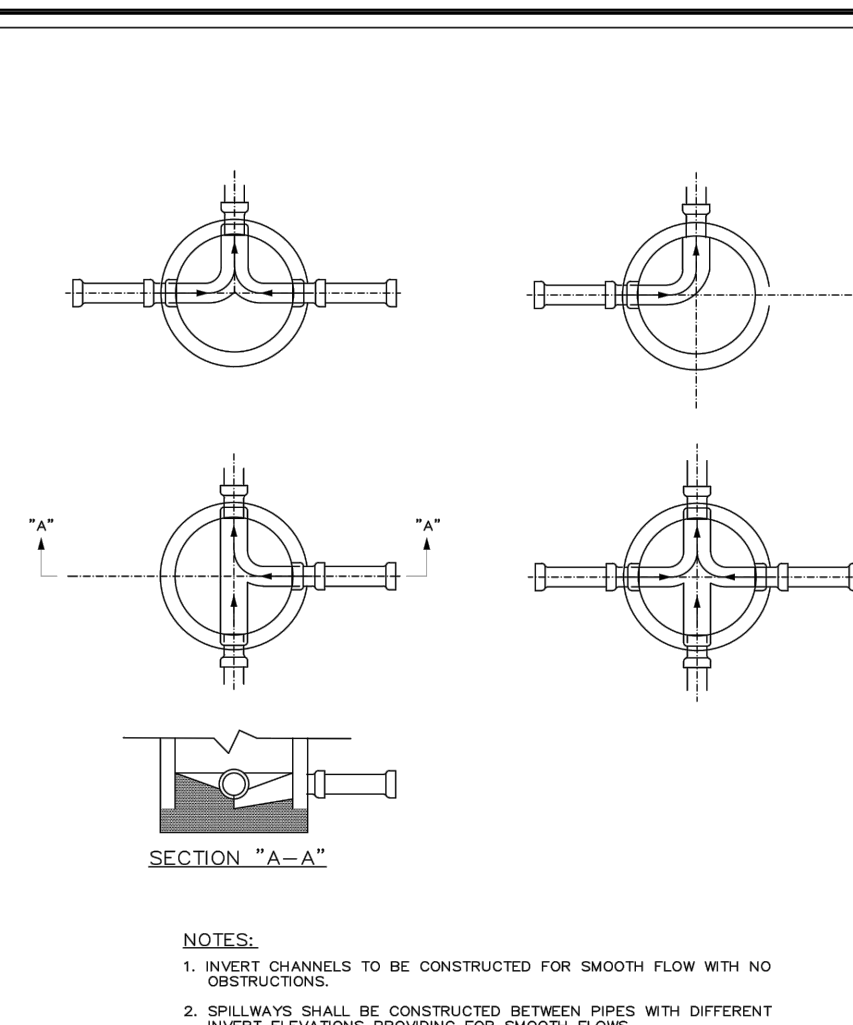
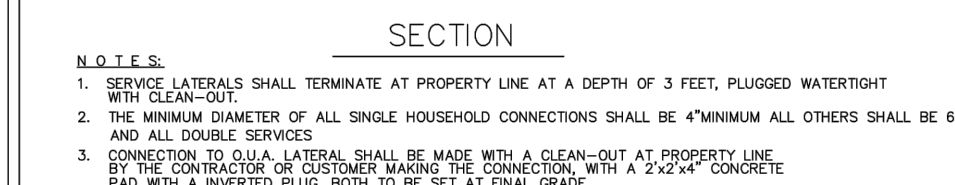
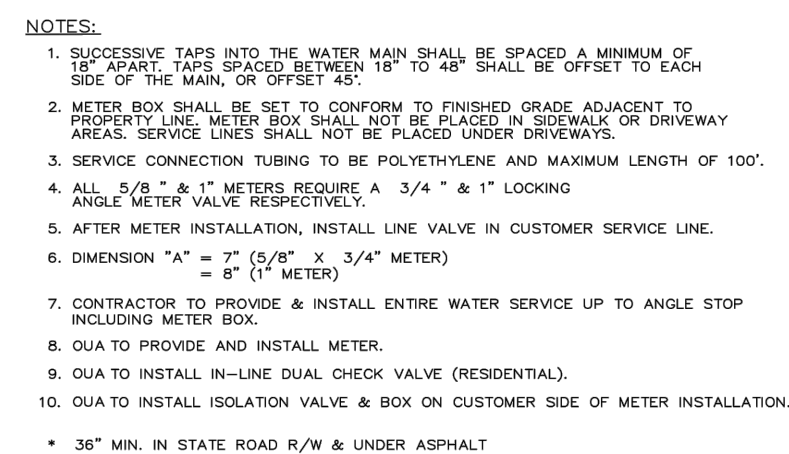
200 SW 3rd Avenue
Okeechobee, FL 34974
Tel: (863) 763-2887
Fax: (863) 763-4342

John J. Rice, P.S.M. (LS 4506)

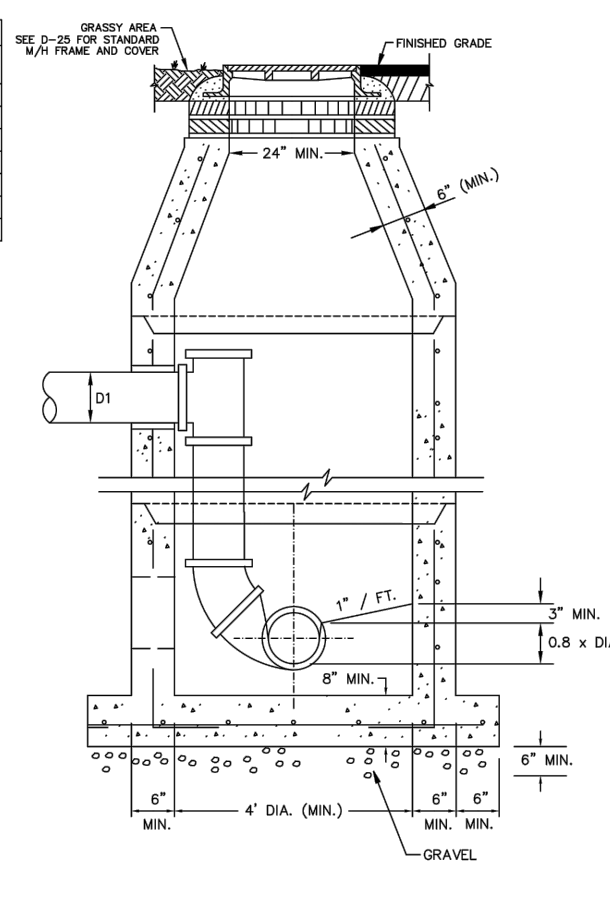
STATE OF FLORIDA

Professional Surveyor & Mapper

LB 8360



INLET PIPE DIAMETER "D1"	DROP PIPE DIAMETER "D2"
8"	8"
10"	8"
12"	10"
15"	12"
18"	15"
21"	18"
24"	18"



- NOTES:
1. INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
 2. SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.
 3. CHANNELS FOR FUTURE CONSTRUCTION (STUBS) SHALL BE CONSTRUCTED, FILLED WITH SAND, AND COVERED WITH 1" OF MORTAR.
 4. SLOPE MANHOLE WITH A 1:2 SLOPE FROM MANHOLE WALL TO CHANNEL.
 5. INVERT SHALL BE A MINIMUM OF 1/2 THE DIAMETER OF THE LARGEST PIPE OR 4" DEEP.

- NOTES:
1. ONE WAY CLEANOUT (SWEEP TO STREET SERVICE).
 2. CLEAN OUT SHALL BE LOCATED ON RIGHT OF WAY LINE.
 3. IN TRAFFIC AREAS A METAL CLEANOUT COVER AND LID SHALL BE INSTALLED OVER PVC CLEANOUT.
 4. ALL CLEAN OUT'S REQUIRE AN INSPECTION.

- NOTES:
1. ALL DETAILS AND SPECIFICATIONS FOR STANDARD MANHOLES ARE APPLICABLE EXCEPT FOR REFERENCES TO DROP ASSEMBLY.
 2. THE PRECAST BASE SHALL EXTEND FULLY UNDER THE DROP ASSEMBLY.
 3. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2.0 FEET OR MORE ABOVE THE MAIN CHANNEL INVERT.
 4. SOLVENT TYPE JOINT PVC FITTINGS MAY BE UTILIZED IN THE DROP ASSEMBLY ONLY.
 5. INSIDE DROP MAY BE USED ONLY IN EXISTING SEWERS AND WITH PRIOR APPROVAL OF OUA.

NOTES:

1. AUTHORIZED SERVICE LINE MATERIAL SHALL BE POLYETHYLENE TUBING.
2. MULTIPLE SERVICE/METER INSTALLATIONS OF MORE THAN 4 METERS PER SERVICE AND SERVICE LINES LARGER THAN 2" IN DIAMETER SHALL BE HANDLED ON AN INDIVIDUAL BASIS.
3. NO FITTINGS BETWEEN CORP. STOP & ANGLE VALVE OR CORP. STOP & "B" BRANCH FOR MULTIMETER INSTALLATIONS.

[illegible]

Percentage of population aged 65 and over in 2000

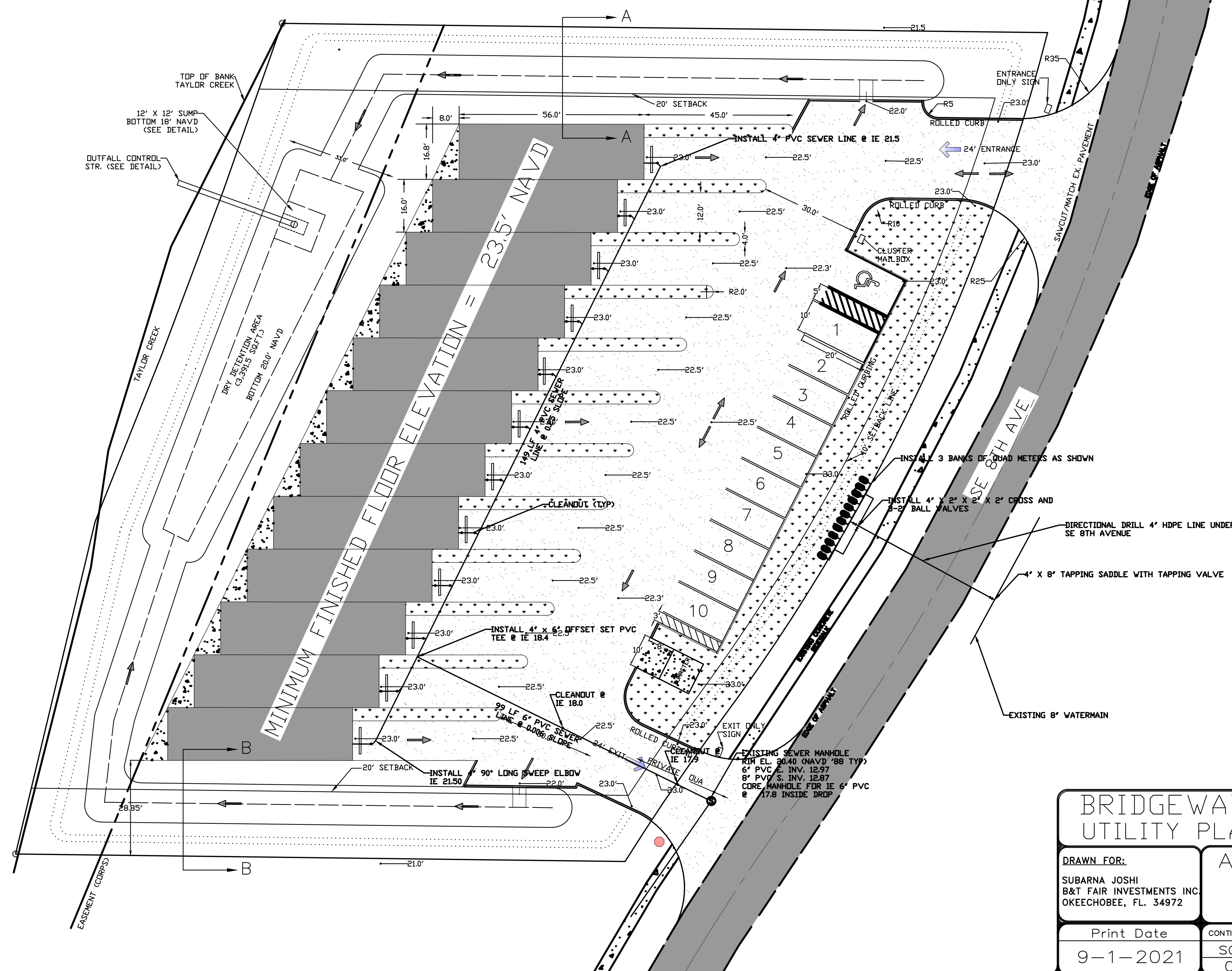
Australia Canada France Germany Italy Japan Korea Sweden Switzerland Taiwan United Kingdom United States

EASE

Diagram illustrating the minimum finished floor elevation for a ramp. The diagram shows a cross-section of a ramp with a 20% set back. The minimum finished floor is indicated by a dashed line. The ramp is labeled "MINIMUM FINISHED FLOOR" and "20% SET BACK". The finished floor is labeled "FINISHED FLOOR" and "23.0'".

This plan view illustrates the layout for a sanitary sewer main installation. The main line is shown as a solid line with a 6-inch PVC sewer, labeled "99 LF 6\" PVC SEWER @ S = 0.006 (SLOPE)". It features a "CLEANOUT (TYP)" and a "CLEANOUT @ IE 18.0'". A "90° LONG SWEEP ELBOW @ 22.0'" is also indicated. The main line connects to a "ROLLED SUB-CLEANOUT @ IE 17.9'" and an "EXIT ONLY SIGN". The existing sewer main is shown as a dashed line, labeled "EXISTING SEWER MAIN @ 22.0' 6\" PVC S. INV. 8\" PVC S. INV. 12\" DFE INV. 12\"". The plan view also shows a "34\" EXIT" and a "34\" ROLL" (likely a rolled curb). The main line is offset from the existing sewer main by "4\" & 6\" OFFSET SET PVC TEE @ IE 18.4'". The plan view includes various elevation points (e.g., 23.0', 22.5', 22.3', 22.2') and stationing (e.g., 145+00, 146+00, 147+00, 148+00, 149+00, 150+00, 151+00, 152+00, 153+00, 154+00, 155+00, 156+00, 157+00, 158+00, 159+00, 160+00, 161+00, 162+00, 163+00, 164+00, 165+00, 166+00, 167+00, 168+00, 169+00, 170+00, 171+00, 172+00, 173+00, 174+00, 175+00, 176+00, 177+00, 178+00, 179+00, 180+00, 181+00, 182+00, 183+00, 184+00, 185+00, 186+00, 187+00, 188+00, 189+00, 190+00, 191+00, 192+00, 193+00, 194+00, 195+00, 196+00, 197+00, 198+00, 199+00, 200+00, 201+00, 202+00, 203+00, 204+00, 205+00, 206+00, 207+00, 208+00, 209+00, 210+00, 211+00, 212+00, 213+00, 214+00, 215+00, 216+00, 217+00, 218+00, 219+00, 220+00, 221+00, 222+00, 223+00, 224+00, 225+00, 226+00, 227+00, 228+00, 229+00, 230+00, 231+00, 232+00, 233+00, 234+00, 235+00, 236+00, 237+00, 238+00, 239+00, 240+00, 241+00, 242+00, 243+00, 244+00, 245+00, 246+00, 247+00, 248+00, 249+00, 250+00, 251+00, 252+00, 253+00, 254+00, 255+00, 256+00, 257+00, 258+00, 259+00, 260+00, 261+00, 262+00, 263+00, 264+00, 265+00, 266+00, 267+00, 268+00, 269+00, 270+00, 271+00, 272+00, 273+00, 274+00, 275+00, 276+00, 277+00, 278+00, 279+00, 280+00, 281+00, 282+00, 283+00, 284+00, 285+00, 286+00, 287+00, 288+00, 289+00, 290+00, 291+00, 292+00, 293+00, 294+00, 295+00, 296+00, 297+00, 298+00, 299+00, 300+00, 301+00, 302+00, 303+00, 304+00, 305+00, 306+00, 307+00, 308+00, 309+00, 310+00, 311+00, 312+00, 313+00, 314+00, 315+00, 316+00, 317+00, 318+00, 319+00, 320+00, 321+00, 322+00, 323+00, 324+00, 325+00, 326+00, 327+00, 328+00, 329+00, 330+00, 331+00, 332+00, 333+00, 334+00, 335+00, 336+00, 337+00, 338+00, 339+00, 340+00, 341+00, 342+00, 343+00, 344+00, 345+00, 346+00, 347+00, 348+00, 349+00, 350+00, 351+00, 352+00, 353+00, 354+00, 355+00, 356+00, 357+00, 358+00, 359+00, 360+00, 361+00, 362+00, 363+00, 364+00, 365+00, 366+00, 367+00, 368+00, 369+00, 370+00, 371+00, 372+00, 373+00, 374+00, 375+00, 376+00, 377+00, 378+00, 379+00, 380+00, 381+00, 382+00, 383+00, 384+00, 385+00, 386+00, 387+00, 388+00, 389+00, 390+00, 391+00, 392+00, 393+00, 394+00, 395+00, 396+00, 397+00, 398+00, 399+00, 400+00, 401+00, 402+00, 403+00, 404+00, 405+00, 406+00, 407+00, 408+00, 409+00, 410+00, 411+00, 412+00, 413+00, 414+00, 415+00, 416+00, 417+00, 418+00, 419+00, 420+00, 421+00, 422+00, 423+00, 424+00, 425+00, 426+00, 427+00, 428+00, 429+00, 430+00, 431+00, 432+00, 433+00, 434+00, 435+00, 436+00, 437+00, 438+00, 439+00, 440+00, 441+00, 442+00, 443+00, 444+00, 445+00, 446+00, 447+00, 448+00, 449+00, 450+00, 451+00, 452+00, 453+00, 454+00, 455+00, 456+00, 457+00, 458+00, 459+00, 460+00, 461+00, 462+00, 463+00, 464+00, 465+00, 466+00, 467+00, 468+00, 469+00, 470+00, 471+00, 472+00, 473+00, 474+00, 475+00, 476+00, 477+00, 478+00, 479+00, 480+00, 481+00, 482+00, 483+00, 484+00, 485+00, 486+00, 487+00, 488+00, 489+00, 490+00, 491+00, 492+00, 493+00, 494+00, 495+00, 496+00, 497+00, 498+00, 499+00, 500+00, 501+00, 502+00, 503+00, 504+00, 505+00, 506+00, 507+00, 508+00, 509+00, 510+00, 511+00, 512+00, 513+00, 514+00, 515+00, 516+00, 517+00, 518+00, 519+00, 520+00, 521+00, 522+00, 523+00, 524+00, 525+00, 526+00, 527+00, 528+00, 529+00, 530+00, 531+00, 532+00, 533+00, 534+00, 535+00, 536+00, 537+00, 538+00, 539+00, 540+00, 541+00, 542+00, 543+00, 544+00, 545+00, 546+00, 547+00, 548+00, 549+00, 550+00, 551+00, 552+00, 553+00, 554+00, 555+00, 556+00, 557+00, 558+00, 559+00, 560+00, 561+00, 562+00, 563+00, 564+00, 565+00, 566+00, 567+00, 568+00, 569+00, 570+00, 571+00, 572+00, 573+00, 574+00, 575+00, 576+00, 577+00, 578+00, 579+00, 580+00, 581+00, 582+00, 583+00, 584+00, 585+00, 586+00, 587+00, 588+00, 589+00, 590+00, 591+00, 592+00, 593+00, 594+00, 595+00, 596+00, 597+00, 598+00, 599+00, 600+00, 601+00, 602+00, 603+00, 604+00, 605+00, 606+00, 607+00, 608+00, 609+00, 610+00, 611+00, 612+00, 613+00, 614+00, 615+00, 616+00, 617+00, 618+00, 6

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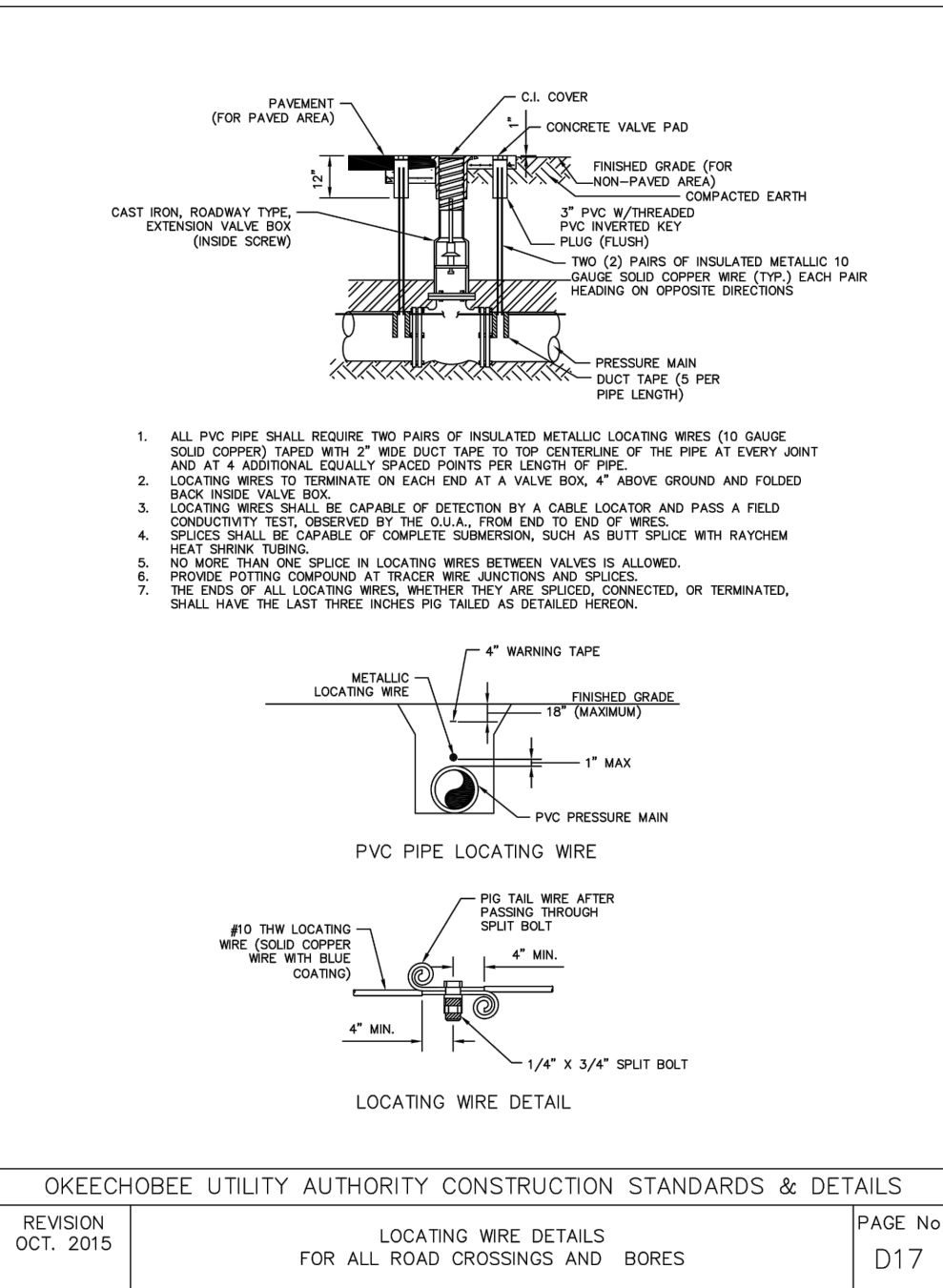
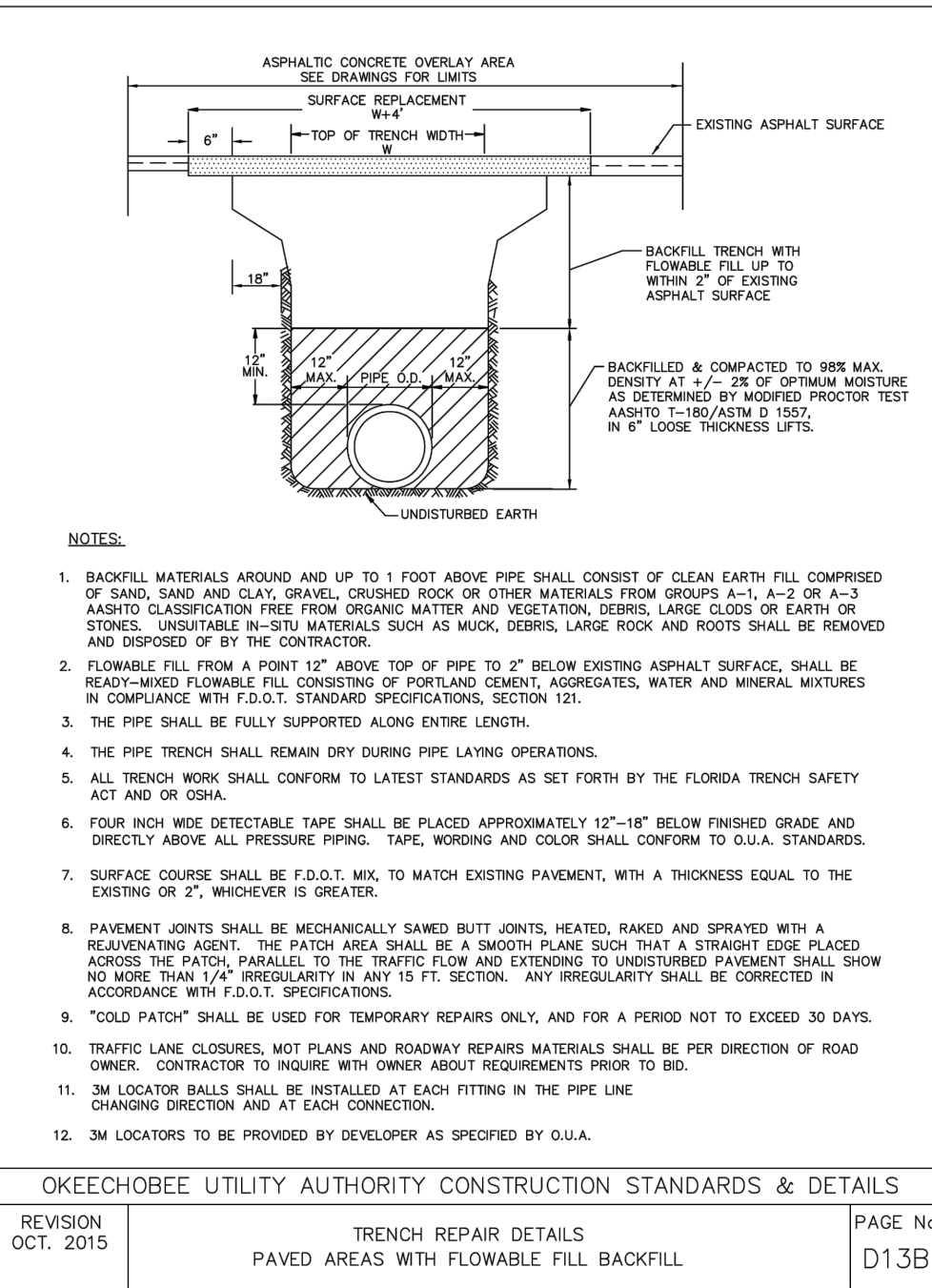
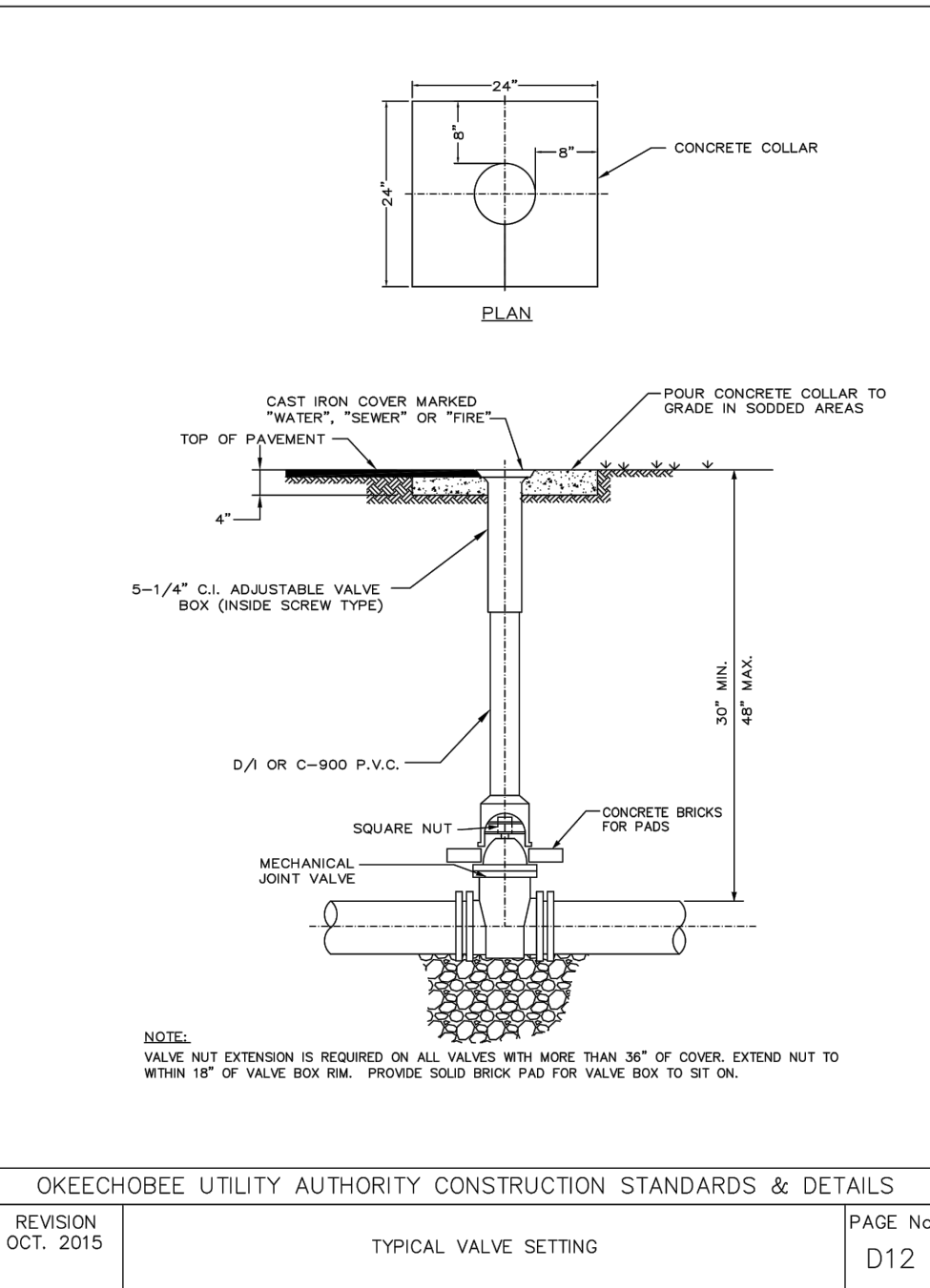
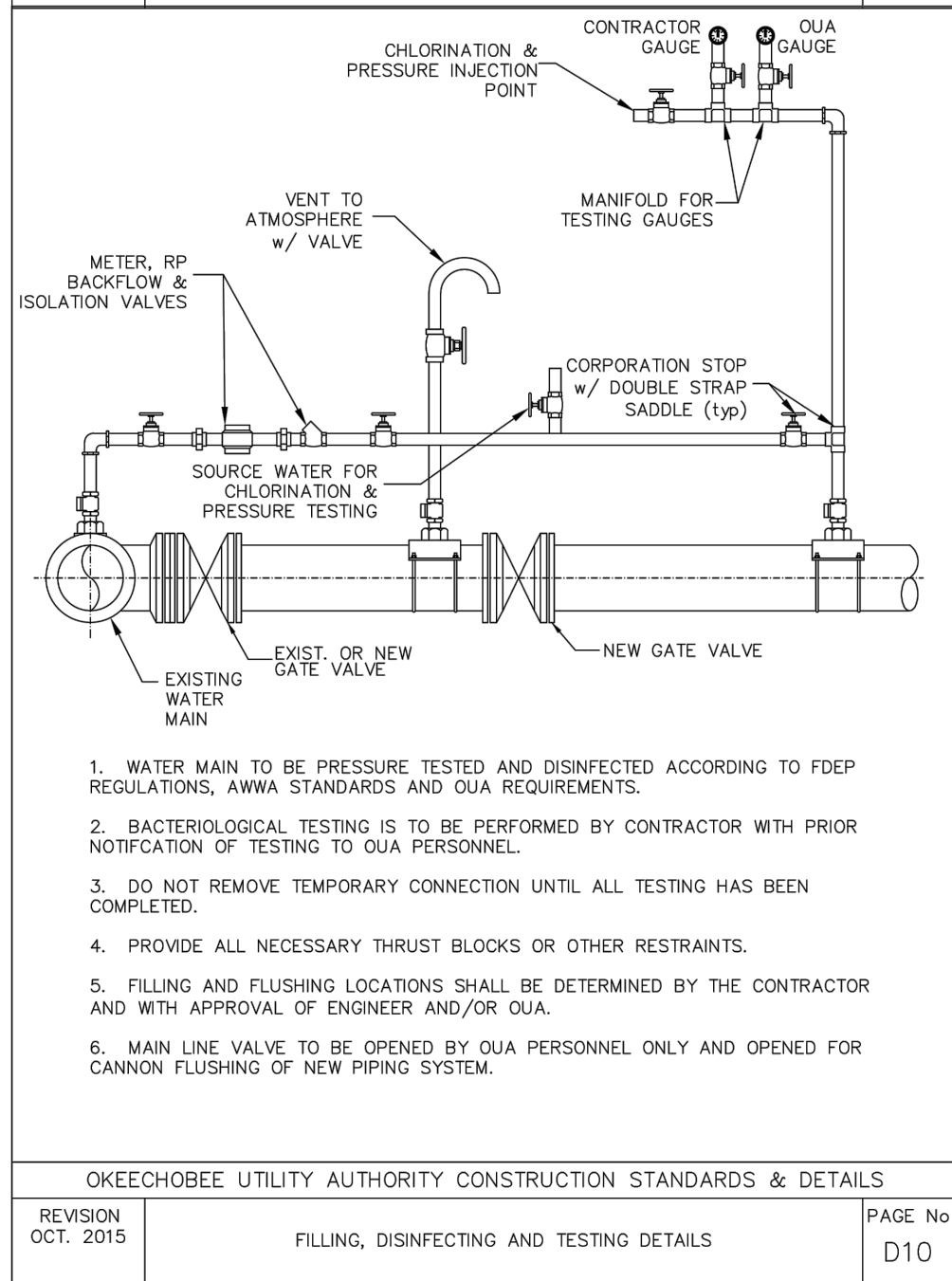
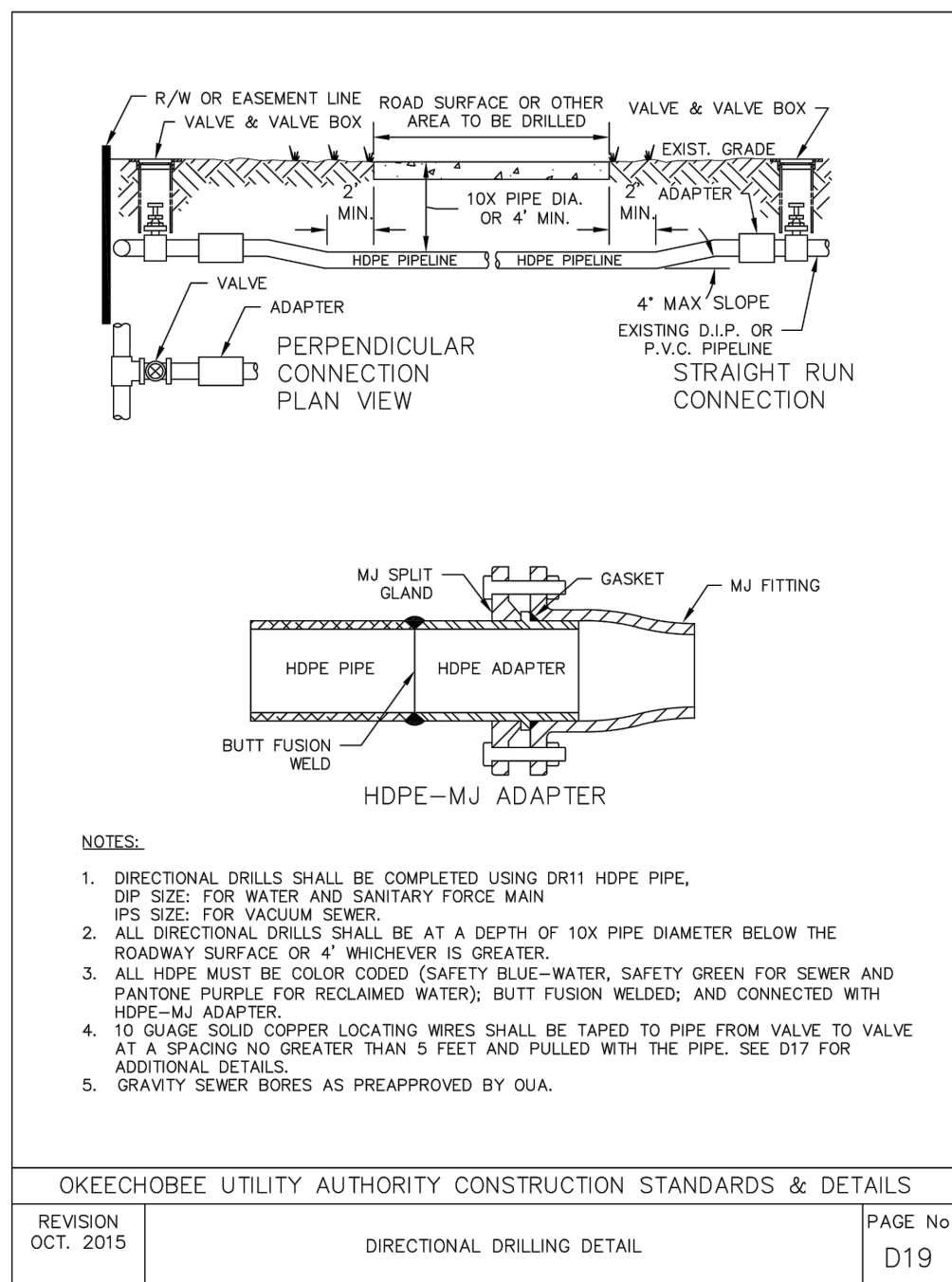


TAYLOR CREEK T.O.B.	
PROPERTY LINE	
EDGE OF DRIVEWAY	
CENTERLINE	
TAYLOR CREEK RW	
TOWNHOUSES	
EDGE OF SIDEWALK	
SET BACK LINE	
TOP PERIMETER BERM	
PROP. ELEVATION	23.0'
	STOP SIGN
WATER FLOW	PROP. CWS
TRAFFIC FLOW	STOP BAR






P.O. Box 1998
OKEECHOBEE, FLORIDA 34973-1998
TEL: (863) 763-8546 CELL: (863) 610-0043

EXHIBIT

4



BRIDGEWATER ON TAYLOR CREEK UTILITY DETAILS			
DRAWN FOR: SUBARNA JOSHI B&T FAIR INVESTMENTS INC OKEECHOBEE, FL. 34972		P.O. Box 1998 OKEECHOBEE, FLORIDA 34973-1998 TEL: (863) 763-8546 CELL: (863) 610-0043	
Print Date 04-26-22	CONTIGUOUS OWNERSHIP (1.29 AC) SCALE N/A 06042021-01	CADD FILE: Site Plan.dwg CERTIFICATE OF AUTHORIZATION NO. 26134	EXHIBIT 5

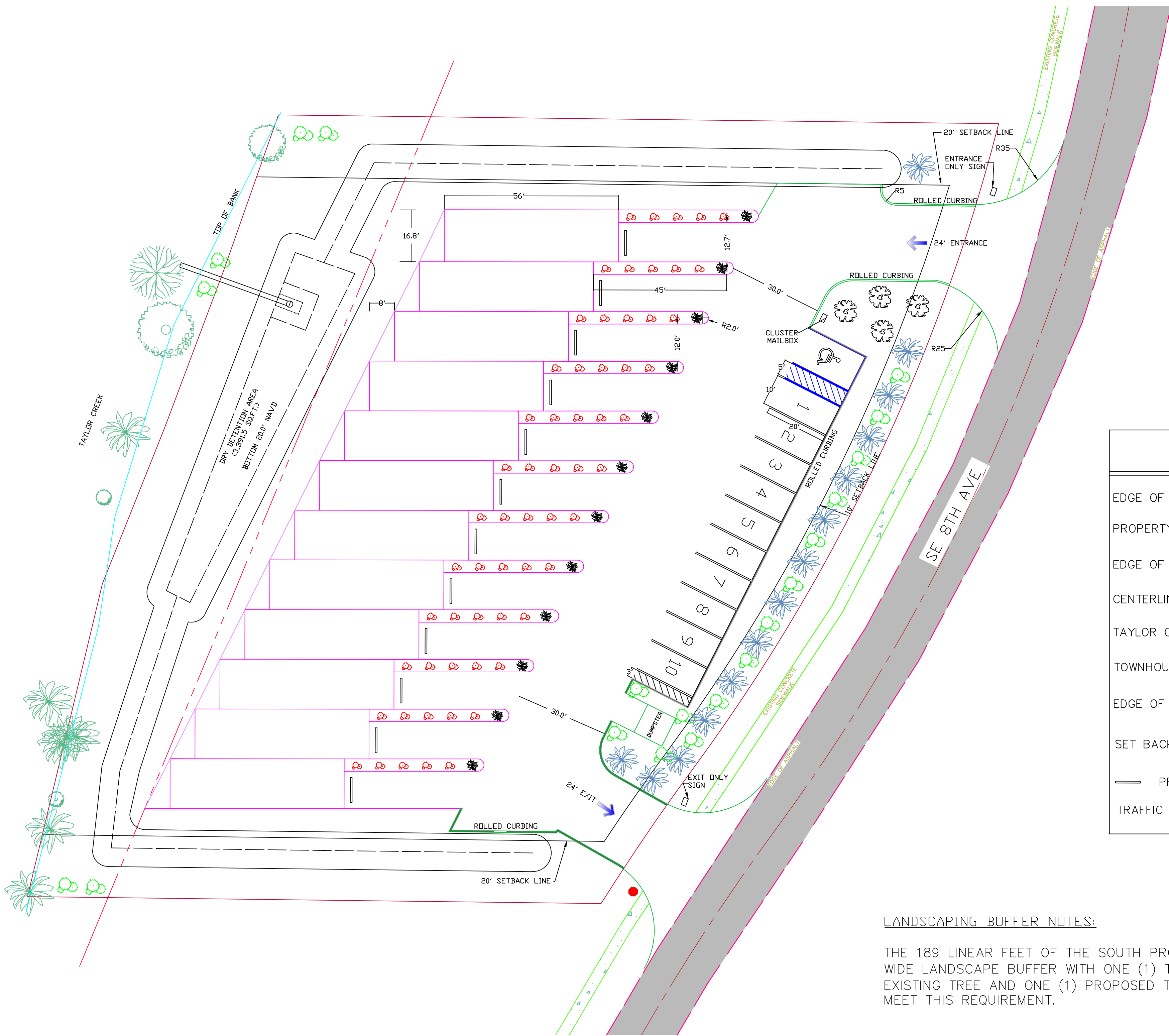
LANDSCAPING TABLE		
REQUIRED LANDSCAPING		NOTES
36	TREES	1. The four (4) existing oak trees at the front of the property are to be removed. 2. The shrub symbols (G3) & (C2) represents three (3) shrubs. 3. The Foxtail Palms should be planted a minimum of fifteen (15) feet apart. 4. According to landscaping requirements, tree clusters shall not exceed 50' on centers abutting the street.
42	SHRUBS	
EXISTING TREES TO REMAIN		
7	TOTAL	
PROPOSED LANDSCAPING		
	42	COCOPLUM Chrysobalanus icaco (Red Tip)
	78	SWEET VIBURNUM Viburnum odoratissimum
	14	FOXTAIL PALMS Wodyetia bifurcata
	12	SABAL PALMS Sabal palmetto
	4	CREPE MYRTLES Lagerstroemia indica
LANDSCAPING PROVIDED		
37	TREES & 120 SHRUBS	

LANDSCAPING NOTES:

- ALL PLANTS WILL BE FLORIDA GRADE NO. 1 (OR BETTER) IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. NURSERY STOCK SHALL MEET MINIMUM REQUIREMENTS OF THE "AMERICAN STANDARDS FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
- PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, FREE FROM MUTILATION, PLANT DISEASES, INSECT PESTS OR THEIR EGGS, AND FUNGUS AND SHALL HAVE HEALTHY NORMAL ROOT SYSTEMS. PLANTS SHALL BE NURSERY STOCK IN CONTAINERS OR FRESHLY DUG, BALLED AND BURLAPPED.
- CALIPER MEASUREMENT, HEIGHT MEASUREMENT, HEIGHT RELATION TO CALIPER SPREAD, BARE ROOT AND BALL DIMENSIONS, NUMBER OF CANES, TYPES OF VINES AND GROUND COVERS, ETC., SHALL CONFORM TO APPLICABLE STANDARDS GIVEN IN THE "ASNS".
- EXISTING TREES, LOCATED WHERE PARKING AND/OR BUILDING CONSTRUCTION IS PROPOSED, ARE TO BE REMOVED. EXISTING TREES LOCATED OUTSIDE THE WEST LEG OF THE PERIMETER BERM (ALONG THE BANK LEADING TO TAYLOR CREEK) ARE TO BE RETAINED.
- WE HEREBY CERTIFY THAT THE LANDSCAPING PLANS ARE IN FULL AND COMPLETE COMPLIANCE WITH THE LANDSCAPING REQUIREMENTS OF THE CITY OF OKEECHOBEE LAND DEVELOPMENT REGULATIONS.
- EXISTING TREES LOCATIONS WERE PROVIDED WITH THE SURVEY BY TRADEWINDS SURVEYING GROUP, LLC.
- PER LDC SECTION 90-533(7), THE REMAINDER OF THE PARKING LANDSCAPE AREAS SHALL BE LANDSCAPED WITH GRASS, GROUND COVER OR OTHER LANDSCAPING MATERIAL (SUCH AS MULCH).
- PER LDC SECTION 90-538(D) AND 90-543, TREES AND SHRUBS SHALL NOT BE PLANTED IN A LOCATION WHERE AT MATURITY THEY WOULD INTERFERE WITH UTILITY SERVICES.

SHRUB NOTES:

- COCOPLUM IS ONE OF THE MOST COMMON HEDGES IN SOUTH FLORIDA. IT DOESN'T GROW FAST, SO TRIMMING IS MINIMAL WHEN COMPARED TO A FIGUS HEDGE. THE NEW LEAVES ARE COLORED RED, WHICH GIVES IT MORE COLOR THAN TRADITIONAL "ALL GREEN" HEDGES. IT IS A PERENNIAL, WITH A LOW WATER REQUIREMENT (ONCE ESTABLISHED). FULL OR PARTIAL SUN IS RECOMMENDED. THE MAXIMUM HEIGHT IS AROUND FOUR (4) FEET.
- SWEET VIBURNUM BUSHES HAVE EXTREMELY FRAGRANT FLOWERS, BUT THE SHRUB CAN BE ENORMOUS. AT SIX (6) METERS TALL, IT CAN BE CONSIDERED A SMALL TREE. IN SPRINGTIME, THE ENTIRE CANOPY IS COVERED WITH TINY BLOSSOMS, MAKING THIS A LANDSCAPING FAVORITE. IT ENJOYS PARTIAL OR FULL SUN AND ACCEPTS ALMOST ANY TYPE OF SOIL FROM SANDS TO CLAYS, AS WELL AS, ACIDIC TO ALKALINE SOILS. ALTHOUGH THIS SHRUB IS RELATIVELY MAINTENANCE FREE, SHAPING WILL BE REQUIRED TO CONTROL IT'S SIZE AND SPREAD. SURFACE ROOTS ARE USUALLY NOT A PROBLEM AND THE SHRUB'S LONG-TERM HEALTH IS USUALLY NOT THREATENED BY PESTS.
- BOTH OF THESE SHRUBS REQUIRE WATERING ONLY UNTIL THEY BECOME ESTABLISHED. ONCE ESTABLISHED, NO IRRIGATION WILL BE REQUIRED.



LANDSCAPING BUFFER NOTES:

- THE 189 LINEAR FEET OF THE SOUTH PROPERTY LINE REQUIRES A TWO (2) FOOT WIDE LANDSCAPE BUFFER WITH ONE (1) TREE AND FOUR (4) SHRUBS. ONE (1) EXISTING TREE AND ONE (1) PROPOSED TREE AND SIX (6) PROPOSED SHRUBS MEET THIS REQUIREMENT.
- THE 265 LINEAR FEET OF THE WEST PROPERTY LINE REQUIRES A TWO (2) FOOT WIDE LANDSCAPE BUFFER WITH TWO (2) TREES AND FIVE (5) SHRUBS. EXISTING TREES AND SIX (6) PROPOSED SHRUBS MEET THIS REQUIREMENT.
- THE 231 LINEAR FEET OF NORTH PROPERTY LINE REQUIRES A TWO (2) FOOT WIDE LANDSCAPE BUFFER WITH TWO (2) TREES AND FIVE (5) SHRUBS. ONE (1) EXISTING TREE AND ONE (1) PROPOSED TREE AND SIX (6) SHRUBS MEET THIS REQUIREMENT.



SWEET VIBURNUM



COCOPLUM

BRIDGEWATER ON TAYLOR CREEK
LANDSCAPING PLAN

DRAWN FOR:
SUBARNA JOSHI
B&T FAIR INVESTMENTS INC.
OKEECHOBEE, FL. 34972

Print Date
10-27-2021

ASMUSSEN ENGINEERING, LLC.
P.O. Box 1998
OKEECHOBEE, FLORIDA 34973-1998
TEL: (863) 763-8546 CELL: (863) 610-0043

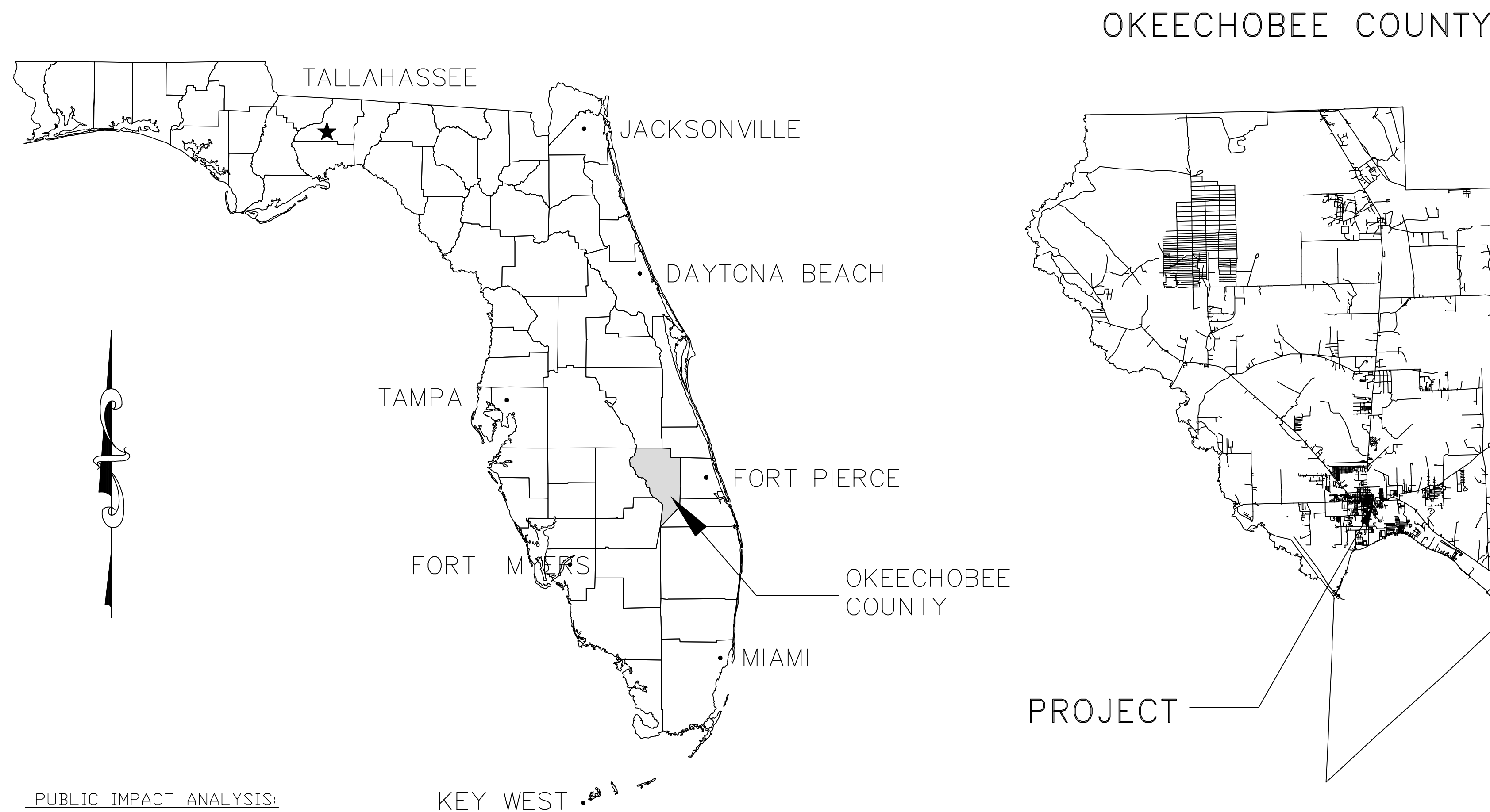
CONTIGUOUS OWNERSHIP (1.31 AC) CADD FILE: Site Plan.dwg
SCALE 1" = 20'
06042021-01

CERTIFICATE OF
AUTHORIZATION NO. 26134

EXHIBIT
1

BRIDGEWATER ON TAYLOR CREEK OKEECHOBEE, FLORIDA

SECTION 22/TOWNSHIP 37S/RANGE 35E
PARCEL IDS: 3-22-37-35-0260-00000-0060 & 3-22-37-35-0260-00000-0080



PUBLIC IMPACT ANALYSIS:

POTABLE WATER DEMAND = 3,000 GPD

WASTEWATER GENERATED = 3,000 GPD

SOLID WASTE GENERATED = 150 LBS/DAY

DESIGN STORM = 25 YEAR - 72 HOUR EVENT (9.0 INCHES)

PEAK DAILY TRAFFIC GENERATED = 96 TRIPS PER DAY

OWNER PROPOSES A TOWNHOUSE/CONDOMINIUM DEVELOPMENT CONSISTING TO TWELVE (12) TWO-STORY UNITS, WHICH ARE TO BE CONVEYED TO THIRD PARTIES.

TOWNHOUSE/CONDOMINIUM ASSOCIATION DOCUMENTS (PER CHAPTER 718 F.S.) ARE BEING PREPARED BY OTHERS, WHICH WILL ADDRESS THE RESPONSIBILITIES/REQUIREMENTS/RULES APPLICABLE TO EACH UNIT OWNER. THIS INCLUDES COLLECTION OF FEES TO FACILITATE MAINTENANCE OF THE COMMON AREAS, INCLUDING THE WATER MANAGEMENT SYSTEM (WMS) AND OUTFALL CONTROL STRUCTURE.

WMS WAS DESIGNED TO ADHERE TO EXISTING SFMWD RULES/CRITERIA FOR PROJECTS LOCATED IN THE S-133 (LAKE OKEECHOBEE) BASIN. ALLOWABLE DESIGN DISCHARGE FOR THE DESIGN EVENT (25 YR-3 DAY STORM) IN THE S-133 BASIN IS 15.6 CSM (OR 0.03 CFS). ENGINEER UTILIZED THE MINIMUM ALLOWABLE CIRCULAR BLEEDER DIAMETER (0.25'), WHICH RESULTED IN A DESIGN DISCHARGE OF 0.39 CFS. THE RESULTING PEAK DESIGN STAGE IS 21.8' NAVD, WHICH IS CONTAINED USING A PERIMETER BERM (TOP ELEVATION OF 23.0' NAVD).

PREPARED FOR:

B & T FAIR INVESTMENTS, INC.
511 SOUTH PARROTT AVENUE
OKEECHOBEE, FLORIDA 34972-2600

ASSISTED BY:

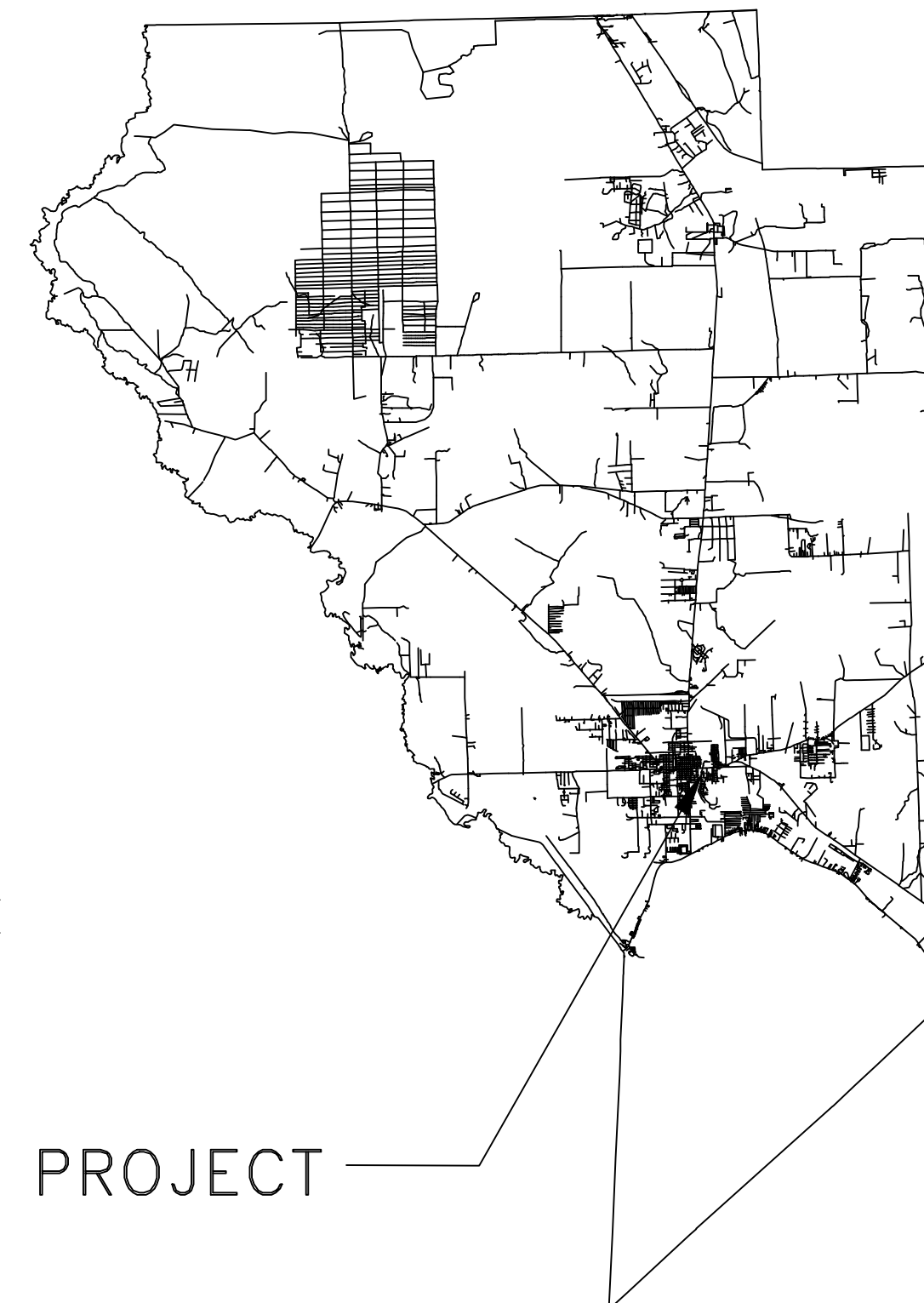
CONTRACTOR: MOSSEL-HODGES CONSTRUCTION, INC.

SURVEYOR: TRADEWINDS SURVEYING GROUP, LLC.

PREPARED BY:

ASMUSSEN ENGINEERING, LLC
ENGINEERING AND ENVIRONMENTAL SERVICES
P.O. BOX 1998, OKEECHOBEE, FLORIDA. 34973 (863) 763-8546

OKEECHOBEE COUNTY



ENGINEERING (CONSTRUCTION) PLANS

SHEET 1 OF 5
SHEET 2 OF 5
SHEET 3 OF 5
SHEET 4 OF 5
SHEET 5 OF 5

COVER
PAVING, GRADING & DRAINAGE
CONSTRUCTION DETAILS AND NOTES
TOPOGRAPHIC INFORMATION
TECHNICAL SPECS. / EROSION & SEDIMENT CONTROL

EXHIBITS

EXHIBIT 1 LANDSCAPING PLAN
EXHIBIT 2 ELEVATION VIEWS & FLOOR PLANS
EXHIBIT 3 LIGHTING PLANS

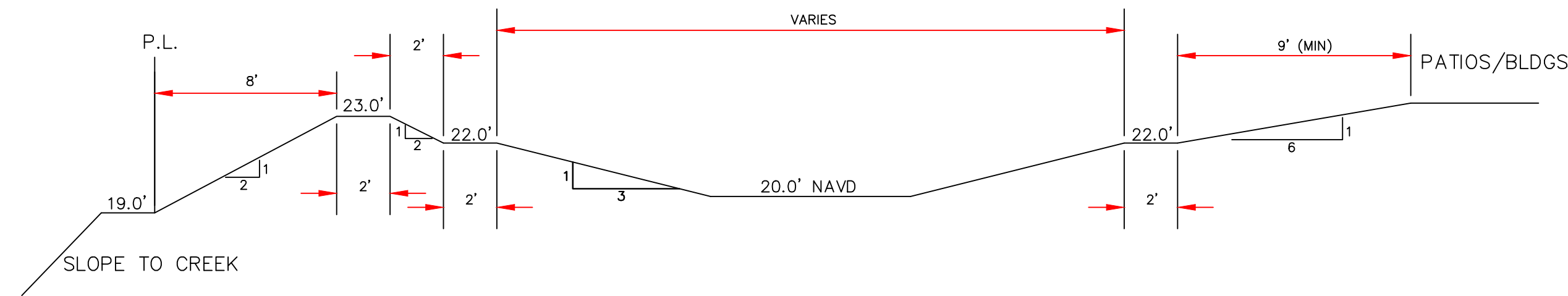
CALL 48 HOURS
BEFORE DIGGING IN FLORIDA
SIMPLY CALL 811
or
1-800-432-4770
WWW.CALLSUNSHINE.COM

IMPORTANT NOTE:

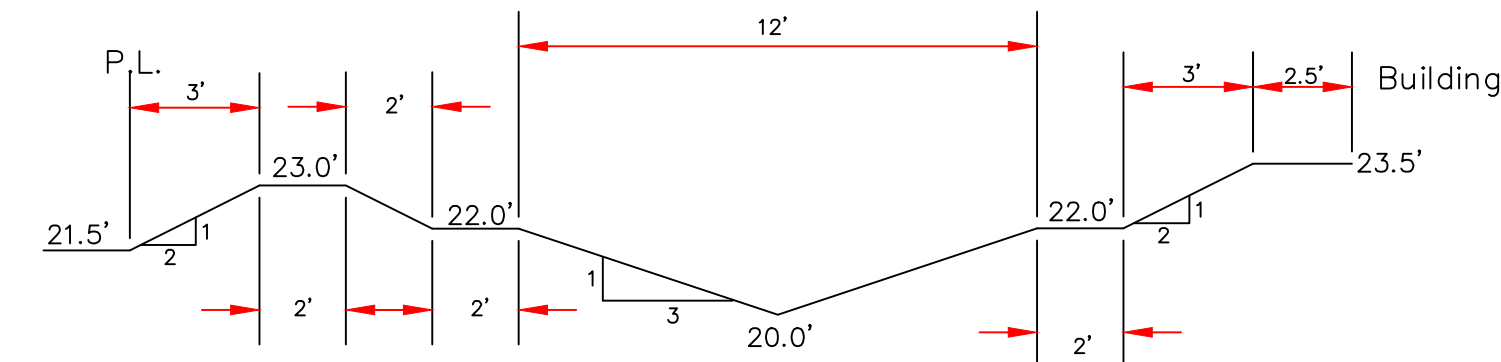
HORIZONTAL & VERTICAL DATA WAS COLLECTED IN COOPERATION W/ TRADEWINDS SURVEYING GROUP, LLC. ELEVATION DATA, USED TO GENERATE THESE PLANS, ARE REFERENCED TO NAVD (1988).

ASMUSSEN ENGINEERING, LLC.
P.O. Box 1998
OKEECHOBEE, FLORIDA 34973-1998
TEL: (863) 763-8546 CELL: (863) 610-0043
EMAIL: lasmusse@embargmail.com

PROJECT NUMBER	BRIDGEWATER ON TAYLOR CREEK	File	Cover.dwg	SHEET
06042021-01	SCALE	N.T.S.	CERTIFICATE OF AUTHORIZATION	1 of 5
	OCTOBER 27, 2021		26134	



DRY DETENTION TYPICAL SECTION
N.T.S.

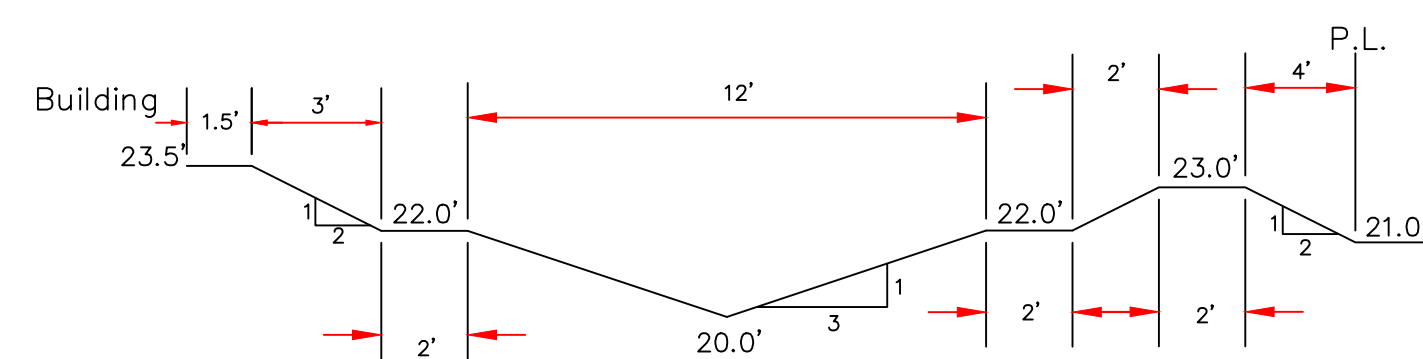


N. SWALE SECTION A-A
N.T.S.

LAND USE TABLE			
USE/DESCRIPTION	SQ.FT.	AC.	% COVER
TOTAL SITE	57,064.00 SQ.FT.	1.31 AC.	100.00
ONSITE IMPERVIOUS	29,023.97 SQ.FT.	0.66 AC.	50.86
ASPHALT	17,033.11 SQ.FT.	0.39 AC.	29.85
BUILDING	10,794.58 SQ.FT.	0.25 AC.	18.92
CONCRETE	997.22 SQ.FT.	0.02 AC.	1.74
CURBING	199.06 SQ.FT.	0.005 AC.	0.35
OFFSITE IMPERVIOUS	1,852.79 SQ.FT.	0.042 AC.	
ASPHALT	1,852.79 SQ.FT.	0.042 AC.	
ONSITE PERVIOUS	28,040.03 SQ.FT.	0.64 AC.	49.14
LANDSCAPING	5,859.56 SQ.FT.	0.13 AC.	10.27
FRONTAGE	3,724.80 SQ.FT.	0.08 AC.	
EA. UNIT	2,134.76 SQ.FT.	0.05 AC.	
DRY DETENTION	8,400.49 SQ.FT.	0.19 AC.	14.72
OPEN/CANAL BANK	13,779.98 SQ.FT.	0.32 AC.	24.15

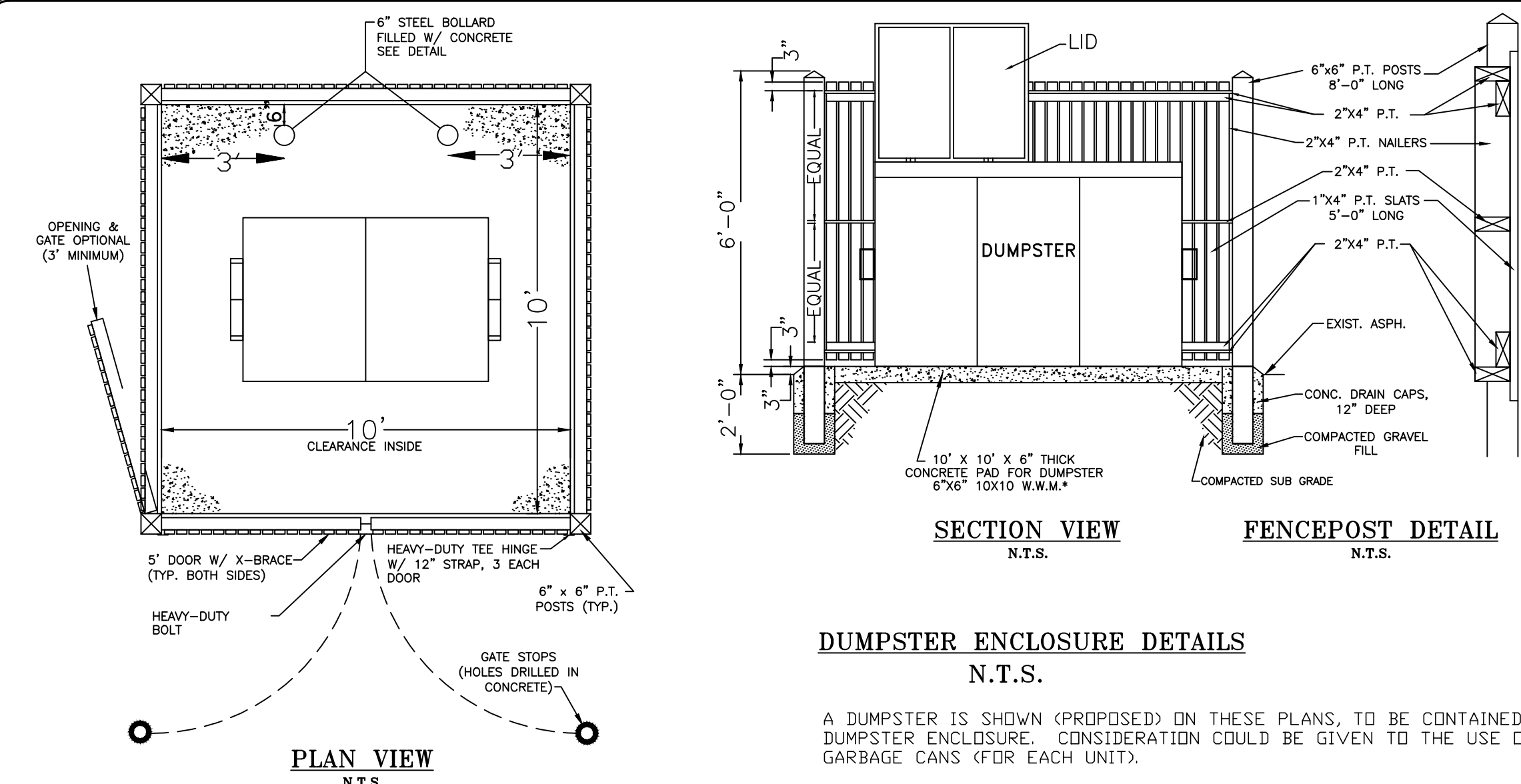
OTHER NOTES:

- OWNERS ARE B & T FAIR INVESTMENTS INC.
511 SOUTH PARROTT AVENUE
OKEECHOBEE, FL. 34974
(863) 447-4390
- TOTAL PROPERTY SIZE = 57,064.00 SQ.FT. (1.31 ACRES)
- PROPOSED IMPERVIOUS AREA = 29,023.97 SQ.FT. (0.66 ACRES OR 50.86%)
- SOIL TYPE: TAVARES AND ST. LUCIE
- EXISTING ZONING: RESIDENTIAL MULTIPLE FAMILY
- EXISTING USE: VACANT
- PROPOSED USE: 12 RESIDENTIAL TOWNHOUSE UNITS
- PERMITS REQUIRED: CITY OF OKEECHOBEE (MEET SFWMD WMS CRITERIA)
- THERE ARE NO WATER COURSES, WATER BODIES, FLOODPLAINS, XERIC UPLANDS, WETLANDS, CUTTHROAT GRASS SEEPS, HISTORICAL AND ARCHAEOLOGICAL RESOURCES, CONES OF INFLUENCE FOR POTABLE WELLS OR AQUIFER RECHARGE AREAS ON OR ADJACENT TO THE PROJECT SITE EXCEPT AS NOTED.
- EXISTING GROUND COVER: DIRT, GRASS, WEEDS
- WATER SERVICE: CENTRAL - DUA
- SEWER SERVICE: CENTRAL - DUA
- PARCEL # 3-22-37-35-0260-00000-0060 & 3-22-37-35-0260-00000-0080
- THERE ARE NO EXISTING BUILDINGS, CULVERTS, EASEMENTS, BOUNDARIES OF INCORPORATED AREAS, LAKES, STREETS, WATER COURSES, OR WATER MAINS EXCEPT AS SHOWN OR NOTED.
- THERE ARE NO PUBLIC SUPPLY WELLS WITHIN 600' OF THE PROJECT.
- PROJECT DENSITY = 12/1.31 = 9.2 UNITS PER ACRE
- CONTRACTOR TO WORK WITH ENGINEER THROUGHOUT CONSTRUCTION.
- ALL WORK SHALL CONFORM WITH ALL APPLICABLE SPECIFICATIONS CONTAINED IN THE CITY OF OKEECHOBEE'S CODE OF ORDINANCES.
- PRIOR TO CONSTRUCTION, CONTRACTOR WILL EMPLOY THE SERVICES OF A GEOTECHNICAL FIRM TO CONDUCT SOIL BORINGS UNDER THE BUILDING AND PARKING AREAS. COMPACTION TESTING RESULTS WILL BE PROVIDED TO THE ENGINEER FOR THE BUILDING PAD, PARKING LOT AND RIGHT-OF-WAY.
- PARKING: TWELVE (12) TOWNHOUSE UNITS X 2 = 24 REQUIRED;
34 PARKING SPACES, INCLUDING ONE (1) HANDICAP SPACE IS PROVIDED.
UNIT PARKING IS 45' LONG TO ACCOMMODATE TWO (2) VEHICLES PER UNIT.



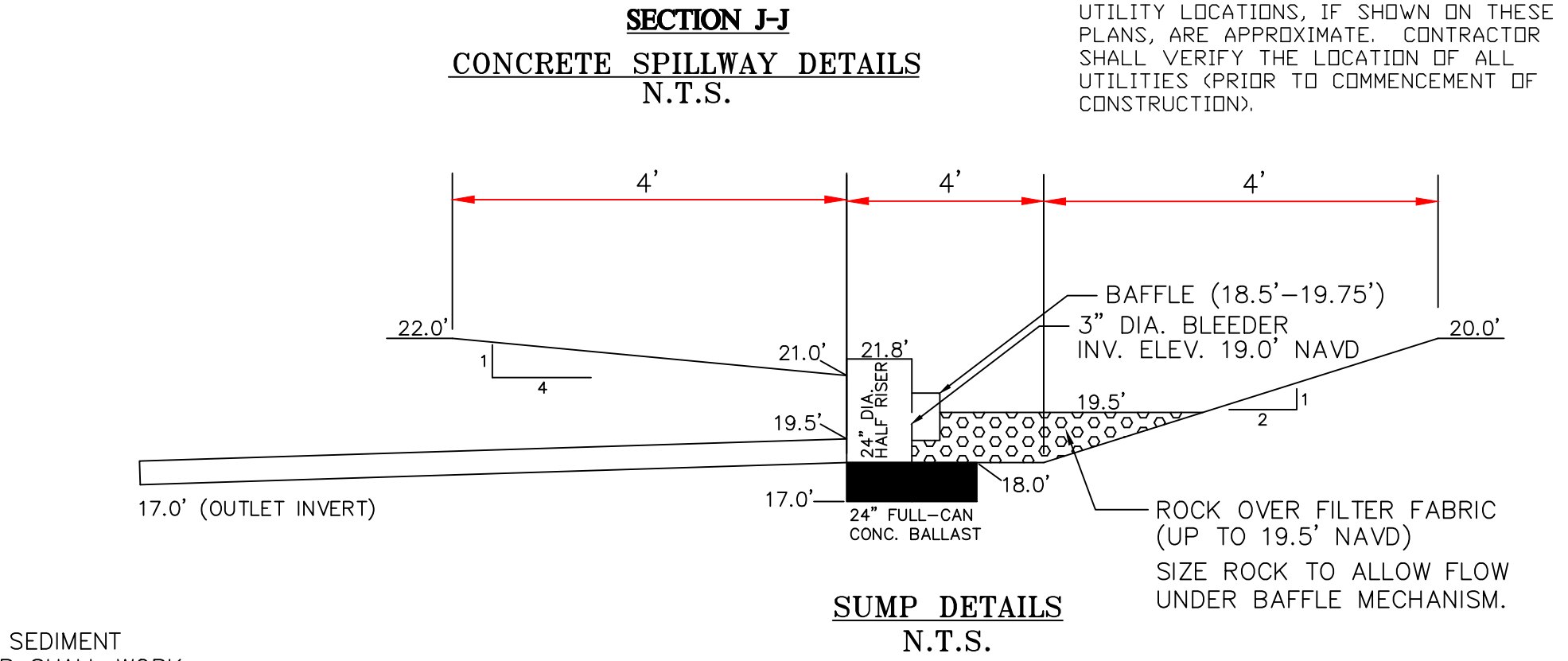
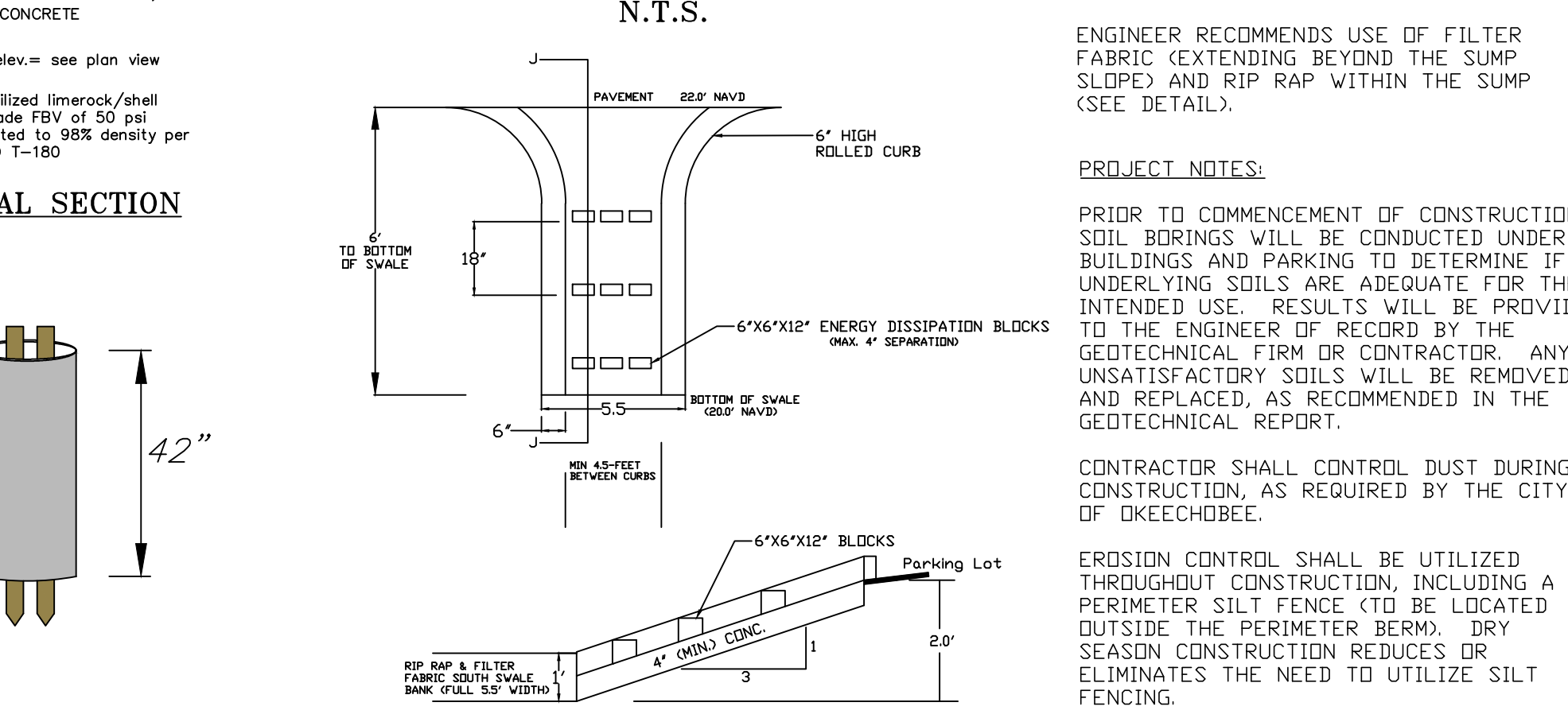
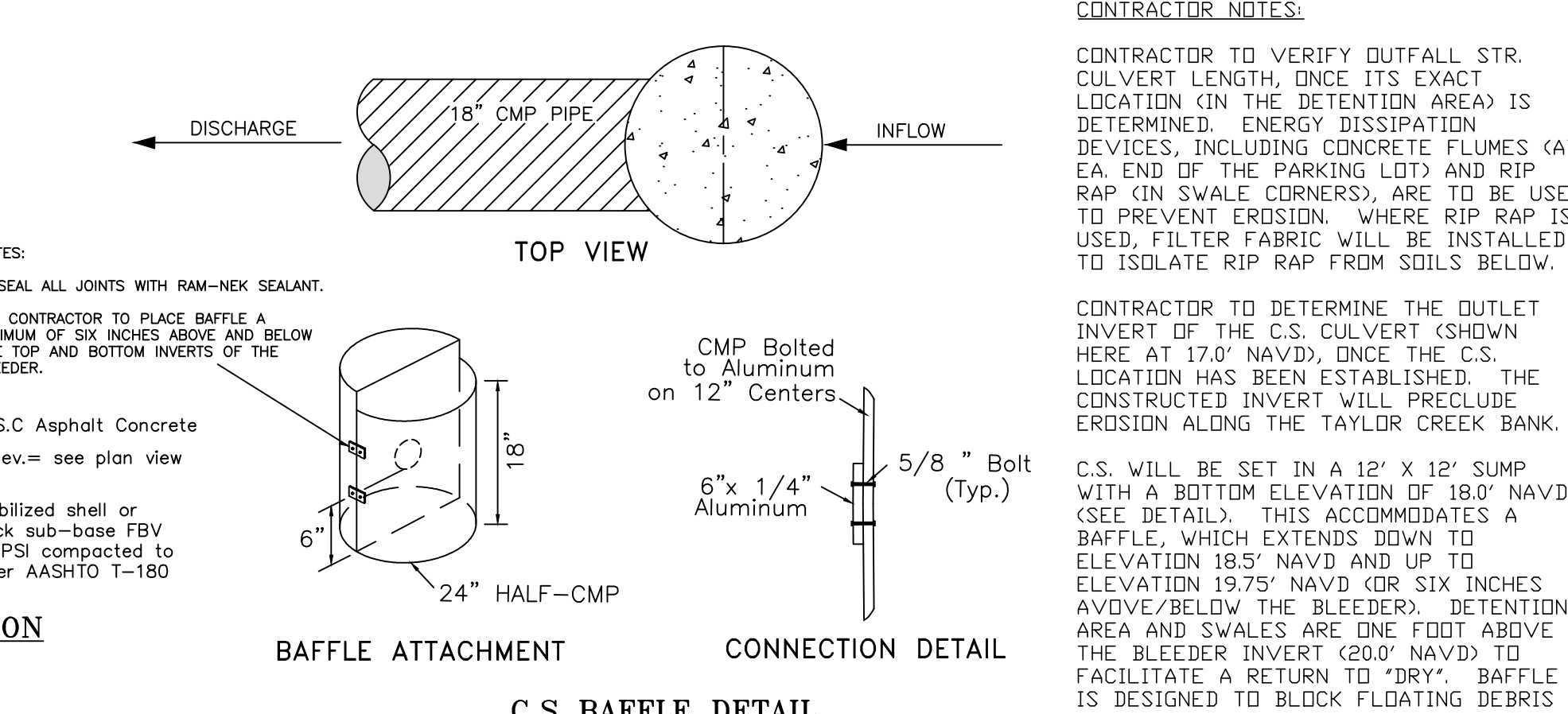
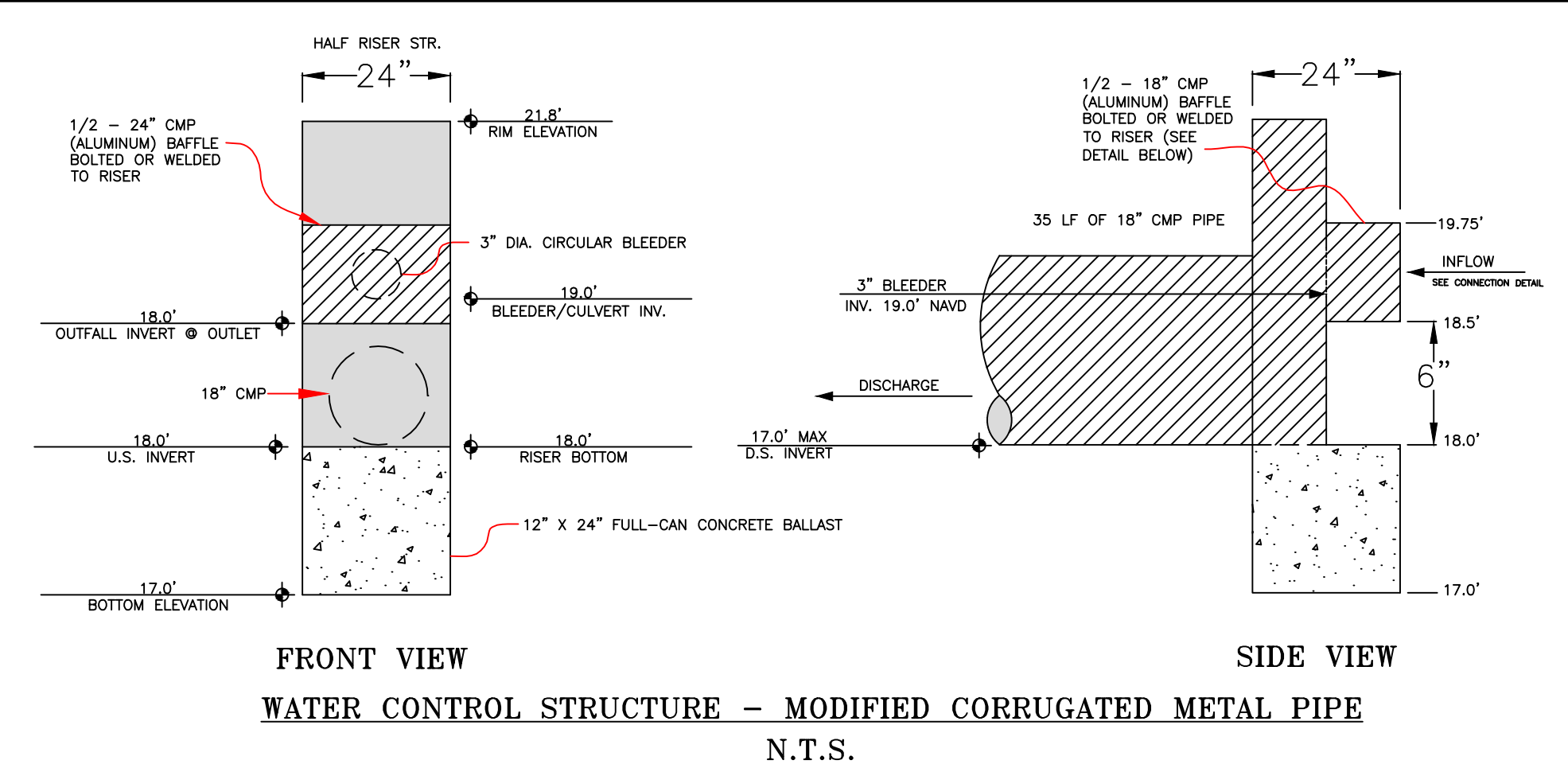
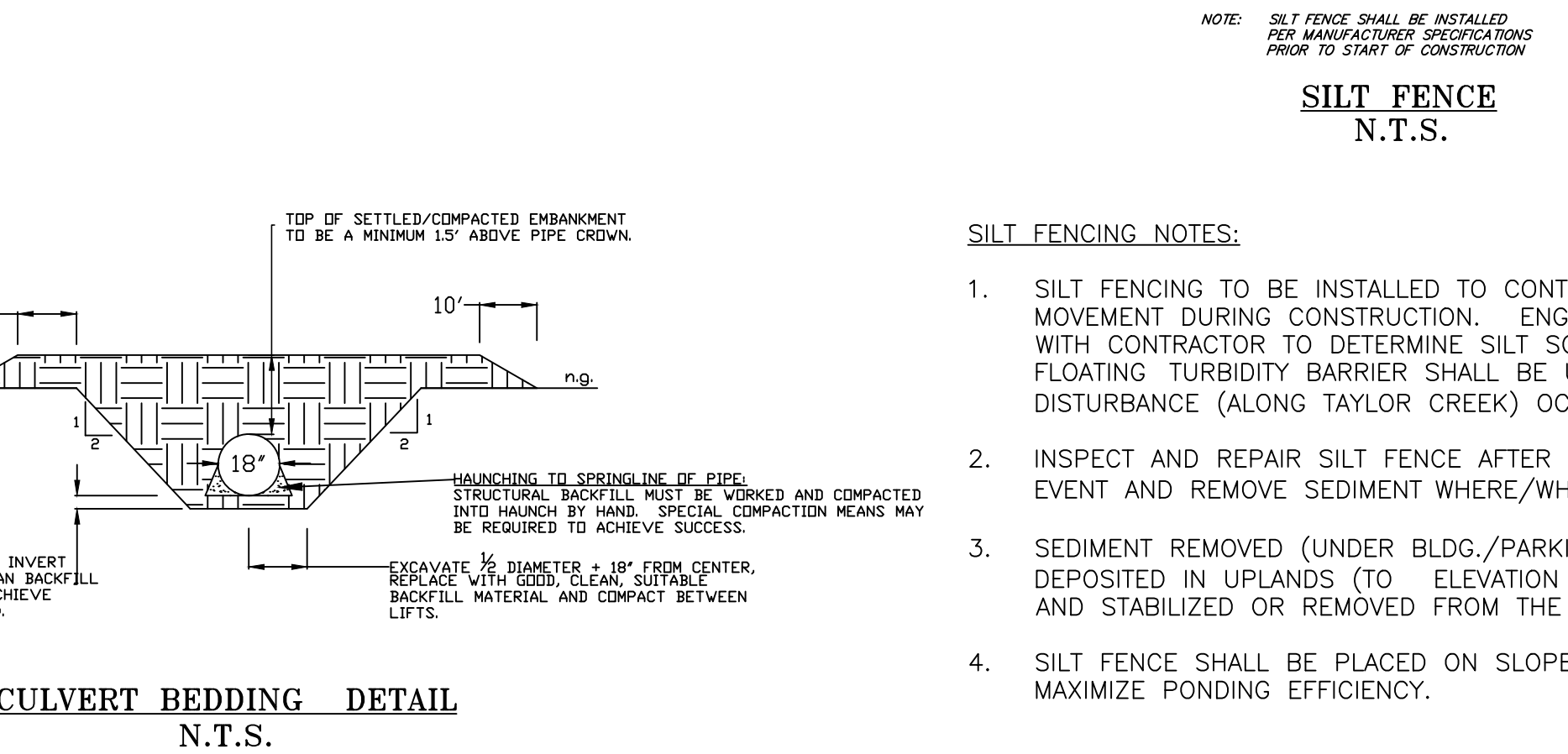
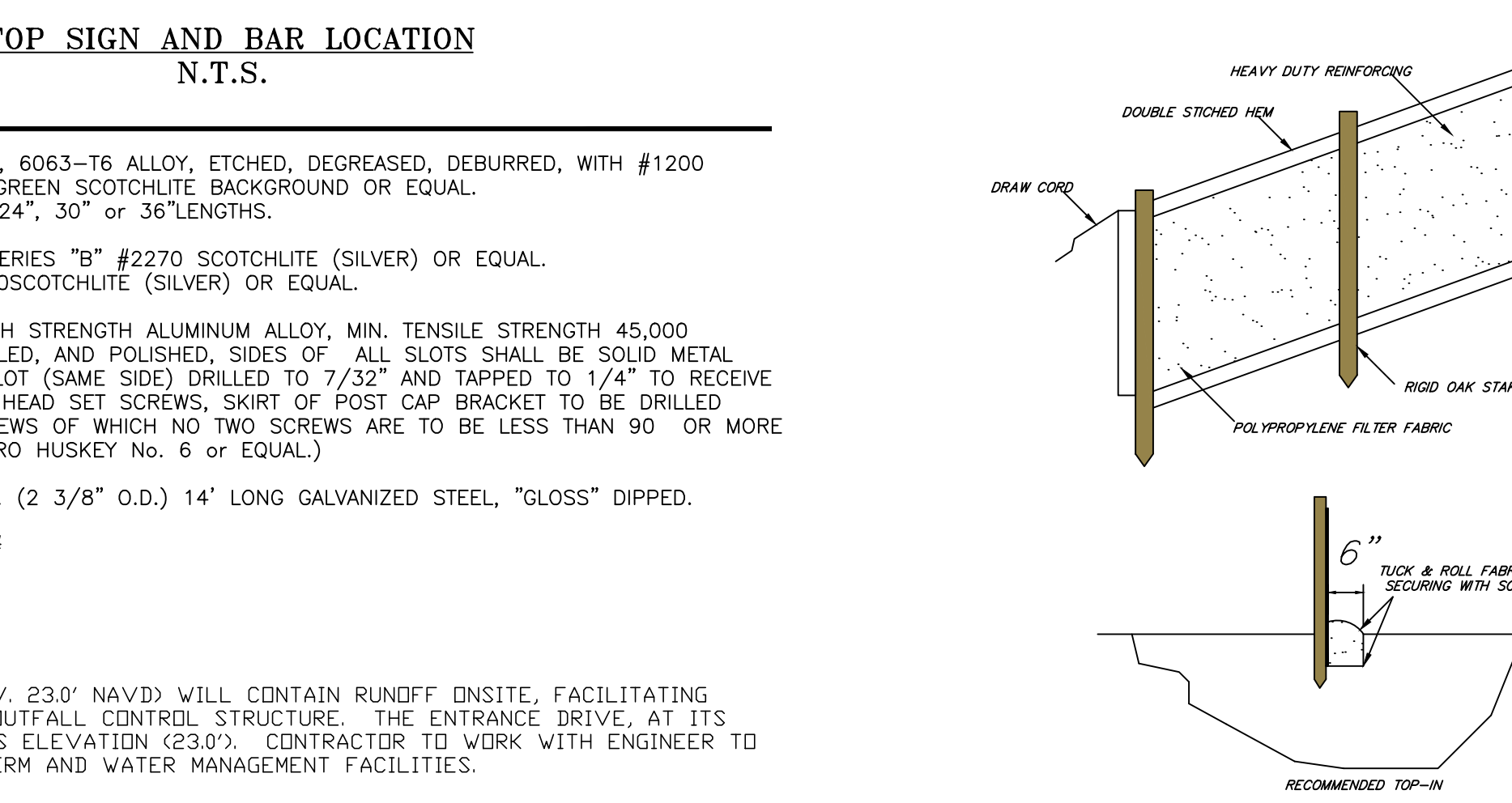
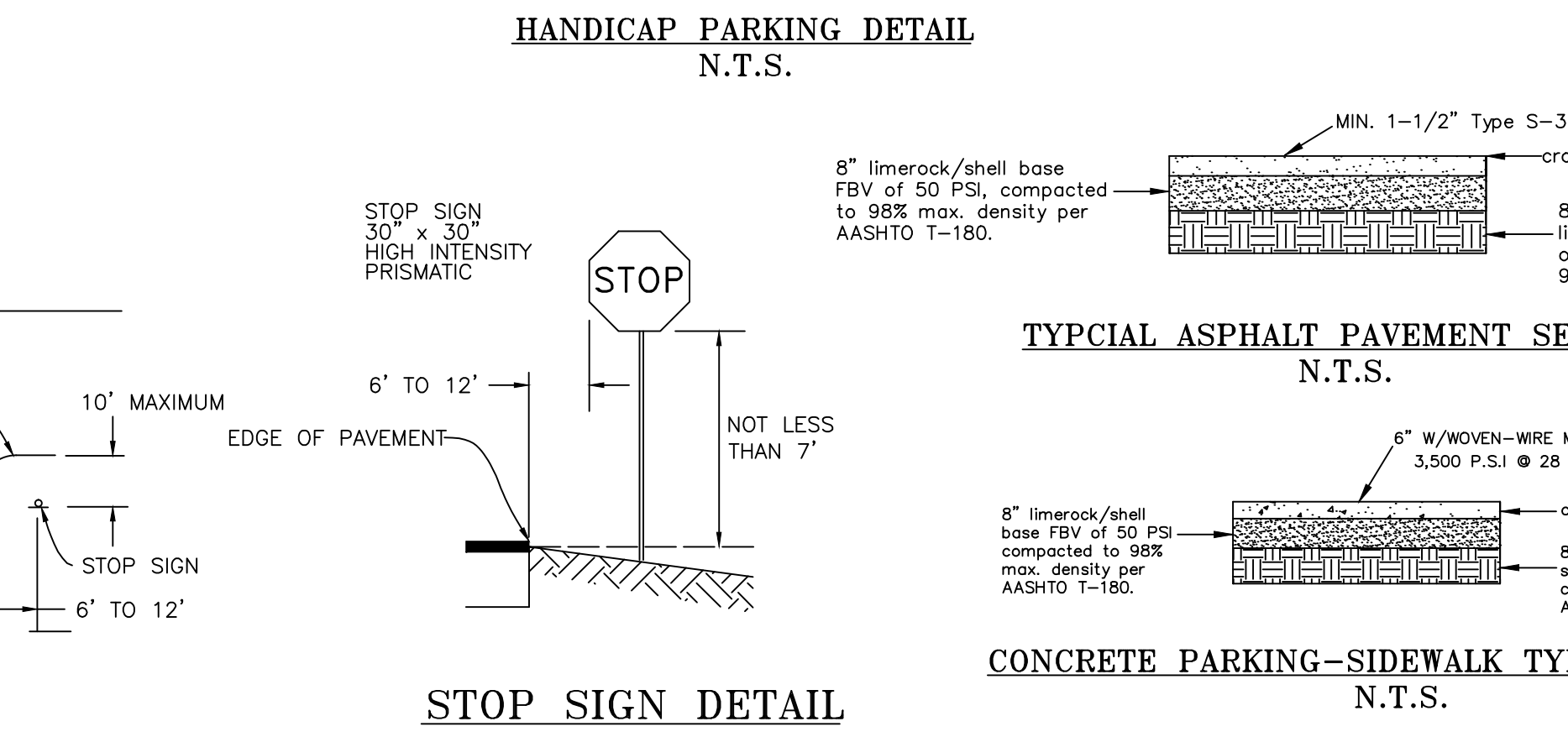
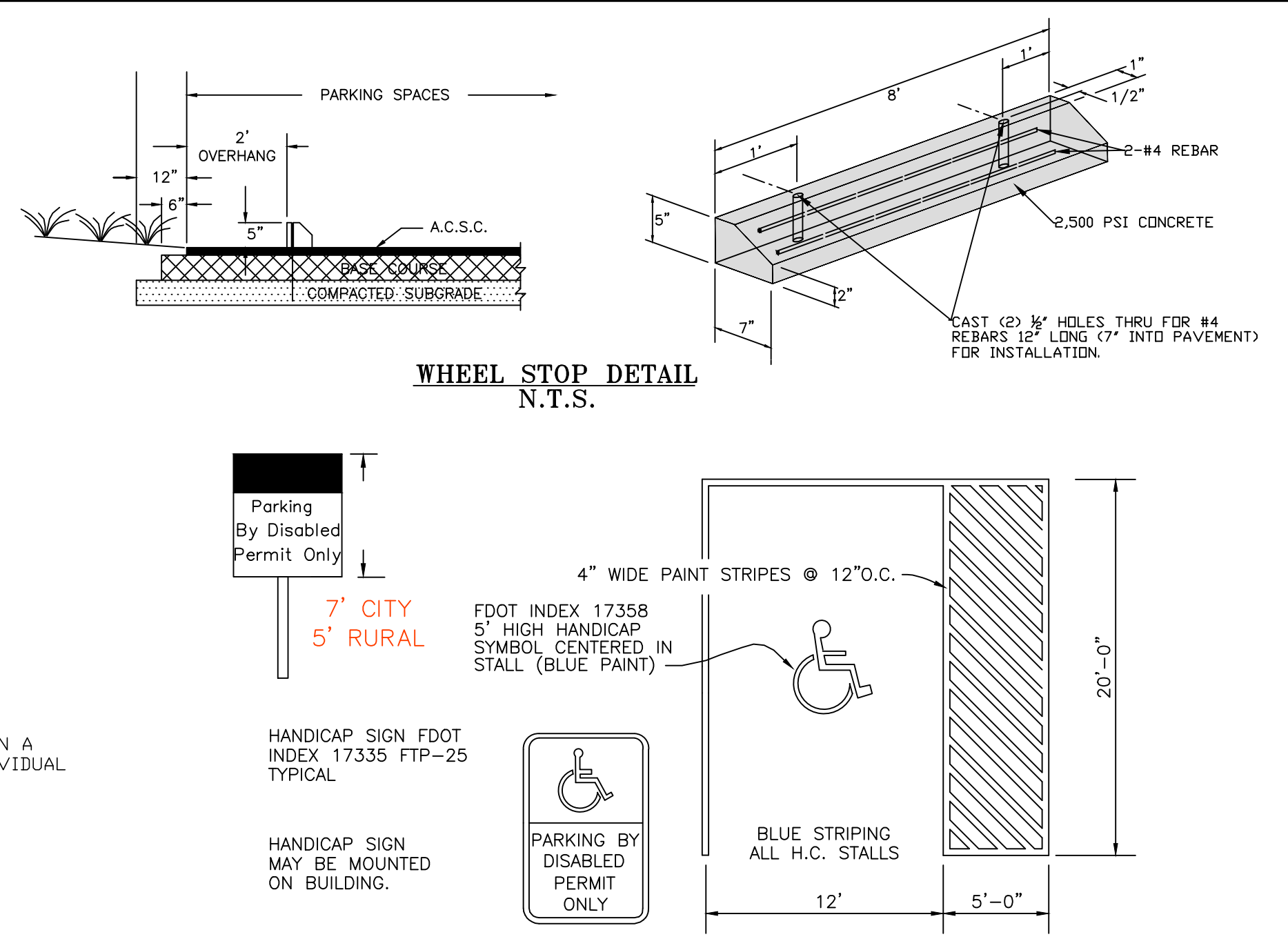
S. SWALE SECTION B-B
N.T.S.

BRIDGEWATER ON TAYLOR CREEK PAVING, GRADING AND DRAINAGE PLAN			
DRAWN FOR: SUBARNA JOSHI B&T FAIR INVESTMENTS INC. OKEECHOBEE, FL. 34972		ASMUSSEN ENGINEERING, LLC. P.O. Box 1998 OKEECHOBEE, FLORIDA 34973-1998 TEL: (863) 763-8546 CELL: (863) 610-0043	
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- GENERAL NOTES:**
- ALL AREAS NOT COVERED BY PAVEMENT OR BUILDING SHALL BE LANDSCAPED (FRONTAGE), SODDED (WMS) OR LEFT IN ITS NATURAL STATE (CANAL BANK).
 - PERMANENT EROSION CONTROL SHALL BE INCORPORATED AT THE EARLIEST PRACTICAL TIME.
 - TEMPORARY EROSION CONTROL (INCLUDING, SILT FENCE) SHALL BE USED TO PREVENT EROSION BEING DIRECTED OFFSITE.
 - TEMPORARY EROSION CONTROLS MAY CONSIST OF (BUT NOT LIMITED TO): GRASSING, SODDING, SAND BAGGING, SLOPE DRAINS, SEDIMENT BASINS, BERMS, BALED HAY OR STRAW, FLOATING TURBIDITY BARRIERS AND STAKED SILT FENCING.
 - LOCATION OF EXISTING UTILITY LINES AND DRAINAGE STRUCTURE (CONTROL STRUCTURE) ON THESE PLANS ARE APPROXIMATE ONLY. A IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THESE LOCATIONS (PRIOR TO COMMENCEMENT OF CONSTRUCTION).
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ANY EXISTING UNDERGROUND UTILITY LINES (NOT SHOWN ON THESE PLANS) AND TO PRESERVE AND PROTECT SAID UTILITY LINES.
 - WRITTEN DIMENSIONS ON PLANS SUPERCEDE SCALED DIMENSIONS.
 - CONTRACTOR SHALL SCHEDULE OPERATIONS SUCH THAT A MINIMUM AREA OF UNPROTECTED ERODIBLE EARTH (NECESSARY FOR EFFICIENT CONSTRUCTION OPERATIONS) SHALL BE EXPOSED AT ONE TIME (AND FOR THE SHORTEST DURATION POSSIBLE).
 - CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, GAS, SEWER, TELEPHONE, CABLE T.V. AND ELECTRIC POWER COMPANIES TEN (10) DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION HE INTENDS TO CONDUCT IN THESE SPECIFIC AREAS.
 - OWNERS DISCLAIM ANY RESPONSIBILITY FOR THE SUPPORT AND PROTECTION OF SEWERS, DRAINS, WATER PIPES, GAS LINES, CONDUITS OF ANY KIND, UTILITIES WHICH LEGALLY OCCUPY ANY STREET, ALLEY, PUBLIC PLACE, EASEMENT OR RIGHT-OF-WAY.
 - ALL DISTURBED AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND SHALL RECEIVE SOD AS DIRECTED.
 - ANY DISCREPANCIES ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER (PRIOR TO COMMENCING SAID WORK).
 - FILL (UNDER BUILDING AND PARKING) SHALL BE COMPACTED IN LIFTS NOT EXCEEDING TWELVE (12) INCHES TO A DENSITY OF 98% PER AASHTO T-180. REFER TO BUILDING PLANS FOR ANY STRUCTURAL COMPACTION REQUIREMENTS.
 - CONTRACTOR SHALL MAINTAIN TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH "THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
 - CONTRACTOR SHALL OBTAIN COPIES OF ALL REQUIRED PERMITS, PRIOR TO COMMENCING WORK.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE WORK SITE TO INFORM HIMSELF OF THE CONDITION UNDER WHICH THE WORK IS TO BE PERFORMED.
 - ALL DISPLACED TREES AND OTHER VEGETATIVE MATTER SHALL BE REMOVED FROM THE SITE IN A LEGAL MANNER.
 - RUNOFF FROM IMPROVEMENTS (INCLUDING PARKING AND BUILDING), IS DESIGNED TO BE DIRECTED TO THE WATER MANAGEMENT SYSTEM (WMS), WHICH INCLUDES SWALES AND DRY DETENTION AREA CONTAINING THE OUTFALL CONTROL STRUCTURE.
 - OUTFALL CONTROL STRUCTURE IS DESIGNED TO CONTAIN THE DESIGN STAGE (21.8' NAVD - PER DESIGN STORM MODELING), WHILE UTILIZING THE MINIMUM BLEEDER SIZE (3.0-INCHES) RESULTING IN A PEAK DESIGN DISCHARGE OF 0.39 CFS (S-133 BASIN).
 - THE 100 YEAR - 3 DAY (ZERO DISCHARGE) STAGE WAS CALCULATED AT ELEVATION 22.85' NAVD. MODELING (WITH DISCHARGE) RESULTED IN A STAGE OF 22.1' NAVD. PROPOSED MINIMUM FINISHED FLOOR ELEVATION (23.5' NAVD) EXCEEDS BOTH STAGES.

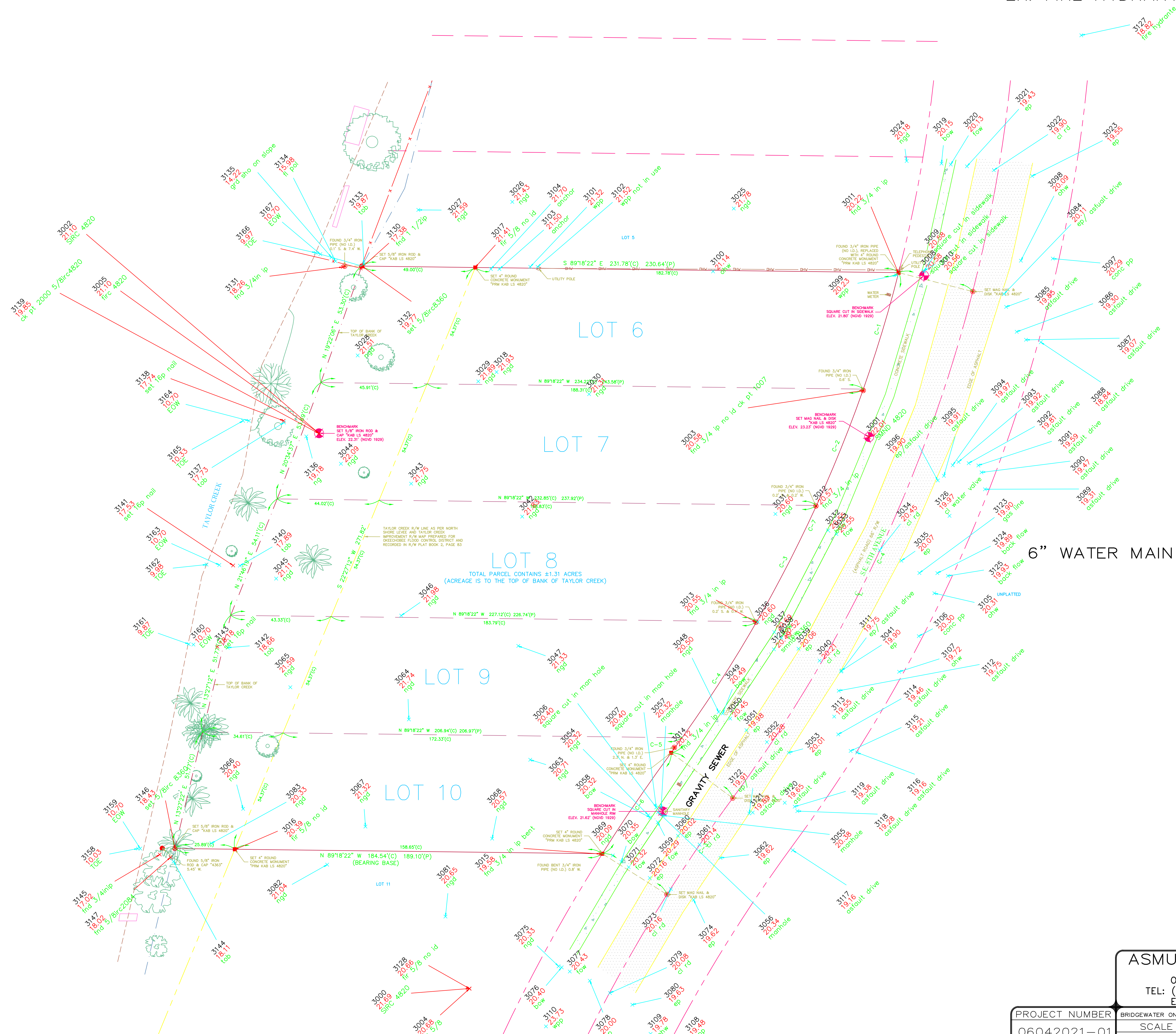
- IMPORTANT NOTES:**
- ALL EXPOSED AREAS, INCLUDING SWALES AND DRY DETENTION, WILL BE SODDED USING BAHIA, UPON REACHING FINAL GRADES.
 - A PRE-CONSTRUCTION MEETING WILL BE CONDUCTED (ENGINEER AND CONTRACTOR) PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 - SILT FENCING WILL BE USED TO PRECLUDE THE MOVEMENT OF SEDIMENT OFFSITE DURING CONSTRUCTION. DRY SEASON CONSTRUCTION REDUCES THE NEED TO MANAGE RUNOFF.
 - NO ROADSIDE SWALE EXISTS, SO A DRIVEWAY CULVERT IS NOT PROPOSED. THE EXISTING SIDEWALK WILL BE REPLACED AS A FINAL COMPONENT OF CONSTRUCTION.
 - DUE TO THE LOW VOLUME OF TRAFFIC ANTICIPATED BY THIS USE, NO TRAFFIC STUDY IS REQUIRED.
 - THE SITE DOES NOT CONTAIN ANY ENVIRONMENTALLY SENSITIVE LANDS (WETLANDS).
 - THE EXISTING CORPS EASEMENT IS TO REMAIN UNAFFECTED BY THIS PROJECT. NO BUILDING OR OTHER STRUCTURES ARE PROPOSED THEREIN.
 - WATER AND SEWER SERVICES WILL BE COORDINATED WITH OKEECHOBEE UTILITY AUTHORITY (OUA). A SIX (6) INCH WATER MAIN IS LOCATED ON THE EAST SIDE OF SE 8TH AVENUE. AN EXISTING LIFT STATION IS LOCATED JUST SOUTH OF THIS PROJECT (WEST OF SE 8TH AVE).
 - ELEVATIONS WERE COLLECTED IN COOPERATION WITH TRADEWINDS SURVEYING GROUP, LLC.
 - ALL ELEVATIONS, COLLECTED AS PART OF THIS APPLICATION, ARE REFERENCED TO NAVD (1988). BENCHMARKS, PREVIOUSLY ESTABLISHED, WERE REFERENCED TO NGVD (1929). TO OBTAIN NGVD VALUES, ADD 1.22' TO NAVD VALUES.
 - CONTRACTOR TO WORK WITH ENGINEER AND SURVEYOR TO MEET THE INTENT OF THESE PLANS.



BRIDGEWATER ON TAYLOR CREEK PAVING, GRADING AND DRAINAGE PLAN			
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- SILT FENCING NOTES:**
- SILT FENCING TO BE INSTALLED TO CONTROL SEDIMENT MOVEMENT DURING CONSTRUCTION. ENGINEER SHALL WORK WITH CONTRACTOR TO DETERMINE SILT SCREEN NEEDS. A FLOATING TURBIDITY BARRIER SHALL BE USED, IF BANK DISTURBANCE (ALONG TAYLOR CREEK) OCCURS.
 - INSPECT AND REPAIR SILT FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHERE/WHEN NECESSARY.
 - SEDIMENT REMOVED (UNDER BLDG./PARKING) SHALL BE DEPOSITED IN UPLANDS (TO ELEVATION 22.0' NAVD (N.G.) AND STABILIZED OR REMOVED FROM THE SITE.
 - SILT FENCE SHALL BE PLACED ON SLOPED CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

EX. FIRE HYDRANT



6" WATER MAIN

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PROJECT NUMBER		BRIDGEWATER ON TAYLOR CREEK		File Topography.dwg		SHEET	
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TECHNICAL SPECIFICATIONS:

1. CLEARING AND GRUBBING:

CLEARING AND GRUBBING, WHERE REQUIRED BY THESE PLANS, SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED SPECIFICATIONS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, COMPLETE REMOVAL OF ALL TREES, BRUSH, STUMPS, ROOTS, SEPTIC REMNANTS, GRASS, WEEDS, RUBBISH AND OTHER UNDESIRABLE MATERIAL (TO A DEPTH OF 18 INCHES BELOW NATURAL GROUND OR PROPOSED FINISHED GRADE, WHICHEVER IS LOWER). AREAS TO BE CLEARED GENERALLY CONSIST OF DRIVES, PAVED PARKING, BUILDING AREA AND WATER MANAGEMENT AREAS.

EROSION CONTROL SHALL BE ACCOMPLISHED BY SEEDING AND MULCHING OR SODDING. CONTRACTOR(S) TO WORK WITH ENGINEER AND CITY STAFF TO MEET THE INTENT OF THESE PLANS.

ALL MATERIAL REMOVED FROM THE SITE SHALL BE LEGALLY DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS. ORGANIC MATERIAL MAY BE BURNED ONSITE PROVIDED CONTRACTOR OBTAINS ALL REQUIRED BURN PERMITS. ANY UNBURNED REMAINS SHALL BE DISPOSED OF OFFSITE IN ACCORDANCE WITH ESTABLISHED REQUIREMENTS.

THE CONTRACTOR SHALL MAINTAIN ALL STORMWATER ONSITE DURING CONSTRUCTION AND PREVENT DISCHARGE OF TURBID WATER TO THE RECEIVING SYSTEM. SHOULD SEVERE STORM EVENTS OCCUR, MAKING CONTAINMENT IMPOSSIBLE, CONTRACTOR SHALL TAKE ALL POSSIBLE STEPS TO PREVENT DISCHARGE OF TURBID WATER. "STEPS" INCLUDE: INSTALLATION OF ADDITIONAL SILT FENCE, UTILIZATION OF HAY BALES, CONTAINMENT BERMS AND FOR EXTREMES TREATMENT OF STORMWATER PONDS WITH ALUM.

2. EARTHWORK & GRADING:

ALL EARTHWORK AND GRADING SHALL BE PERFORMED AS REQUIRED TO ACHIEVE FINAL GRADES, TYPICAL SECTIONS (AND ELEVATIONS) INDICATED ON THE PLANS. IN ALL OTHER RESPECTS, MATERIALS AND CONSTRUCTION METHODS FOR EARTHWORK, EMBANKMENT, EXCAVATION AND GRADING SHALL CONFORM TO ALL REQUIREMENTS OF THE CITY OF OKEECHOBEE (REFER TO LDR'S). ANY UNDESIRABLE MATERIAL, WITHIN THREE (3) FEET OF FINISHED ROAD GRADE, SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.

3. PAVING IMPROVEMENTS:

ALL AREAS PROPOSED FOR PAVING SHALL BE CONSTRUCTED IN ACCORDANCE WITH DESIGN GRADES AND TYPICAL SECTIONS SHOWN HEREIN. CONSTRUCTION SHALL BE IN CONFORMANCE WITH ALL CITY REQUIREMENTS.

A. ASPHALT: PRIME COAT AND TACK COAT FOR BASE COURSES, AND BETWEEN LIFTS, SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 300-1 THROUGH 300-7 OF THE FDOT SPECIFICATIONS. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD AND TACK COAT AT A RATE OF 0.10 GALLONS PER SQUARE YARD, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

ASPHALT SURFACE COURSE SHALL BE TWO-INCHES OF TYPE S-3 PER FDOT SECTION 331, WITH A MAXIMUM AGGREGATE SIZE OF 1/2-INCH AND SHALL HAVE A MINIMUM MARSHALL STABILITY OF 1,000 POUNDS. THICKNESS SHALL BE AS SPECIFIED ABOVE FOR EACH PAVEMENT SECTION.

B. BASE: AN EIGHT-INCH LIMEROCK BASE MATERIAL SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180. ALL LIMEROCK-SHELL SHALL MEET THE MINIMUM REQUIREMENTS OF FDOT SECTION 911. AS AN ALTERNATIVE, CEMENTED COQUINA CONFORMING TO FDOT SECTION 915 MAY BE USED AS A SUBSTITUTE, WITH THE SAME COMPACTION SPECIFICATIONS PREVIOUSLY DESCRIBED.

C. SUB-GRADE: A TWELVE-INCH SUB-GRADE SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180, AND STABILIZED TO A MINIMUM FBV OF 75 PSI. SUB-GRADE SHALL BE THOROUGHLY ROLLED WITH A PNEUMATIC-TIRED ROLLER PRIOR TO SCHEDULING ANY SUB-GRADE INSPECTION.

D. CONCRETE PAVEMENT:

CONCRETE PAVEMENT SURFACE COURSE SHALL BE FIBER REINFORCED CONCRETE WITH A 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI.

COMPACTED SUB-GRADE IN CONFORMANCE WITH ASPHALT SUB-GRADE ABOVE (C).

SUB-GRADE SHALL BE MOISTENED AS REQUIRED TO PROVIDE A UNIFORM DAMPENED SURFACE AT TIME CONCRETE IS POURED.

CONTRACTION JOINTS SHALL BE CONSTRUCTED TRUE TO LINE WITH FACE PERPENDICULAR TO SURFACE OF PAVEMENT. JOINTS SHALL BE PROVIDED IN BOTH LONGITUDINAL AND TRANSVERSE DIRECTIONS AT A MAXIMUM SPACING OF EIGHTEEN (18) FEET. DEPTH OF CONTRACTION JOINTS SHALL BE NO GREATER THAN 1/4 NOR LESS THAN 1/5 OF PAVEMENT THICKNESS. CONTRACTION JOINTS SHALL BE FORMED BY SAWING, PRE-MOLDED INSERTS OR HAND TOOL. JOINTS MUST BE COMPLETED BETWEEN FOUR (4) AND EIGHTEEN (18) HOURS AFTER CONCRETE HAS BEEN PLACED.

EXPANSION JOINTS SHALL BE PLACED BETWEEN PROPOSED PAVEMENT & OTHER RIGID STRUCTURES SUCH AS DRAINAGE INLETS & EXISTING CONCRETE SLABS. EXPANSION JOINTS SHALL BE 1/2" WIDE & FILLED WITH A PREFORMED EXPANSION JOINT FILLER, CONFORMING TO AASHTO M-213, & JOINT SEALING COMPOUND, CONFORMING TO AASHTO M-173.

CONSTRUCTION JOINTS SHALL BE USED IF CONCRETE PLACEMENT IS INTERRUPTED LONG ENOUGH TO CAUSE A COLD JOINT. IF POSSIBLE, CONSTRUCTION JOINTS SHALL BE PLACED AT LOCATION OF A PLANNED CONTRACTION JOINT. THE JOINT SHALL BE FORMED BY EITHER A SEMICIRCULAR KEY-WAY 2" DIAMETER OR 14" LONG 6" DOWELS PLACED ACROSS THE JOINT 12" ON CENTER.

FINISH OF CONCRETE SHALL BE A UNIFORM, GRITTY, NON-SLIP SURFACE, BROOM FINISHED WITH A COARSE BROOM TO PROVIDE A NON-SKID SURFACE JUST BEFORE THE WATER SHEEN DISAPPEARS. NO WATER SHALL BE ADDED TO THE SURFACE TO ASSIST FINISHING OPERATIONS. CONCRETE SHALL BE CURED BY PROTECTING IT AGAINST LOSS OF MOISTURE AND MECHANICAL INJURY FOR AT LEAST THREE (3) DAYS AFTER PLACEMENT. A LIQUID CURING MEMBRANE, TRANSLUCENT WITH A FUGITIVE DYE AND CONFORMING TO AASHTO M-148, SHALL BE APPLIED IMMEDIATELY AFTER FINISHING HAS BEEN COMPLETED. READY-MIXED CONCRETE SHALL CONFORM TO AASHTO M-157. SLUMP SHALL BE BETWEEN TWO (2) AND FOUR (4) INCHES. NO WATER SHALL BE ADDED TO INCREASE WORKABILITY.

E. SOD: DISTURBED AREAS, INCLUDING SWALES ADJACENT TO ACCESS POINTS, WILL BE SODDED WITH BAHIA TO CONTROL WASHING/EROSION GOING FORWARD. RETENTION BOTTOMS WILL ALSO BE SODDED WITH BAHIA.

F. SEEDING, FERTILIZING AND MULCHING: ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, FERTILIZER AND MULCH UPON COMPLETION AND ACCEPTANCE (BY ENGINEER) OF FINAL GRADING. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A STAND OF GRASS SUFFICIENT TO PREVENT EROSION AND TO ALLOW REMOVAL ANY TEMPORARY SILT FENCING. THIS APPLIES TO AREAS NOT COVERED BY SOD.

G. TESTING: CONTRACTOR SHALL SECURE SERVICES OF AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTING (INCLUDING COMPACTION AND THICKNESS) ON SUB-GRADE, BASE, ASPHALT AND CONCRETE. ALL TEST RESULTS WILL BE PROVIDED TO ENGINEER UPON RECEIPT, INCLUDING A MAP OF TEST LOCATIONS. TEST LOCATIONS SHALL BE THE MINIMUM AS REQUIRED BY THE CITY. ENGINEER WILL REQUIRE TESTING OF DRIVES (TWO IN THE RIGHT-OF-WAY AND TWO ONSITE), PARKING (FOUR) AND FOUNDATION (FOUR). SHOULD ANY TEST FAIL, CONTRACTOR SHALL (AT HIS OWN EXPENSE) REPAIR DEFICIENCIES AND RE-TEST UNTIL COMPLIANCE WITH SPECIFICATIONS IS DEMONSTRATED.

H. TRAFFIC CONTROL: INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND CITY REQUIREMENTS.

4. DRAINAGE IMPROVEMENTS:

ALL LABOR, MATERIALS AND CONSTRUCTION METHODS SHALL BE IN CONFORMANCE WITH MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS. TRENCH EXCAVATION AND BACK-FILLING OPERATIONS SHALL MEET OR EXCEED CITY REQUIREMENTS (AND/OR DUA). CONTRACTOR SHALL PROVIDE BACK-FILL COMPACTION TESTING TO DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS.

CONTRACTOR SHALL COMPLY WITH CHAPTER 90-96, LAWS OF FLORIDA, WHICH REQUIRES CONTRACTOR PERFORMING TRENCH EXCAVATIONS (OVER FIVE FEET IN DEPTH) TO COMPLY WITH ALL APPLICABLE TRENCH SAFETY STANDARDS & SHORING REQUIREMENTS AS SET FORTH IN THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION'S (OSHA) EXCAVATION & SAFETY STANDARDS, 29 C.F.R. 19926.650, SUBPART P & INCORPORATED AS A STATE STANDARD (AS REVISED OR UPDATED). COST OF COMPLIANCE SHALL BE INCLUDED AS A SEPARATE LINE ITEM ON CONTRACTOR'S BID. OTHERWISE, CONTRACTOR CERTIFIES COST OF COMPLIANCE IS INCLUDED IN THE UNIT COST OF ALL ITEMS OF WORK, WHICH THIS REQUIREMENT APPLIES.

EROSION AND SEDIMENT CONTROL NOTES

CONSTRUCTION ACTIVITIES CAN RESULT IN THE GENERATION OF SIGNIFICANT LEVELS OF POLLUTANTS, WHICH MAY REACH SURFACE AND/OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT IN EROSION. EXCESSIVE QUANTITIES OF SEDIMENT REACHING WATER BODIES HAS BEEN SHOWN TO ADVERSELY AFFECT THE PHYSICAL, BIOLOGICAL AND CHEMICAL PROPERTIES OF RECEIVING WATERS. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE THE HYDRAULIC CAPACITY, REDUCE THE CONVEYANCE CAPACITY OF CULVERTS AND OTHER CONVEYANCE FACILITIES AND ADVERSELY IMPACT BENTHIC INVERTEBRATE AND FISH SPECIES THROUGH SILTATION. EXCESSIVE SUSPENDED SEDIMENTS REDUCE LIGHT PENETRATION AND THEREFORE REDUCE PRIMARY PRODUCTIVITY WITHIN THESE RECEIVING SYSTEMS.

MINIMUM STANDARDS:

1. SEDIMENT BASINS, PERIMETER BERMS, EROSION CONTROL BARRIERS AND OTHER MEASURES, IMPLEMENTED TO TRAP SEDIMENT TRANSPORT, SHALL BE CONSTRUCTED AS THE FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE ANY LAND DISTURBANCE TAKES PLACE.

2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS (AT THE TIME OF CONSTRUCTION) AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING, FLOATING OR BLOWING ONTO ADJACENT PROPERTIES.

3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED (ON ANY PORTION OF THE SITE). TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE, BUT WILL REMAIN UNDISTURBED FOR LONGER THAN THIRTY (30) DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS LEFT UNDISTURBED FOR MORE THAN ONE (1) YEAR.

4. DURING CONSTRUCTION, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. APPLICANT IS RESPONSIBLE FOR TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL STOCKPILES MAINTAINED ON-SITE, AS WELL AS, SOIL INTENTIONALLY TRANSPORTED FROM THE SITE.

5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS, NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE ENGINEER, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL FUNCTION TO INHIBIT EROSION GOING FORWARD.

6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, PERIMETER BERMS, DIKES AND DIVERSIONS IMMEDIATELY FOLLOWING INSTALLATION.

7. SURFACE RUNOFF FROM DISTURBED AREAS, THAT ARE COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO ONE (1) ACRE, SHALL BE CONTROLLED BY A SEDIMENT BASIN. SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE ANTICIPATED SEDIMENT LOADING FROM DISTURBED AREAS. OUTFALL DEVICE DESIGN SHALL TAKE INTO ACCOUNT TOTAL DRAINAGE AREA FLOWING THROUGH THE DEVICE FROM DISTURBED AREAS.

8. FOLLOWING ANY SIGNIFICANT RAINFALL EVENT, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY AND FUNCTIONALITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.

9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL OR STRUCTURE.

10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER EFFECTIVE PROTECTION SHALL BE PROVIDED.

11. PRIOR TO SWALES OR DRY DETENTION BECOMING OPERATIONAL, COMPACTION AND SODDING OF THESE AREAS SHALL BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND ALL CITY REQUIREMENTS.

12. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE THE INTENDED PURPOSE IS ACCOMPLISHED. DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY BE RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.

13. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS, IN ADDITION TO ALL OTHER APPLICABLE CRITERIA:

- A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
- B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
- C. EFFLUENT FROM DE-WATERING OPERATIONS, IF PROPOSED, SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH. THEN DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT RECEIVING SYSTEMS OR ADJACENT LANDS.
- D. RE-STABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE ESTABLISHED REGULATIONS.

14. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE TRANSPORT OF SEDIMENT BY TRACKING ONTO PAVED SURFACES. AREAS WHERE SEDIMENT IS TRANSPORTED ONTO PUBLIC ROAD SURFACES SHALL BE CLEANED REGULARLY. SEDIMENT SHALL BE REMOVED FROM ROADS BY SHOVELING OR SWEEPING WITH TRANSPORT TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.

15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OR UNTIL TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBED SOIL AREAS, RESULTING FROM DISPOSITION OF TEMPORARY MEASURES, SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND/OR SEDIMENTATION.

16. PROPERTIES AND WATERWAYS DOWNSTREAM FROM THE CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.

17. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW CITY REQUIREMENTS, USING DETAILS CONTAINED HEREIN AS A GUIDE.

UTILITY NOTES:

- 1. ALL FITTINGS AND STOPS SHALL BE BRASS PACK JOINT TYPE WITH CLAMP SCREW RETAINERS.
- 2. SERVICE SHALL NOT TERMINATE BENEATH PAVEMENT, SIDEWALK OR OTHER STRUCTURE.
- 3. EACH SERVICE SHALL TERMINATE AT A CURB STOP WHICH SHALL BE BURIED APPROXIMATELY 7" BELOW FINAL GRADE AND SHALL BE CLEARLY MARKED WITH A 2" X 2" X 18" STAKE WITH THE TOP PAINTED BLUE AND MARKED WITH THE LOT TO BE SERVED.
- 4. CORPORATION STOP BENEATH PAVEMENT SHALL BE INSTALLED HORIZONTALLY AND HAVE BOX AND COVER TO ALLOW OPERATION.
- 5. CURBS STOP SHALL BE LOCKING TYPE, STRAIGHT BALL VALVE WITH OUTLET SIZE AND THREADS TO MATCH INTENDED METER.
- 6. PROVIDE SCH 40 PVC CASING PIPE 4' BENEATH AND 4' BEYOND EDGES OF PAVEMENT.
- 7. SUCCESSIVE TAPS INTO THE WATER MAIN SHOULD BE SPACED AT A MINIMUM EIGHTEEN (18) INCHES.
- 8. THE SERVICE LINE SHALL BE CONTINUOUS FROM CORPORATION STOP TO CURB STOP OR WYE BRANCH WITH NO FITTINGS IN BETWEEN.
- 9. APPROVED BACKFLOW PREVENTION IS REQUIRED ON ALL SERVICES.
- 10. SERVICE CONNECTIONS ARE ALLOWED ONLY ON WATER MAINS 12" DIA. AND SMALLER. A SIX (6) INCH MAIN IS LOCATED EAST OF SE 8TH AVENUE.

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06042021-01	SCALE N.T.S.	CERTIFICATE OF AUTHORIZATION	5 of 5
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**AMENDED DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIDGEWATER ON TAYLOR CREEK**

THIS INSTRUMENT PREPARED BY:

*Kenneth A. Norman, Esq.
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**AMENDED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
BRIDGEWATER ON TAYLOR CREEK**

KNOW ALL MEN BY THESE PRESENTS, that this Amended Declaration of Protective Covenants, Conditions and Restrictions for BRIDGEWATER ON TAYLOR CREEK (the "DECLARATION"), is made and entered into as of the ____ day of August, 2023, by B&T Fair Investments, Inc., a Florida corporation, hereinafter referred to as the "DEVELOPER."

RECITALS

A. The original developer of Bridgewater on Taylor Creek previously filed that certain Declaration of Protective Covenants, Conditions and Restrictions for Bridgewater on Taylor Creek (the "Original Declaration") recorded in Official Records Book 622, Page 1919 of the Public Records of Okeechobee County Florida, but did not proceed with development of the project.

B. The DEVELOPER is now the owner of the Property (as defined in Section 1) and desires to subdivide the Property in accordance with the Plat (as also defined in Section 1).

C. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of the open spaces and other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth in this Amended Declaration of Protective Covenants, Conditions and Restrictions for Bridgewater on Taylor Creek which supersedes the Original Declaration, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Section 1) thereof.

D. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

E. The DEVELOPER has incorporated under the laws of the State of Florida, as a corporation notfor-profit, BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

DECLARATION

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

- 1 **DEFINITIONS.** Unless prohibited by the context in which they are used, the following words, when used in this DECLARATION, shall be defined as set out below:

Articles. "Articles" shall mean and refer to the Articles of Incorporation of the ASSOCIATION, as such Articles may be amended from time to time.

Assessment. "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Unit within the Property for the purposes set forth herein, and shall include, but not be limited to Original and Annual Assessments for Common Expenses and Special Assessments for Capital Improvements.

ASSOCIATION. "ASSOCIATION" shall mean BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not-for-profit corporation. Copies of the Articles and Bylaws of the ASSOCIATION are attached to this DECLARATION as Exhibits "A" and "B", respectively.

1.1 **BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

1.2 **BRIDGEWATER ON TAYLOR CREEK.** "BRIDGEWATER ON TAYLOR CREEK" shall mean the real estate development located in Okeechobee County, Florida, developed by the DEVELOPER, which includes the Property and any additional real property to be added to the Property upon the recording of an appropriate Supplement(s) in the Public Records of Okeechobee County, Florida.

1.3 **Bylaws.** "Bylaws" shall mean and refer to the Bylaws of the ASSOCIATION, as such Bylaws may be amended from time to time.

1.4 **Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Area and other obligations set forth herein, or as may be otherwise determined by the BOARD.

Common Area. "Common Area" or "Common Areas" shall mean and refer to those portions of the Property which are intended to be devoted to the common use and the enjoyment of the OWNERS, and occupants, in this DECLARATION, as well as the portion of the Property, less the Lots, and all personal property owned, leased by or dedicated to the ASSOCIATION for the common use and enjoyment of the OWNERS and occupants.

Common Structural Elements. "Common Structural Elements" shall mean certain elements, fixtures or parts contained in a "Building" (as defined in Section 6 hereof) which are structural elements of more than one Unit contained therein.

1.5 **Conservation Areas.** "Conservation Area" or "Conservation Areas" shall mean and refer to those portions of the Property designated as Conservation Areas on the Plat, or identified as Conservation Areas in any agreements between the South Florida Water Management District and the DEVELOPER or the ASSOCIATION, in any permits issued to the DEVELOPER or the ASSOCIATION by the South Florida Water Management District or any other governmental entity, or in any agreement

between the DEVELOPER or the ASSOCIATION and any governmental entity. The ASSOCIATION has the obligation to maintain the Conservation Areas.

1.6 **County**. County shall refer to Okeechobee County, Florida.

1.7 **Covenants**. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

DECLARATION. "DECLARATION" shall mean this instrument, Declaration of Protective Covenants and Restrictions for Bridgewater on Taylor Creek, and all amendments or Supplements made to this instrument.

DEVELOPER. "DEVELOPER" shall mean B&T Fair Investments, Inc., a Florida corporation, and its successors or assigns as designated in writing by the DEVELOPER.

Drainage Easements. "Drainage Easements" shall mean and refer to any private drainage areas set forth on the Plat and dedicated to the ASSOCIATION. The Drainage Easements shall be used for drainage and for storm water detention and retention to the extent approved by those governmental agencies having jurisdiction over the Drainage Easements. The Drainage Easements are a part of the Common Area and, except as limited herein, shall be for the common use, benefit and enjoyment of all OWNERS. The ASSOCIATION has the obligation to maintain the Drainage Easements.

Dwelling Structure. "Dwelling Structure" means a residential townhouse situated on a Lot, including all improvements associated with the townhouse on the Lot. Unless the context specifically provides otherwise, reference to the term "Dwelling Structure" shall not include use of the Lot.

General Plan of Development. "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as it may be amended from time to time.

1.8 **Governing Documents**. "Governing Documents" shall mean this DECLARATION, any Supplement to the DECLARATION, as the same may be amended from time to time and filed in the Public Records of Okeechobee County, Florida, as well as the Articles and Bylaws of the ASSOCIATION, as the same may be amended from time to time and maintained at the ASSOCIATION office. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, this DECLARATION and any Supplement(s) to the DECLARATION, the Articles, and the Bylaws, in that order, 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.

Guest. "Guest" means any person who is not a member of the family occupying a Lot, and who is physically present in, or occupies the Lot at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with occupancy of the Lot. A permanent occupant of a Lot shall not be considered as a Guest. Furthermore, an Owner of a Lot shall never be considered a Guest on the Lot he owns, unless the Owner is visiting a Lessee on the Lot.

1.9 **Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

1.10 **Institutional Mortgagee.** "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against any of the Properties, including any Lot, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns, and includes the DEVELOPER. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of DEVELOPER, whether or not such holder would otherwise be considered an Institutional Mortgagee. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage.

1.11 **Lead Institutional Mortgagee.** "Lead Institutional Mortgagee" means that Institutional Mortgagee which, at the time a determination is made, holds first mortgages on more Lots in BRIDGEWATER ON TAYLOR CREEK than any other Institutional Mortgagee, such determination to be made by reference to the number of Lots encumbered, and not by the dollar amount of such mortgages.

Lease. "Lease" means the grant by an Owner of a temporary right of use of the Owner's Dwelling Structure and Lot for valuable consideration.

Leasing. "Leasing" for purposes of this subsection is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

1.12 **Lot.** "Lot" shall mean and refer to a Unit.

MEMBER. "MEMBER" shall mean and refer to all those OWNERS who are Members of the ASSOCIATION as provided in Section 3.1.

OWNER. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.13 **Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.14 **Plat.** "Plat" shall mean the Plat of Bridgewater on Taylor Creek recorded in Plat Book _____, Page _____ of the Public Records of Okeechobee County, Florida.

Property. "Property" shall mean and refer to BRIDGEWATER ON TAYLOR CREEK, as per the Plat, with the Property being more particularly described in Exhibit "C," which term may also include any additional real property that may be made subject to this DECLARATION upon the recording of an appropriate Supplement(s) in the Public Records of Okeechobee County, Florida.

1.15 **Resident.** "Resident" shall mean and refer to the legal occupant of any Unit. The term "Resident" shall include the OWNER of the Unit and any tenant, lessee or licensee of the OWNER.

Supplement. "Supplement" shall mean a document and the exhibits thereto which when recorded in the Public Records of Okeechobee County, Florida, shall subject additional real property to the provisions of this DECLARATION.

1.16 **Unit.** "Unit" shall mean a residential unit intended as an abode for one family.

Utility Easement(s). "Utility Easement(s)" shall mean and refer to the utility easement areas set forth on the Plat. The Utility Easement(s) may be used for utility purposes (including CATV) by any utility in compliance with such ordinances and regulations as may be adopted from time to time by Okeechobee County or the City of Okeechobee, Florida.

1 PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY.

1.1 **Property Subject to DECLARATION.** The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this DECLARATION.

1.2 **Other Additions to the Property.** The DEVELOPER reserves the right to add, or may cause to be added, other real property not now included within the Plat. Each commitment of additional property to this DECLARATION shall be made by a recitation to that effect in a Supplement which need be executed only by the

DEVELOPER, and the owner of such real property if not the DEVELOPER but joined by the DEVELOPER, and does not require the execution or consent of the ASSOCIATION, or any OWNERS. The Supplement shall describe the real property which is being committed to this DECLARATION and made subject to the terms of this DECLARATION and shall contain such other terms and provisions as the DEVELOPER deems proper. Upon the recordation of a Supplement, such real property described therein shall be committed to the Covenants contained in this DECLARATION and shall be considered "Property" as fully as though originally designated herein as "Property".

- 1.3 **Mergers.** Upon a merger or consolidation of the ASSOCIATION with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this DECLARATION within the Property together with the covenants and restrictions established by Supplemental DECLARATION upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

2 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 1.1 **Membership.** Except as is set forth in this Section 3.1, every Person who is a record titleholder of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such Person which holds such interest merely as a security for the performance of any obligation shall not be a MEMBER.

- 1.2 **MEMBER's Voting Rights.** The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

- 1.3 **BOARD.** The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

1.3.1 The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than ten percent (10%) of the total number of votes of MEMBERS as determined by the Articles.

1.3.2 After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3.3.1 of this Section, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However,

any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

2 EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREA

1.1 **MEMBERS' Easement of Enjoyment.** Subject to the provisions of Section 4.3 and Section 4.4, every MEMBER shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

1.2 **Title to Common Area.** Title to the Common Areas shall be vested in the ASSOCIATION which shall hold said property for the benefit and use of the OWNERS within BRIDGEWATER ON TAYLOR CREEK. The ASSOCIATION shall be responsible for ensuring the proper management, maintenance and operation of the Common Areas and all improvements thereon, and for the payment of all property taxes and other assessments which are liens against the Common Areas, from and after the date of recordation of this DECLARATION.

1.3 **Extent of MEMBERS' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

the right of the DEVELOPER and of the ASSOCIATION, in accordance with its Articles and ByLaws, to borrow money for the purpose of improving the Common Area and in aid thereof; and

1.3.1 the right of the ASSOCIATION to take such steps as are reasonably necessary to protect the Common Area against foreclosure; and

1.3.2 the right of the ASSOCIATION to charge reasonable admission and other fees for the use of the Common Area;

1.3.3 dedications to any public agency, authority or utility as set forth on the Plat; and

the right of the ASSOCIATION to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the MEMBERS, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by MEMBERS entitled to cast twothirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the

proposed agreement and action thereunder is sent to every MEMBER at least ninety (90) days in advance of any action taken.

1.4 **Easements.**

1.1.1 **Utility Service and Drainage Easements.** In addition to that shown on the Plat, there is hereby created a blanket easement upon, across, over, through and under the Property for the installation, replacement, repair and maintenance of all utility and service lines and systems, and irrigation including but not limited to electric, gas, water, sewer, telephone, electric, cable television, security, and surveillance or communication lines and systems, and irrigation. By virtue of this easement it shall be expressly permissible for the DEVELOPER or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Units and on, in and under the roofs and exterior walls of the Units, providing the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonably interfere with the use of the Units. Except as otherwise provided below, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems may be installed or relocated on the Property except as are approved by the DEVELOPER. The DEVELOPER may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility. This power to create easements shall also include the power to modify or relocate easements which are created.

Once the DEVELOPER closes upon the sale of the last Unit in the Property, the powers vested in the DEVELOPER shall terminate, and shall then vest in the ASSOCIATION. Such powers shall be exercised by the BOARD in its reasonable discretion without the need for joinder of any OWNER.

1.2 **Maintenance Easement in Favor of the DEVELOPER and ASSOCIATION.**

There is hereby reserved to the DEVELOPER and to the ASSOCIATION an easement over the Common Area for the ASSOCIATION's maintenance obligations pursuant to this DECLARATION.

1.3 **Encroachments.** If any Unit encroaches upon any of the Common Area for any reason other than the intentional act of an OWNER, or if any Common Area encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

1.4 **Ingress and Egress.** A non-exclusive easement shall exist in favor of each OWNER and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Area as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Area as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

Easement of Enjoyment to Common Area. Every OWNER has a right and easement of enjoyment of the Common Area, subject to any limitations in this DECLARATION and reasonable Rules and Regulations.

2 COVENANT FOR MAINTENANCE ASSESSMENTS.

1.1 Creation of the Lien and Personal Obligation for Assessments. Each OWNER of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) Quarterly Assessments for Common Expenses; (2) Special Assessments for Capital Improvements; and (3) Original Assessment for Working Capital, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Quarterly and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

1.2 Purpose of Assessments. The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of the Common Area and of the Units situated upon the Property, including, but not limited to:

1.1.1 Payment of operating expenses of the ASSOCIATION; including, without limitation, those incorporation or start-up expenses necessary to form and otherwise organize the ASSOCIATION and to create this DECLARATION;

1.1.2 Construction, improvement and maintenance of the Common Area;

Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;

Such insurance as the Board, in its business judgment, determines advisable, which may include, without limitation, flood and wind insurance and liability insurance.

1.1.3 Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Area, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;

Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety

hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property;

Repayment of funds and interest thereon, borrowed by the ASSOCIATION; and

1.1.4 Maintenance and repair of easements shown on any recorded subdivision plat.

The ASSOCIATION will provide lawn maintenance for BRIDGEWATER ON TAYLOR CREEK. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the BOARD. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. It is anticipated the ASSOCIATION will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

1.1.5 Any and all expenses necessary to: (i) maintain and preserve the Common Area; (ii) maintain, repair and replace the Common Structural Elements; (iii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the ASSOCIATION, and fixtures and equipment upon the Common Area in a manner consistent with the development of the Property and in accordance with the covenants and restrictions contained herein and in conformity with all applicable federal, state, county or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iv) maintain and repair the portions of the Property which are the responsibility of the ASSOCIATION, including, without limitation, any entrance sign(s) placed by DEVELOPER on the Common Area.

1.2 Quarterly Assessments.

1.1.1 **Quarterly Assessment.** Until changed by the BOARD in accordance with the terms hereof, the Quarterly Assessment shall be Four Hundred Fifty and No/100 per Lot, payable quarterly, in advance, on January 1, April 1, July 1, and October 1 of each year. This Quarterly Assessment shall be prorated in the year of initial purchase of the Lot. The Quarterly Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. The DEVELOPER shall not be required to pay Quarterly Assessments for Units owned by the DEVELOPER; provided, however, that, in accordance with Section 720.308, Florida Statutes, DEVELOPER shall be obligated for any operating expenses incurred that exceed the assessments received from the OWNERS and other income of the ASSOCIATION. Each OWNER shall be responsible for a fractional amount of the total amount of the Common Expenses, Special Assessments and Reserves, with the fractional amount for each Unit being determined by dividing one by the total number of Units in BRIDGEWATER ON TAYLOR CREEK.

Adjustment to Quarterly Assessment. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be

divided by the number of Units to establish the Quarterly Assessment for Common Expenses per Unit. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Quarterly Assessment for Common Expenses for each Unit. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the Quarterly Assessments for Common Expenses for each Unit. If the expenditure of funds is required by the ASSOCIATION in addition to funds produced by the Quarterly Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Quarterly Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

1.2 Special Assessments for Capital Improvements.

1.1.1 In addition to the Assessments for Common Expenses authorized by Section 5.3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

The BOARD may also levy Special Assessments pursuant to Section 6 hereof for the maintenance, repair or replacement of Common Structural Elements.

1.2 **Working Capital.** A contribution shall be made by or on behalf of the OWNERS to the working capital of the ASSOCIATION in an amount to be determined from time to time by the BOARD upon every initial and subsequent transfer of record title to a Lot (i.e. an initial sale or resale). The capital contribution shall be fixed by the BOARD. The DEVELOPER, its parent, subsidiaries, affiliates and assigns, shall be exempt from payment of the contribution required by this section. The capital contribution required by the Section shall constitute an assessment against the Lots and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Section.

Certificate of Payment. The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

1.3 **Payment of Assessments for Common Expenses.** Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Unit within the Property then owned by and/or under the

jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

Assessments for Common Expenses For Units Owned by the DEVELOPER.

Notwithstanding anything contained in this Section to the contrary, the DEVELOPER shall not be required to pay Assessments for any Units owned by the DEVELOPER; provided, however, that, in accordance with Section 720.308, Florida Statutes, DEVELOPER shall be obligated for any operating expenses incurred that exceed the assessments received from the OWNERS and other income of the ASSOCIATION. DEVELOPER may elect to make a loan to the ASSOCIATION to assist the ASSOCIATION with its financial needs. In such event, the ASSOCIATION shall be required to repay the DEVELOPER the full loan amount, plus a reasonable interest rate, within a reasonable period of time.

1.4 Monetary Defaults and Collection of Assessments.

Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida, on the amount owed to the ASSOCIATION. Such interest shall accrue from the due date of the Assessment, on the monies owed.

Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days of the date when due, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special

Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a Claim of Lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the OWNER of any Unit by reason of such foreclosure, it shall offer such Unit for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

1.4.1 Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all Property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this DECLARATION), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a Claim of Lien in the Public Records of Okeechobee County, Florida, stating the description of the Unit(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the Claim of Lien) have been fully paid. The Claim of Lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

Transfer of a Unit after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of any Unit. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to

any Unit purchased by or transferred to such new OWNER. A new OWNER by accepting a Deed for the Unit expressly agrees to the provisions of this section.

Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the ASSOCIATION. For purposes of this DECLARATION, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

- 1.5 Certificate as to Unpaid Assessments or Default. Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Unit, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this DECLARATION.

Exempt Property. The following property subject to this DECLARATION shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; and all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

2 COMMON STRUCTURAL ELEMENTS.

- 1.1 Common Structural Elements. Each building containing Townhouse Units ("Building") shall contain Common Structural Elements which include, but are not limited to, the following:

All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located on or within the Building and which directly or indirectly in any way service more than one (1) Unit in the Building.

1.1.1 All division walls ("Party Walls") between two (2) Units located upon a lot line between two (2) Units. A division wall is found to be not on a lot line shall not preclude

that division wall from being a Party Wall. The OWNERS of the Units adjacent to a Party Wall shall own such Party Wall as tenants in common.

1.1.2 The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

1.1.3 Any and all walls or columns necessary to support the roof structure, all of which are collectively referred to herein as "Bearing Walls."

Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of the Building, all of which are collectively referred to herein as the "Exterior Finish."

The entire concrete floor slab, or wood floor system if utilized in lieu thereof, and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring."

The walls (other than Party Walls) or fences erected or which may be erected along the lot lines and all foundational and support structures with respect thereto.

1.2 **Encroachments.** Any Common Structural Elements, or parts thereof, extending beyond a Unit or into the Common Area, shall not be deemed to violate the provisions of this DECLARATION, and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

Repair and/or Replacement. Notwithstanding any provision in this DECLARATION to the contrary, in the event any Common Structural Element or part thereof located within a Unit requires maintenance, repair or replacement and the Board determines that the necessity for such maintenance, repair or replacement was not due to any act or failure to act on the part of the OWNER of the Unit in question and the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any particular Unit, then upon such determination by the BOARD, the cost of such maintenance, repair or replacement shall be determined to be the subject of a Special Assessment and shared equally by all of the Units comprising the Building to the extent that such cost is not covered by Homeowners Insurance.

2 ENFORCEMENT OF NONMONETARY DEFAULTS.

Nonmonetary Defaults. In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this DECLARATION, or the Governing Documents, the ASSOCIATION shall notify the MEMBER or OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after the receipt of such written notice, or if the violation is not capable of being cured within such seven

(7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

Specific Performance. Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

Damages. Commence an action to recover damages; and/or

Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any Improvement or performing any maintenance required to be performed by this DECLARATION, including the right to enter upon the Unit to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this DECLARATION.

Expenses. All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Section or Section 5.

- 2.1 **No Waiver.** The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

- 2.2 **Enforcement By or Against Other Persons.** In addition to the foregoing, this DECLARATION may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions

contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

- 2.3 **Certificate as to Default.** Upon request by any MEMBER, or OWNER, or an Institutional Lender holding a mortgage encumbering any Unit, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this DECLARATION.

2.4 **Maintenance**

Easement. DEVELOPER hereby grants to the ASSOCIATION and its successors and assigns an easement for ingress and egress over the Property for the purpose fulfilling its duties of maintenance and/or repair obligations in accordance with the provisions hereof.

ASSOCIATION Responsibility. The ASSOCIATION shall maintain, repair and replace the following portion of the Lots within BRIDGEWATER ON TAYLOR CREEK:

2.4.1.1 All landscaping installed by the DEVELOPER, including periodic lawn mowing.

All irrigation systems, installed by the DEVELOPER, including all sprinkler heads, lines and pumps.

2.4.1.2 All roofs, soffits and fascia.

Painting or staining any outside or exterior portion of the initial residence constructed on the Lot, including all approved alterations.

Any disagreements concerning the scope of ASSOCIATION's maintenance responsibility or its performance thereof shall be resolved by the BOARD.

Management. The ASSOCIATION may contract with any person or management company for the purposes of carrying out the maintenance services and other obligations of the ASSOCIATION provided for in this DECLARATION.

2.4.2 **Common Expenses.** The cost of all of the maintenance, repairs and replacements described herein (including electricity for the irrigation system) shall be a Common Expense, provided that each OWNER shall be subject to a Special Assessment for any additional costs or expenses due to their negligence or willful misconduct.

OWNER Responsibilities. The OWNERS shall be responsible for the following:

- 1.1.1.1 Maintenance of light bulbs in external fixtures controlled from inside the units.
- 1.1.1.2 Maintenance of patio furniture and landscaping.
- 1.1.1.3 Cleaning of exterior windows.

2 INDEMNIFICATION.

1.1 Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Section, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined

that he is entitled to be indemnified by the ASSOCIATION as authorized in this Section.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Section shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent of the ASSOCIATION, and shall inure to the benefit of the heirs, executors and administrators of such a Person.

The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Section.

- 2 **RESTRICTIVE COVENANTS.** The Property shall be subject to the following Restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

- 1.1 **Occupancy of Lots.** Each Lot shall be occupied by OWNERS and tenants and their family members and guests and employees, as a residence and for no other purpose, subject to any other provision in this DECLARATION and in the Rules and Regulations relating to use of the Lot.

Age. There is no age restriction in BRIDGEWATER ON TAYLOR CREEK.

Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless approved in writing by the DEVELOPER or the ASSOCIATION.

- 1.2 **Antennas, Aerials, Discs 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 ASSOCIATION. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

1.3 **Litter**. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Unit upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

1.4 **Subdivision or Partition**. No portion of the Property shall be subdivided except with the DEVELOPER's prior written consent. After the DEVELOPER no longer owns any portion of the Property, written consent must be obtained from the ASSOCIATION. No subdivision or partition of any Unit may be made in a manner inconsistent with local law.

1.5 **Common Area**. Nothing shall be stored, constructed within or removed from the Common Area other than by the DEVELOPER, except with the prior written approval of the BOARD.

Insurance Rates. Nothing shall be done or kept on the Common Area which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

1.6 **Air Conditioners**. Window or wall-mounted air conditioning units are prohibited.

Newspapers. No OWNER or resident shall install or maintain any newspaper box on the Properties. All newspapers delivered to a Lot shall be brought inside daily and shall not be permitted to accumulated on any Lot or common area.

Pets and Animals. OWNERS and tenants are permitted to have pets and animals as a privilege, but only as follows:

Animals and pets shall be restricted to one (1) cat, dog, or bird per unit and fish in reasonable numbers.

1.6.1 When outside of the Unit, all dogs must be accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No dogs shall be permitted to run at large outside the Unit.

1.6.2 The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the animal/pet.

1.6.3 The owner/custodian of the animal or pet shall remove his or her animal or pet from the Property when such animal or pet emits excessive noise such that same may be heard outside of the Unit.

Any pet/animal owner's privilege to have a pet/animal reside in the Property shall be revoked if the pet/animal shall create a nuisance or shall become a nuisance.

Exception. The provisions of Section 9.13 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Lots; provided, however that the following shall not violate this Section:

Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.

The practice of leasing Lots.

The business of operating the ASSOCIATION.

Signs. No signs, freestanding or otherwise installed, shall be erected or displayed to the public view on any Unit. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Solar Panels. Solar panels shall be permitted only as required by Florida Statutes Section 163.04, as amended from time to time, and to the extent not prohibited by said statute, the ARB shall be permitted to dictate the placement, screening and color of same.

Solicitation. No business solicitation whatsoever shall be permitted in the Community, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the BOARD. This shall not preclude an OWNER from inviting a person or firm to enter BRIDGEWATER ON TAYLOR CREEK for the purpose of contracting business with an OWNER.

Leasing of Lots with Dwelling Structures.

General. An OWNER may lease only his entire Lot, and then only in accordance with the DECLARATION, without the need for ASSOCIATION approval. However, each OWNER shall be required to advise the ASSOCIATION of any lease or change in occupancy, and the ASSOCIATION shall be permitted to adopt a form for the OWNER and/or lessee to execute providing reasonable information relating to same.

Contents of Lease Agreement. Every lease, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

The lessee and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended

from time to time, and the failure to do so shall constitute a material default and breach of the lease.

Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the OWNER/landlord shall be paid by the lessee directly to the ASSOCIATION, so long as the ASSOCIATION notifies the OWNER/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the OWNER shall remain primarily liable for the payment of any and all such sums to the ASSOCIATION until same are paid in full.

The parties recognize that the ASSOCIATION, as agent for the landlord/OWNER, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.

Subleasing; Renting Rooms. Subleasing of a Lot shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Lot. The intention is that only entire Lots may be rented, and Lots may not be sublet.

Frequency of Leasing. No lease shall be made more often than once in any 12 month period. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.

Lease Terms. The minimum permitted lease term shall be six months.

Ownership Transfer of Lots. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Lot shall be subject to the following provisions so long as the Community exists, which provisions each OWNER of a Lot agrees to observe.

Forms of Ownership.

General. Except as otherwise provided in this Section, there is no limit as to how a Lot may be owned.

Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the MEMBER from such Lot, and the occupancy of the Lot shall be as if the life tenant was the only OWNER. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the ASSOCIATION. The life tenant shall be liable for all assessments and Charges against the Lot. Any consent or approval required of MEMBER may be given by the life

tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-OWNERS.

Transfer of Ownership of Lots. OWNERS may transfer title to Lots without the need for ASSOCIATION approval. However, each OWNER shall be required to advise the ASSOCIATION of any transfer of ownership, and the ASSOCIATION shall be permitted to adopt a form for the OWNER and/or purchaser/new OWNER to execute providing reasonable information relating to same.

Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and subtenants shall be bound and abide by this DECLARATION. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Section 5. 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 to enforcement of these provisions against the OWNER or such other Person. The ASSOCIATION may require each OWNER to sign an acknowledgment that the OWNER has read and understands all of the ASSOCIATION'S rules, and agrees to abide by them.

Exculpation of the DEVELOPER, the BOARD and the ASSOCIATION. The DEVELOPER, the BOARD and the ASSOCIATION 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 the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

No Implied Waiver. The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

- 1.1 Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Section by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION, and fines may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate. No fine or suspension of OWNERS rights shall be imposed without notice

to the OWNER of at least 14 days. The OWNER shall be entitled to an opportunity for a hearing before a committee of at least 3 members appointed by the Board who are not officers, directors or employees of the ASSOCIATION, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Committee, by majority vote does not approve a proposed fine or suspension, it may not be imposed. The Committees decision is final.

The foregoing requirements do not apply to fines or suspensions for failure to pay assessments or other charges. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida.

- 2 **INSURANCE AND CONDEMNATION.** The ASSOCIATION shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the ASSOCIATION Expenses:

- 1.1 **Public Liability Insurance.** A comprehensive policy or policies of general liability insurance naming the ASSOCIATION and, for so long as DEVELOPER owns any Unit, DEVELOPER as named insureds thereof and including the OWNERS as insureds thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Area and any improvements and Buildings located thereon and/or the Common Structural Elements and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the ASSOCIATION is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Common Area and/or the Common Structural Elements; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Common Area and/or to the Common Structural Elements. The insurance purchased shall contain a Severability of Interest endorsement, or equivalent coverage, which would preclude the insurer from denying the claim of an OWNER because of the negligent acts of either the ASSOCIATION, DEVELOPER or any other OWNERS or deny the claim of either DEVELOPER or ASSOCIATION because of negligent acts of the other or the negligent acts of an OWNER. All liability insurance shall contain cross liability endorsements to cover liabilities of the OWNERS as a group to an OWNER. Each OWNER shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and, if the OWNER so determines, for supplementing any insurance purchased by the ASSOCIATION. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

1.2 **Hazard Insurance.** Each OWNER shall be responsible for the purchase of casualty insurance for all of his personal property. The ASSOCIATION shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements, including personal property owned by the ASSOCIATION, in and for the interest of the ASSOCIATION, all OWNERS and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the BOARD. The ASSOCIATION shall purchase insurance for each Building now located or which may hereafter be located or built in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the BOARD. The BOARD may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The Casualty Insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

1.3 **Flood Insurance.** If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the ASSOCIATION Property and the Buildings, if available, under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurance Insurers ASSOCIATION, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

Form of Policy and Insurance Trustee. The ASSOCIATION may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements operated by the ASSOCIATION. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the ASSOCIATION and assessed as part of the Quarterly Assessment. The company (or companies) with which the ASSOCIATION shall place its insurance coverage, as provided in this DECLARATION, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The ASSOCIATION shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the ASSOCIATION from

time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the BOARD and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within BRIDGEWATER ON TAYLOR CREEK to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as DEVELOPER owns any Unit(s), DEVELOPER shall have the right, but not the obligation, to require the ASSOCIATION to designate an Insurance Trustee other than the BOARD. Notwithstanding anything to this DECLARATION to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or DEVELOPER. The Lead Mortgagee shall inform the ASSOCIATION by written notification if it requires the use of an Insurance Trustee other than the BOARD. If the use of an Insurance Trustee other than the BOARD is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the ASSOCIATION within thirty (30) days after notice from the ASSOCIATION of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

Required Policy Provisions. All such aforesaid policies shall provide that they may not be cancelled without at least ten (10) days' prior written notice to the ASSOCIATION and "Listed Mortgagees" (as hereinafter defined) and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The ASSOCIATION is hereby irrevocably appointed agent for each OWNER to adjust all claims arising under insurance policies purchased by the ASSOCIATION. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds. The ASSOCIATION may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

Restrictions of Mortgagees. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to OWNERS and/or their respective mortgagees.

Distribution of Insurance Proceeds and Losses. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the ASSOCIATION, OWNERS and mortgagees under the following terms:

In the event a loss, insured under the policies held by the Insurance Trustee, occurs to any improvements within any of the Units alone,

without any loss to any other improvements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the OWNERS of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these OWNERS to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the ASSOCIATION, may rely upon the written statement of the ASSOCIATION as to whether or not there has been a loss to the Units alone, the Common Structural Elements or any combination thereof.

In the event that a loss of Fifty Thousand Dollars (\$50,000) or less occurs to improvements within one (1) or more Units and to improvements within Common Structural Elements contiguous thereto, or to improvements within the Common Structural Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the ASSOCIATION. Upon receipt of such proceeds, the ASSOCIATION will cause the necessary repairs to be made to the improvements within the Common Structural Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Structural Elements, but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Structural Elements and the balance of the funds ("Balance") shall be apportioned by the ASSOCIATION to repair the damage to the improvements within Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained to improvements within said Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Unit and the cost of repair shall be paid as a special assessment to the ASSOCIATION by the OWNER of such damaged Unit.

In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) as a result of damages to the improvements within the Common Structural Elements and/or Units and Common Structural Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

1.1 The BOARD shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

1.2 In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 10.7.3.3 below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the ASSOCIATION, by any Institutional Trustee and shall deliver the

same to the Insurance Trustee. Further, the ASSOCIATION shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the ASSOCIATION and the contractor. Subject to the foregoing, the BOARD shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

1.3 In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Structural Elements and Units contiguous to such damaged Common Structural Elements, the Board shall hold a special meeting to determine a special assessment against all of the OWNERS to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the BOARD of the amount of such special assessment, the BOARD shall immediately levy such special assessment against the respective Units setting forth the date or dates of payment of the same, and any and all funds received from the OWNERS pursuant to such special assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 10.7.3.2 immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), and three-fourths (3/4) of the OWNERS advise the Board in writing on or before the date for the first payment thereof that they are opposed to a special assessment, then the Insurance Trustee shall divide the net insurance proceeds equally among the OWNERS and shall promptly pay each share of such proceeds to the OWNERS and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the OWNERS and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then OWNERS and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

1.1.1 In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any special assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the OWNERS in proportion to their contributions by way of special assessment.

1.1.2 In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any special assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or special assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

1.1.3 Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for BRIDGEWATER ON TAYLOR CREEK, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and substantial change in new plans and specifications approved by the Board from the plans and specifications of BRIDGEWATER ON TAYLOR CREEK as previously constructed shall require approval by the Lead Mortgagee.

1.1.4 The BOARD shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements with Units alone, Common Structural Elements alone or to improvements within any combination thereof.

1.1.5 Notwithstanding anything in this Section to the contrary, the amounts set forth for the purchase of insurance in this Section are the minimum amounts to be purchased. Therefore, OWNERS or the ASSOCIATION, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation of warranty of any kind by DEVELOPER or the ASSOCIATION as to the proper amount or kinds of insurance required.

1.1.6 Policies insuring the property purchased pursuant to the requirements of this Section shall provide that any insurance trust agreement shall be recognized; the right of subrogation against OWNERS will be waived; the insurance will not be prejudiced by any acts or omission of individual OWNERS who are not under the control of the ASSOCIATION; and the policy will be primary, even if an OWNER has other insurance that covers the same loss.

1.1.7 Nothing contained herein shall prohibit the ASSOCIATION from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Section, provided that the coverages required hereunder are fulfilled.

1.2 **Fidelity Coverage.** Adequate Fidelity Coverage to protect against dishonest acts of the officers and employees of the ASSOCIATION and the Directors and all others who handle are responsible for handling funds of the ASSOCIATION (whether or not they receive compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

1.1.1 Such bonds shall name the ASSOCIATION as an obligee and premiums therefor shall be paid by the ASSOCIATION;

1.1.2 Such bonds shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Contributing Units, plus the Reserves, if any, but in no event less than Ten Thousand Dollars (\$10,000) for each such person; and

1.1.3 Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Notwithstanding the foregoing, in the event the ASSOCIATION determines that the cost of such insurance is economically unwarranted or is not obtainable, the ASSOCIATION may determine to either reduce the amount of such insurance, increase the deductible amount of discontinue coverage.

Cancellation or Modification. All insurance policies purchased by the ASSOCIATION shall provide that they may not be cancelled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the ASSOCIATION and to each first mortgage holder named in the mortgage clause.

1.2 **Condemnation.** In the event the ASSOCIATION receives any award or payment arising from the taking of any ASSOCIATION Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain. The net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the ASSOCIATION and approved by OWNERS owning at least two-thirds (2/3) of the Units, and the remaining balance thereof, if any, shall then be distributed pro rata to OWNERS and mortgagees of lots as their respective interests may appear.

2 DEVELOPER'S LOTS AND PRIVILEGES; DEVELOPER DESIGNEES

The following provisions shall apply in addition to any and all provisions contained elsewhere in this DECLARATION with respect to the DEVELOPER's Lots and privileges. The provisions of this Section shall take precedence over any other provisions to the contrary in this DECLARATION, or in the Articles or By-Laws.

1.1 **Changes in General Plan of Development.** Until the completion of all of the contemplated improvements to the Properties in BRIDGEWATER ON TAYLOR CREEK and the sale of all Lots contemplated within BRIDGEWATER ON TAYLOR CREEK, the DEVELOPER reserves the right, without joinder of any person or entity, to make such changes to the General Plan of Development as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable; provided that any changes when made will provide facilities as good as or better than those shown on the development plans filed with the appropriate governmental authority.

Deposits and Payments. The DEVELOPER shall be entitled to receive back any and all deposits refunded by any utility company or governmental authority, and shall be entitled to payments received by the ASSOCIATION with respect to the construction of private street lights, if any.

Sales/Lease Activities. The DEVELOPER, until all of the lots contemplated within BRIDGEWATER ON TAYLOR CREEK have been sold and closed, shall be irrevocably empowered to sell, lease or rent lots to any person or entity approved by the DEVELOPER without any interference or objection from the ASSOCIATION, and without any limitation.

Furthermore, the DEVELOPER reserves the right to retain title to any lots and lease all or portions of same, without any intention of selling them. The DEVELOPER shall have the right to transact upon the Properties any business necessary to consummate the sale/lease of lots, including, but not limited to, the right to construct, install, maintain and use temporary construction, office, storage and sales facilities, place signs, banners and flags on the Properties for construction or sales purposes; use the Common Area for sales offices or for sales and promotional purposes; the right to maintain models, have signs, employees in the office, use the Common Areas and to show Units and conduct sales activities relating to property owned by the DEVELOPER or any of its affiliates which are situated outside of BRIDGEWATER ON TAYLOR CREEK. Any sales office, signs, fixtures, furnishings or other tangible personal property belonging to the DEVELOPER shall not be considered as part of the Properties nor owned by the ASSOCIATION and shall remain the property of the DEVELOPER.

Special Provision Regarding The DEVELOPER's Designees. The DEVELOPER shall be permitted, without relinquishing any rights of the DEVELOPER hereunder, to designate certain builders and contractors (whether or not affiliated with the DEVELOPER) who shall be permitted to transact any business necessary to consummate the sale/lease of Lots, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the Properties and show Lots. The DEVELOPER shall be permitted to impose limitation(s) upon anyone or more of said builders and contractors in connection with same. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the particular builder and/or contractor shall not be considered as part of the Properties nor owned by the ASSOCIATION and shall remain the property of the particular builder and/or contractor.

Charges and Liens; Common Expenses.

1.1.1 **Exemption from Interest and Late Charges.** The DEVELOPER's Lots shall be exempt from any obligation to pay interest or late fees with respect to non-payment of monies due and owing by the DEVELOPER to the ASSOCIATION, and at no time shall the ASSOCIATION be permitted to file a Claim of Lien against any Lot owned by the DEVELOPER. The DEVELOPER shall be entitled to injunctive relief and/or damages, including punitive damages, for any such liens filed.

Credits. The DEVELOPER shall be permitted to pay any common expenses of the ASSOCIATION, and when doing so, shall be entitled to credit/offset against any sums due and owing by the DEVELOPER to the ASSOCIATION.

1.2 **Assignment and Assumption of DEVELOPER's Rights and Privileges.** The DEVELOPER hereby reserves the right to assign any or all of the rights of the DEVELOPER under the Governing Documents, in whole or in part, with respect to the Properties, to any other person or entity. In connection with such assignment, any assignee shall not be liable for any action of a prior developer. Any Institutional Mortgagee acquiring title to any of the Properties by foreclosure or by a deed in lieu of foreclosure has the right, but not the obligation, to assume any of the rights and obligations of the DEVELOPER; and regardless of such assumption, shall have the

right to assign any rights of the DEVELOPER under the Governing Documents to any subsequent purchaser from the Institutional Mortgagee.

2 MISCELLANEOUS PROVISIONS.

- 1.1 **Common Area and Other Disputes With the DEVELOPER.** In the event that there are any warranty, negligence or other claims against the DEVELOPER or any party having a right of contribution from, or being jointly and severally liable with, the DEVELOPER (the "Claims") relating to the design, construction, furnishing or equipping of the Common Area, or other Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

2 The party making the Claims, which shall include the ASSOCIATION as well as any OWNER, (the "Claimant") shall notify the DEVELOPER in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, surveyor other document supporting or forming the basis of the Claims. Such notice shall be provided to the DEVELOPER within one hundred and twenty (120) days after the date for the DEVELOPER to relinquish control of the BOARD as provided for in the By-laws. The failure of the ASSOCIATION or any OWNER to provide the DEVELOPER written notice within such time period shall act as a bar to the ASSOCIATION or OWNER filing any Claims against the DEVELOPER. Such bar shall not serve to permit the ASSOCIATION or any OWNER to then file any Claim in court.

3 Within thirty (30) days of receipt of the notice of the Claims, the DEVELOPER will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the DEVELOPER and the Claimant, not having any then-current business relationship with the DEVELOPER or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the DEVELOPER shall notify the Claimant of the name and address of the Arbitrator.

4 Within thirty (30) days after the DEVELOPER notifies the Claimant of the name and address of the Arbitrator, the Claimant and the DEVELOPER shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.

5 Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Common Area or other Properties in question, and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the DEVELOPER and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the DEVELOPER so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any ASSOCIATION failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the

Claimant or others. At the request of the Claimant or DEVELOPER that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the DEVELOPER shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day time period referenced in this subsection shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the DEVELOPER and Claimant as to when the Final Report shall be issued.

6 The DEVELOPER shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in subsection 13.1.4 above.

7 As to those matters the DEVELOPER elects to correct, upon the completion of all corrective work the DEVELOPER will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the DEVELOPER and the Claimant on whether those items have been corrected.

Such procedure shall be repeated as often as necessary until all items have been corrected.

8 For all purposes, the Final Report and Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Section 682.09 of the Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Section 682.13 of the Code.

9 The Arbitrator shall not be liable to the ASSOCIATION, the Claimant or the DEVELOPER by virtue of the performance of his services hereunder, fraud and corruption excepted.

10 The procedures set forth above shall also be the sole means by which disputes as to ASSOCIATION finances (including, without limitation, the DEVELOPER's payment of assessments, deficit funding obligations, if any, the handling of reserves, if any, and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.

11 In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this DECLARATION as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by an attorney in good standing with The Florida Bar chosen by the DEVELOPER, which arbitrator shall be independent of the

DEVELOPER and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

12 No provision in this Section shall confer standing which is not otherwise available to a party under law.

Assignment of Rights and Duties to ASSOCIATION. The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this DECLARATION. It is understood that the ASSOCIATION has been formed as a home owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

Certificate of Termination of Interest. Notwithstanding anything in this DECLARATION, the Articles or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this DECLARATION, the Articles and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this DECLARATION, the Articles or the Bylaws; (3) the right to require its approval of any proposed amendment to this DECLARATION, the Articles or the Bylaws; and (4) all veto powers set forth in this DECLARATION. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Okeechobee County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Unit, the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to BRIDGEWATER ON TAYLOR CREEK than those of any other OWNER of a Unit. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

Waiver. The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this DECLARATION shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this DECLARATION by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

Covenants to Run with the Title to the Land. This DECLARATION and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

Term of this DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION. After such fifty (50) year period these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION. Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the Public Records of Okeechobee County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DEVELOPER so long as the DEVELOPER owns any portion of the Property.

Amendments to DECLARATION, Articles or Bylaws of the ASSOCIATION. This DECLARATION, as well as the Articles or Bylaws of the ASSOCIATION, may be amended at any time upon the approval of at least twothirds (2/3) of the MEMBERS as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION. As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend this DECLARATION, the Articles or the Bylaws of the ASSOCIATION without the joinder or approval of any member of the BOARD or any MEMBER and no amendment to the Articles or Bylaws shall be effective without the written approval of the DEVELOPER as long as the DEVELOPER owns any portion of the Property.

1.1 **Disputes.** In the event there is any dispute as to the interpretation of this DECLARATION or whether the use of the Property or any portion thereof complies with this DECLARATION, such dispute shall be referred to the BOARD. An OWNER may refer a final BOARD decision for mediation in accordance with Section 720.311, Florida Statutes. However, any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this DECLARATION and shall not be subject to a determination to the contrary by the BOARD.

1.2 **Governing Law.** The construction, validity and enforcement of this DECLARATION shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this DECLARATION shall be in Okeechobee County, Florida.

Invalidation. The invalidation of any provision or provisions of this DECLARATION by lawful court order shall not affect or modify any of the other provisions of this DECLARATION, which other provisions shall remain in full force and effect.

Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Conflict. This DECLARATION shall take precedence over conflicting provisions in the Articles and Bylaws of the ASSOCIATION and the Articles shall take precedence over the Bylaws.

Notice. Any notice required to be sent to any MEMBER or OWNER under the provisions of this DECLARATION shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

Priorities in Case of Conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

Florida Statute §617.0302

- 13 Florida Statute §§720.301, et. seq.
- 14 Other Florida Statutes which apply.
- 15 This DECLARATION.
- 16 The Articles.
- 17 The By-laws.

IN WITNESS WHEREOF, the DEVELOPER, B&T Fair Investments, Inc., a Florida corporation, has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

B&T Fair Investments, Inc. a Florida
corporation

Print Name: _____

By: _____
Subarna Joshi, President

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was signed before me this ____ day of _____, 2023 by Subarna Joshi, as President of B&T Fair Investments, Inc., a Florida corporation, on behalf of the Company,

Physical Presence _____
Online Notarization _____
Personally Known _____
Produced Identification _____
Type of Identification _____

Notary Public--State of Florida
Print Notary Name: _____
My Commission Number is: _____
My Commission Expires: _____

Name:
Typed, printed or stamped
I am a Notary Public of the State of Florida

(NOTARY SEAL)

JOINDER AND CONSENT OF MORTGAGEE

WAUCHULA STATE BANK, the holder of that certain Mortgage encumbering the Property, which instrument is dated April 14, 2022, and is recorded as Official Records File # 2022005264, Public Records of Okeechobee County, Florida, and the holder of that certain Assignment of Rents encumbering the Property, which instrument is dated April 14, 2022, and is recorded as Official Records File # 2022005386, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of the Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of the Mortgage.

Signed, sealed and delivered
in the presence of:

Print Witness Name:

By: _____

Print Name:
Its:

Print Witness Name:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged and subscribed before me ☒ in my physical presence or ☐ by online notarization by _____, in his/her capacity as _____ of WAUCHULA STATE BANK, on behalf of the Bank, who ☐ is personally known to me or ☒ has produced _____ as identification, and who did not take an oath.

Name:
Typed, printed or stamped
Notary Public of the State of Florida

(NOTARY SEAL)

SCHEDULE OF EXHIBITS

EXHIBIT "A"	Articles of Incorporation of BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not- for-profit corporation
EXHIBIT "B"	By-Laws of BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not-for-profit corporation
EXHIBIT "C"	Legal Description

EXHIBIT "C"
LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, SAID CORNER BEING ON THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR THE UNNAMED STREET, 66 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, AND AS DEDICATED AND SHOWN ON THE PLAT OF WILCOX SHORES, PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, NOW NAMED SOUTHEAST 8TH AVENUE, SAID CORNER BEING A POINT ON A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 601.12 FEET, A RADIAL LINE BEARS N75°47'43"W FROM SAID POINT TO THE RADIUS POINT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES;
(1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 22°00'13", A DISTANCE OF 230.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 738.75 FEET;
(2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 4°05'31", A DISTANCE OF 52.76 FEET, TO A POINT OF NON-TANGENCY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR;

THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N89°26'45"W, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 199.46 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EDGE OF TAYLOR CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE ALONG THE EASTERLY EDGE OF TAYLOR CREEK, MORE OR LESS, FOR THE FOLLOWING 4 COURSES;

- (1) THENCE N14°28'24"E, A DISTANCE OF 90.83 FEET;
- (2) THENCE N17°52'43"E, A DISTANCE OF 36.13 FEET;
- (3) THENCE N11°26'53"E, A DISTANCE OF 63.57 FEET;
- (4) THENCE N23°04'28"E, A DISTANCE OF 72.94 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 5;

THENCE, DEPARTING THE EASTERLY EDGE OF TAYLOR CREEK, S89°26'45"E, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 251.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Option 1

Years of Service	Current Monetary Award	Proposed Award/Percent of Salary	Example Salary \$50,000
15	None	0.5%	\$250.00
20	\$250.00	1.0%	\$500.00
25	\$500.00	2.0%	\$1,000.00
30	\$750.00	3.0%	\$1,500.00
35	\$1,000.00	4.0%	\$2,000.00
40	\$1,250.00	4.5%	\$2,250.00

Option 2

Years of Service	Current Monetary Award	Proposed Award/Percent of Salary	Example Salary \$50,000
15	None	1.0%	\$500.00
20	\$250.00	2.0%	\$1,000.00
25	\$500.00	3.0%	\$1,500.00
30	\$750.00	4.0%	\$2,000.00
35	\$1,000.00	4.5%	\$2,250.00
40	\$1,250.00	5.0%	\$2,500.00

Option 3

Years of Service	Current Monetary Award	Proposed Award/Percent of Salary	Example Salary \$50,000
15	None	1.0%	\$500.00
20	\$250.00	2.0%	\$1,000.00
25	\$500.00	3.0%	\$1,500.00
30	\$750.00	4.0%	\$2,000.00
35	\$1,000.00	5.0%	\$2,500.00
40	\$1,250.00	6.0%	\$3,000.00