



**City of Okeechobee**  
**TECHNICAL REVIEW COMMITTEE**  
**55 SOUTHEAST THIRD AVENUE ♦ OKEECHOBEE, FL 34974**  
**August 17, 2023**  
**LIST OF EXHIBITS**

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**Draft Minutes**

Summary of Committee Action July 20, 2023

**Staff Report/Exhibit 1**

Pre-Application Plat Review/Site Plan Application No. 23-010-TRC



**CITY OF OKEECHOBEE, FLORIDA**  
**TECHNICAL REVIEW COMMITTEE MEETING**  
**JULY 20, 2023**  
**DRAFT SUMMARY OF COMMITTEE ACTION**

**I. CALL TO ORDER**

Chairperson Ritter called the regular meeting of the Technical Review Committee (TRC) for the City of Okeechobee to order on Thursday, July 20, 2023, at 10:05 A.M. in the City Council Chambers, located at 55 Southeast (SE) 3<sup>rd</sup> Avenue, Room 200, Okeechobee, Florida, followed by the Pledge of Allegiance.

**II. ATTENDANCE**

The following TRC Members were present: City Administrator Gary Ritter, Building Official Jeffery Newell, Okeechobee County Fire Rescue (OCFR) Bureau Chief Keith Bourgault and OCFR Deputy Fire Marshal Jessica Sasser, Police Chief Donald Hagan, Public Works Director David Allen. City Planning Consultant Ben Smith attended electronically via Zoom and Okeechobee Utility Authority (OUA) Executive Director John Hayford (entered the Chambers at 10:10 A.M.). Committee Secretary Patty Burnette and General Services Secretary Keli Trimnal were also present. City Attorney Gloria Velazquez, Okeechobee County Environmental Health (OCEH) Director Dianna May, and the Okeechobee County School Board representative were absent.

**III. AGENDA**

- A. There were no items added, deferred, or withdrawn from the agenda.
- B. Motion by Building Official Newell, seconded by Public Works Director Allen, to approve the agenda as presented. **Motion Carried Unanimously.**
- C. There were no comment cards submitted for public participation.

**IV. MINUTES**

- A. Motion by Building Official Newell, seconded by Public Works Director Allen, to dispense with the reading and approve the June 15, 2023, Regular Meeting minutes and the July 5, 2023, Special Meeting minutes. **Motion Carried Unanimously.**

**V. NEW BUSINESS**

- A. Site Plan Review Application No. 23-008-TRC, to redevelop a vacant 2,425 square-foot building formerly used as a convenience store and gas station to a Medical Marijuana Dispensary, on 1.06± acres, located at 510 Northeast (NE) Park Street.
  - 1. City Planning Consultant Mr. Ben Smith of Morris-Depew Associates, Inc. briefly reviewed the Planning Staff Report recommending the following conditions/outstanding code deficiencies: provision of complete landscape buffers, reduction in the width of the southern access to SE 6<sup>th</sup> 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 and provision of a sidewalk along the entire SE 6<sup>th</sup> Avenue frontage.
  - 2. Building Official Newell inquired about the plans for blocking the path between the Wendy's Restaurant to the West and the site. OCFR Deputy Fire Marshal Sasser commented the circulation for fire access is good and requested a knoxbox for access to the building. Police Chief Hagan inquired as to whether there were any open Code Enforcement cases, and Administrator Ritter responded there were none. In addition, he requested for improvements to be made to the South end of the property and retention pond area, which is not being maintained. He is not in support of a gravel parking area. Public Works Director Allen requested the new sidewalk along SE 6<sup>th</sup> Avenue be extended like was done on the East side with the Burger King Restaurant build, and ADA curbing to meet Florida Department of Transportation (FDOT) specifications. OUA Executive Director Hayford pointed out that there is a 2-inch water main running along the South side of the property and that there possibly could be utility lines as well. Administrator Ritter also suggested improvements being made to the South side and proposed using sod, shell, concrete or paving. He mentioned if should they be proposing to tie in the irrigation with the landscaping, they want to consider irrigation for the South end if proposing sod.

**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 6<sup>th</sup> 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 6<sup>th</sup> 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 8<sup>th</sup> 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.**

**VI. CITY ADMINISTRATOR UPDATE**

No updates provided at this time.

**VII. ADJOURNMENT**

Chairperson Ritter adjourned the meeting at 11:09 A.M.

Submitted by:

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Patty M. Burnette, Secretary

Please take notice and be advised that when a person decides to appeal any decision made by the Technical Review Committee with respect to any matter considered at this proceeding, he/she 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. General Services' media are for the sole purpose of backup for official records.

DRAFT

# 23-010-TRC

## Plat Review Staff Report



Applicant | **Holiday Builders, Inc.**  
Parcel Identification | **See Exhibit D**



*Prepared for The City of Okeechobee*

## General Information

**Owner:** John B. Lashley, Okeechobee Lots LLC, Attn: David Rubin

**Applicant:** Holiday Builders, Inc.

**Primary Contact:** Jeffrey M. Sumner, (863) 763-9474, **Secondary Phone Number:** (863) 634-9474

**Parcel Identification:** See Exhibit D

**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

	Existing	Proposed
<b>Future Land Use</b>	Single-Family Residential, Multi-Family Residential	Single-Family Residential, Multi-Family Residential
<b>Zoning</b>	Residential Multiple Family, Residential Single Family-one	Residential Multiple Family, Residential Single Family-one
<b>Use of Property</b>	Vacant	Vacant
<b>Acreage</b>	29.736	Subject to a replat

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

	Future Land Use	Zoning	Existing Use
<b>North</b>	<b>Unincorporated Okeechobee County:</b> Urban Residential Mixed-Use  <b>City of Okeechobee:</b> Single-Family Residential	<b>Unincorporated Okeechobee County:</b> Residential Single-Family  <b>City of Okeechobee:</b> Residential Single Family-One	Single Family Dwellings, Vacant land, Stormwater Management Lake
<b>East</b>	Commercial, Single-Family Residential, Multi-Family Residential	Commercial Professional Office, Residential Multiple Family	Multi-Family Units, Single-Family Dwellings, Stormwater Management Lake, Vacant Land
<b>South</b>	Industrial, Single-Family Residential, Multi-Family Residential	Industrial, Residential Multiple Family	Civil Construction Contractor, Multi-Family Units, Single-Family Unit, Vacant Land
<b>West</b>	Single-Family Residential	Residential Single Family-One	Vacant Land, Former Single-Family Dwelling



## General Description

The request for consideration by the City's Technical Review Committee is an application for a re-plat and associated infrastructure plan for a residential subdivision. The current re-plat proposes to divide the subject property into 91 developable parcels, including 4 stormwater tracts, in addition to the improvement of 6 roadways. The Applicant is also proposing to donate previously closed alleys back to the City. Staff analysis of the submitted application and plans is provided below. Areas of deficiency or concern are highlighted in yellow.

## Adequacy of Public Facilities

**Potable Water and Sewer:** The applicant has indicated the intention to extend OUA potable water and sanitary sewer lines to provide connections to the proposed parcels. Potable water and sanitary sewer service availability documentation has not been provided within the application package.

**Access and Right-of Way Improvements:** The applicant proposes improvement of NW 11<sup>th</sup> St right-of-way from NW 7<sup>th</sup> Ave to NW 3<sup>rd</sup> Ave.

At the westward terminus of the proposed improvement of NW 11<sup>th</sup> St, a northward extension of NW 7<sup>th</sup> Ave is proposed. The extension of NW 7<sup>th</sup> Ave will connect to a previously improved roadway, NW 12<sup>th</sup> St, in addition to NW 13<sup>th</sup> St, and terminates at a proposed cul-de-sac.

The applicant also proposes improvement of NW 12<sup>th</sup> St, between NW 5<sup>th</sup> Ave and NW 3<sup>rd</sup> Ave.

A northward extension of NW 3<sup>rd</sup> Ave is proposed, between NW 12<sup>th</sup> St and NW 13<sup>th</sup> St. Additionally, an extension of NW 12<sup>th</sup> St between NW 3<sup>rd</sup> Ave and NW 5<sup>th</sup> Ave is proposed.

The applicant proposes improvement of NW 13<sup>th</sup> St from NW 7<sup>th</sup> Ave to NW 3<sup>rd</sup> Ave.

**Service Vehicle Access and Egress:** Sufficiency of fire truck access and egress to be addressed by the Fire Department.

## Infrastructure Plan Comments

### **LDC Sec. 78-36. - Sidewalks, driveways, and pedestrian access.**

(a) When required.

- (1) All projects, except for those involving only one individual single-family structure, constructed in zoning districts set out in section 90-71 of this Code, wherein the lands of the owner and/or developer adjoin a collector or arterial street or city right-of-way, shall provide sidewalks adjacent along each such street or right-of-way.
- (2) Sidewalks shall be provided on residential streets in proposed and replatted subdivisions
- (3) If a sidewalk is proposed on only one side of a residential street, the technical review committee must consider the following prior to approval:
  - a. City sidewalk improvement plans.
  - b. Safety considerations.
  - c. Location of existing or proposed schools and recreation areas, and existing sidewalks.

### Comments

1. Provide detectable warning strips for proposed sidewalks.
2. Sidewalk locations should be based on City of Okeechobee Typical Rural (Non-Gutted) Section adjacent to right of way. (Appendix E Chapter 11 – Construction Standards and Details.

### LDC Sec 86-182 - (e)

Areas to be used for water retention purposes shall be designated as "general purpose areas" on the plat and shall not be shown on the plat in any other way. Such areas shall in no circumstances be given a lot designation in the subdivision. Such areas shall be held in common ownership and maintained by the property owners' association. Such property owners' association shall be provided for in the protective covenants specified in section 86-72, with provisions that provide for maintenance of retention areas and assessment of property owners by the city if the property owners' association fails to adequately maintain such water retention areas. If the city council agrees to accept the dedication of the water retention areas, they shall be deeded as general purpose areas in a given block, as the case may be.

### Comments

3. Common detention areas for subdivision should be depicted as "general purpose areas" outside of the proposed lots on the plat.
4. Label lots and tracts on Lot Geometry plan as depicted on the proposed plat. The plat and Lot Geometry Plan labels do not match.

### LDC Sec. 86-185. - Wastewater and water.

Standards for installation of water, wastewater and storm wastewater are as follows:

Installation of any water and wastewater system shall comply with appropriate state regulations and standard specifications provided in the Public Utilities Manual and the Manual of Standards and Design Construction and Maintenance for Water and Wastewater Systems, and shall be installed under the direction and supervision of, and subject to the inspection and approval of, the city. If any defects shall occur in the water or sanitary wastewater facilities within one year from the date of acceptance by the city, such defects shall be remedied and corrected at the developer's expense. The specifications and location of fire hydrants shall be approved by the city.

### Comments

5. Provide horizontal dimensions between proposed water and sewer mains from existing and proposed mains.
6. Provide for Fire Hydrant locations.
7. Due to numerous conflicts of storm pipes, water and sewer mains, provide plan and profile plans for proposed water and sewer main.
8. Provide locations of proposed water service laterals and sewer service laterals to the right of way limits.
9. Provide proposed lot numbers on utility plans matching the proposed plat numbers to allow for better reference of water and sewer service locations.
10. Prior to construction commencement, provide a sewage collection/transmission system construction permit from Florida Department of Environmental Protection and approval from local sewer authority.



11. Prior to construction commencement, provide a water main extension construction permit from Florida Department of Environmental Protection and approval from local water authority.

**LDC Sec. 86-184. - Bridges and culverts.**

- (a) All bridges and culverts shall meet the standards specified by the state department of transportation as contained in Standard Specifications for Road and Bridge Construction.
- (b) Locations of bridges and culverts, with construction data and full specifications, shall be shown in an exhibit, and approval or acceptance of the final plat shall not be accomplished unless such exhibit is transmitted.

**Comments**

12. Provide for typical driveway design with culverts for future driveways (see also Chapter 46 Article 2) Include calculations for typical driveway culvert size.

**Code of Ordinances Sec. 34-2. - Fire hydrants.**

Fire hydrants shall be provided in all water mains, transmission and distribution systems. Fire hydrants shall be spaced such that the maximum distance for protection will not be more than 500 feet as the fire hose lays. The appropriate fire marshal has final jurisdiction on all hydrant and fire sprinkler line locations during plan review. A fire marshal-approved plan is required with all preliminary plan submissions. Each hydrant shall be capable of delivering a flow of at least 500 gallons per minute with a residual design pressure of not less than 20 psi. Fire hydrants shall be of the dry barrel breakaway type conforming to AWWA C502, with two 2½-inch threaded hose nozzles and one 4½-inch threaded pumper nozzle. Hydrants shall have a 5¼-inch interior valve opening and be restrained from the hydrant to the tee at the main. Restraint by use of "all-thread" rods shall not be allowed. At the discretion of the city administrator, additional protection for fire hydrants shall be provided including, but not limited to, concrete filled ductile iron traffic posts. Fire hydrant branches (from main to hydrant) shall be a minimum of six inches inside diameter. Each branch shall be provided with a resilient seat gate valve located as close as possible to the main. Hydrants shall be located near road lines with the pumper discharge nozzle facing as directed by the fire marshal. Hydrants shall be laid to minimize their vulnerability to traffic.

**Comments**

13. Provide Fire Hydrant locations not more than 500 feet as the fire hose lays.
14. Provide correspondence from Fire Marshall that the location and number of fire hydrants as proposed are sufficient for the development.

**LDC Sec. 78-101. - Requirements.**

- (a) Required stormwater management systems shall comply with state approved standards adopted by the South Florida Water Management District.
- (b) Minimum stormwater management requirements are as follows:
  - (1) Stormwater treatment and disposal facilities shall be designed for a 25-year storm event of 24-hour duration.
  - (2) The first inch of stormwater runoff shall be treated on site.
  - (3) Post development runoff rates, volumes and pollutant loads shall not exceed predevelopment conditions.
  - (4) Erosion and sediment controls shall be used during construction.
  - (5) Minimum road elevation is the crown of the road or 100-year, three-day event, whichever is highest.

**Comments**

15. Please provide additional spot elevations of proposed roadside ditches and intersection edge of pavements.
16. Please provide additional information for the discharge and flow direction of runoff that sheet flows east of the centerline of NW 3<sup>RD</sup> Ave and south of the centerline of NW 11<sup>th</sup> Street.

#### **LDC APPENDIX E, CHAPTER 6, ROADS AND STREETS; TECHNICAL REQUIREMENTS-**

##### **2. Pavement marking/signing/signalization.**

2.1. Pavement markings; general. The design and construction of pavement marking systems shall be in accordance with the following standards:

U.S. Department of Transportation, Federal Highway Administration - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

Florida DOT - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, latest edition.

Florida DOT - Standard Specifications for Road and Bridge Construction, latest edition.

Florida DOT - Roadway and Traffic Design Standards.

American Association of State Highway and Transportation Officials (AASHTO) - A Policy on Geometric Design of Highways and Streets.

2.1.1. Pavement marking plan. Pavement marking and signing plans shall be submitted to the department of public works for review and approval as part of the construction plans for development where street or road construction is included. These plans shall show all new markings including tie-ins to existing markings. Removals of existing markings shall also be shown. Materials shall be specified and shall be in compliance with FDOT standard specifications. The location of raised reflective pavement markers shall be identified.

##### **Comments**

17. Please provide additional signage and striping design to Department of Public Works for approval prior to construction. Remote note 2 from sheet D.1.1 requiring the contractor to provide. The Engineer of Record is to provide Signage and Striping Details. Also, include speed limit and directional street name signs.

#### **LDC APPENDIX E, CHAPTER 7, SUBDIVISION PLANNING**

2.1.1. Maximum length of a cul-de-sac shall be 1,200 feet, unless otherwise approved by the city administrator. Minimum paved radius shall be 36 feet.

##### **Comments**

18. Please provide radius of proposed cul-de-sac.

### **Plat Comments:**

#### **LDC 86-73. - Plats and data for final acceptance or approval.**

- (1) Subdivision name or identifying title and name of recorded owner.
- (16) The plat shall contain on the face thereof an unreserved dedication to the public of all streets, highways, alleys, parks, parkways, easements, commons, or other public places included within the plat, such dedication to be subscribed to by the legal and equitable owners of such lands, which dedication shall be checked for accuracy of description by the city attorney and attested by a notary public.

**Comments for Page 1. Sheet 1 of 2.**

19. Certification of Ownership & Dedication; title commitments name different fee simple owners.
20. Certificate of Title; title commitments name different fee simple owners.
21. Legal Description; plat description and survey description don't match title commitments, and commitments are greater than 90 days old.
22. Typo; Dedication Acknowledgement spelling error. Legal Description: lots 1 through 26, remove period and add comma.

**LDC 86-72. - Plats and data for conditional acceptance or approval.**

(10) Location, names where applicable, and width of all proposed streets, alleys, rights-of-way, easements, and purpose of easements, proposed lot lines with approximate dimensions; lot numbers, and block numbers.

**Comments for Page 2. Sheet 2 of 2.**

23. Block 2, Stormwater Tract "2B" missing bearings & distance calculation error between PT #1004 and PT # 1011.
24. Block 2, Lot 3, missing bearings. distance calculation error between PT #1012 and PT # 1019.
25. Block 5, Lot 5, missing bearings. distance calculation error between PT #1028 and PT # 1035.
26. Block 5, Lot 12, missing bearings. distance calculation error between PT #1036 and PT # 1043.
27. Block 8, Lot 12 missing distance following bearing N 89°49'20" E.
28. Block 8, Lot 6 missing bearing preceding distance 149.99'.
29. Block 9, Lot 11, missing distances.

## Compliance with Water Management Design Requirements

The applicant has provided a Surface Water Management Report indicating that a concurrent South Florida Water Management District Environmental Resource Permit (ERP) application has been filed. The applicant has identified that a portion of the proposed stormwater management pond will remain under the ownership of the City of Okeechobee. Sufficiency of the proposed surface water management system will be addressed by the SWFMD.

## Recommendation

Based on the foregoing analysis, we find the above comments should be addressed prior to final plat approval.

Submitted by:



Ben Smith, AICP  
Director of Planning  
August 8, 2023

Okeechobee Technical Review Committee Hearing: August 17<sup>th</sup>, 2023

## Supplemental Exhibits



Exhibit A: Future Land Use Map

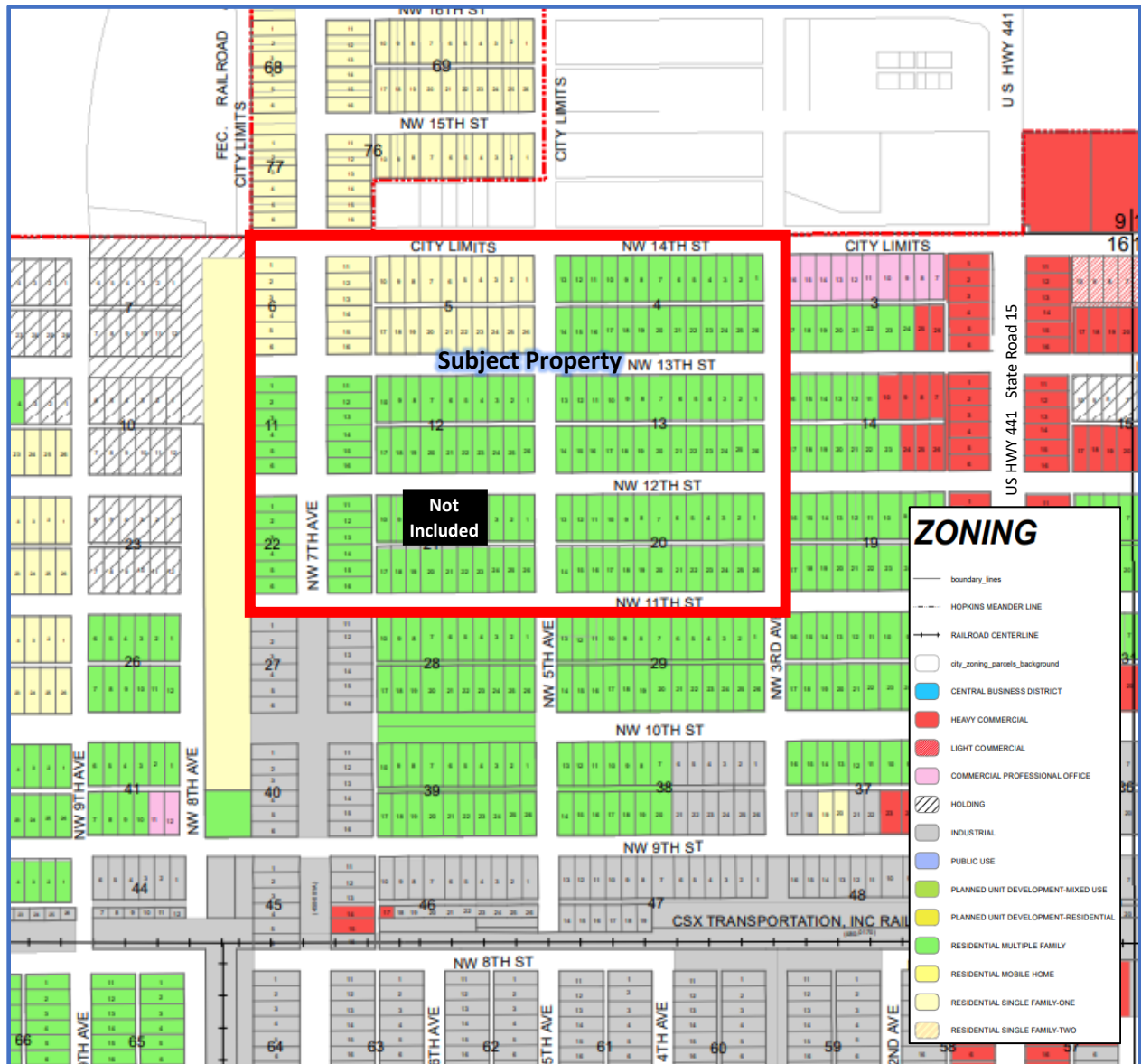


Exhibit B: Zoning Map



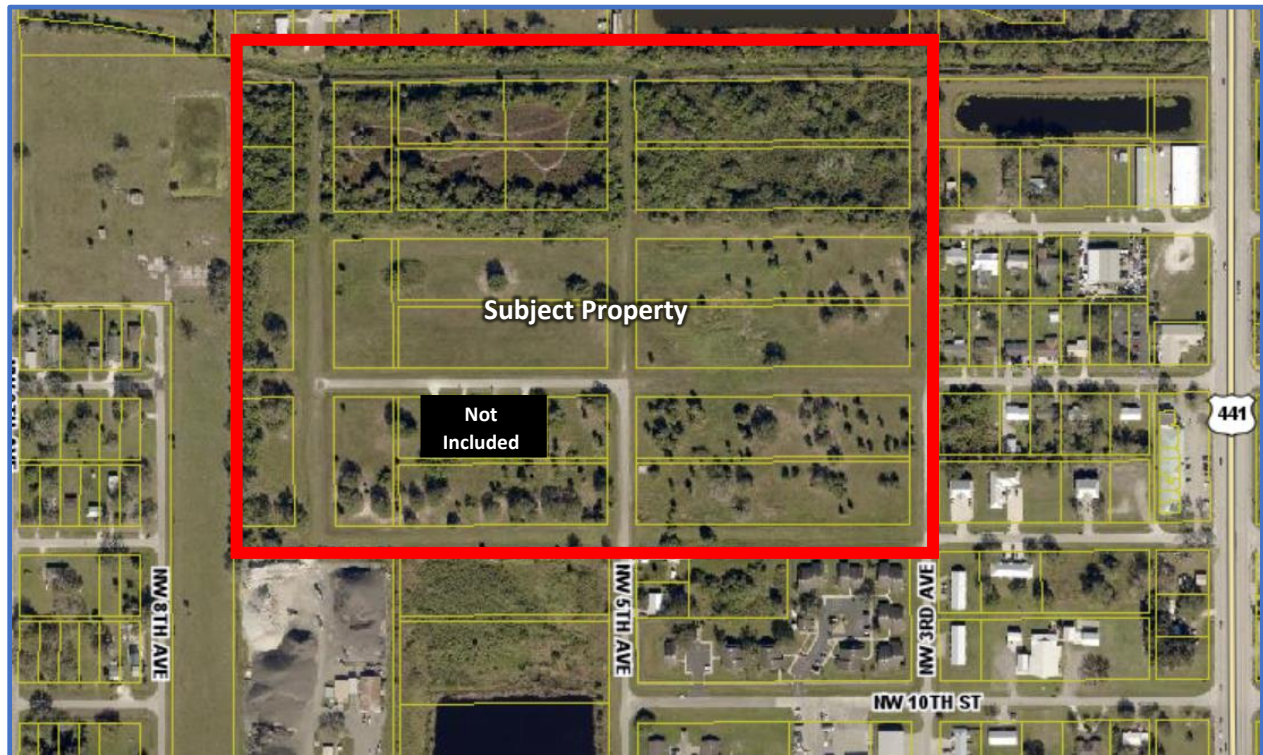


Exhibit C: Existing Land Use Map



**Mallard Landing – Parcel IDs**

3-15-37-35-0010-00060-0010  
3-15-37-35-0010-00060-0040  
3-15-37-35-0010-00050-0110  
3-15-37-35-0010-00050-0060  
3-15-37-35-0010-00050-0010  
3-15-37-35-0010-00050-0140  
3-15-37-35-0010-00050-0170  
3-15-37-35-0010-00050-0220  
3-15-37-35-0010-00040-0010  
3-15-37-35-0010-00040-00A0  
3-15-37-35-0010-00040-0140  
3-15-37-35-0010-00110-0010  
3-15-37-35-0010-00120-0110  
3-15-37-35-0010-00120-0010  
3-15-37-35-0010-00120-00A0  
3-15-37-35-0010-00120-0170  
3-15-37-35-0010-00130-0010  
3-15-37-35-0010-00130-00A0  
3-15-37-35-0010-00130-0140  
3-15-37-35-0010-00220-0010  
3-15-37-35-0010-00210-0110  
3-15-37-35-0010-00210-0100  
3-15-37-35-0010-00210-0010  
3-15-37-35-0010-00210-00A0  
3-15-37-35-0010-00210-0170  
3-15-37-35-0010-00200-0010  
3-15-37-35-0010-00200-00A0  
3-15-37-35-0010-00200-0140

**Exhibit D: Subject Parcel Identification**

**23-010-TRC Review Comments**

**DATE:** July 25, 2023  
**TO:** City of Okeechobee  
**FROM:** Morris-Depew Associates Inc.

**PLAT COMMENTS:****Sec. 86-73. - Plats and data for final acceptance or approval.**

- (1) Subdivision name or identifying title and name of recorded owner.
- (16) The plat shall contain on the face thereof an unreserved dedication to the public of all streets, highways, alleys, parks, parkways, easements, commons, or other public places included within the plat, such dedication to be subscribed to by the legal and equitable owners of such lands, which dedication shall be checked for accuracy of description by the city attorney and attested by a notary public.

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- (10) Location, names where applicable, and width of all proposed streets, alleys, rights-of-way, easements, and purpose of easements, proposed lot lines with approximate dimensions; lot numbers, and block numbers.

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- Block 8, Lot 6 missing bearing preceding distance 149.99'.
- Block 9, Lot 11, missing distances.

**CONSTRUCTION PLANS COMMENTS:**

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(a)When required.

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(2)Sidewalks shall be provided on residential streets in proposed and replatted subdivisions

(3)If a sidewalk is proposed on only one side of a residential street, the technical review committee must consider the following prior to approval:

a.City sidewalk improvement plans.

b.Safety considerations.

c.Location of existing or proposed schools and recreation areas, and existing sidewalks..

- 1. Provide detectable warning strips for proposed sidewalks.**
- 2. Sidewalk locations should be based on City of Okeechobee Typical Rural (Non-Gutted) Section adjacent to right of way. (Appendix E Chapter 11 – Construction Standards and Details.**

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- 3. Common detention areas for subdivision should be depicted as "general purpose areas" outside of the proposed lots on the plat.**
- 4. Label lots and tracts on Lot Geometry plan as depicted on the proposed plat. The plat and Lot Geometry Plan labels do not match.**

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- 5. Provide horizontal dimensions between proposed water and sewer mains from existing and proposed mains.**
- 6. Provide for Fire Hydrant locations.**
- 7. Due to numerous conflicts of storm pipes, water and sewer mains, provide plan and profile plans for proposed water and sewer main.**

- 8. Provide locations of proposed water service laterals and sewer service laterals to the right of way limits.**
- 9. Provide proposed lot numbers on utility plans matching the proposed plat numbers to allow for better reference of water and sewer service locations.**
- 10. Prior to construction commencement, provide a sewage collection/transmission system construction permit from Florida Department of Environmental Protection and approval from local sewer authority.**
- 11. Prior to construction commencement, provide a water main extension construction permit from Florida Department of Environmental Protection and approval from local water authority.**

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(a) All bridges and culverts shall meet the standards specified by the state department of transportation as contained in Standard Specifications for Road and Bridge Construction.

(b) Locations of bridges and culverts, with construction data and full specifications, shall be shown in an exhibit, and approval or acceptance of the final plat shall not be accomplished unless such exhibit is transmitted.

- 12. Provide for typical driveway design with culverts for future driveways (see also Chapter 46 Article 2) Include calculations for typical driveway culvert size.**

Code of Ordinances Sec. 34-2. - Fire hydrants.

Fire hydrants shall be provided in all water mains, transmission and distribution systems. Fire hydrants shall be spaced such that the maximum distance for protection will not be more than 500 feet as the fire hose lays. The appropriate fire marshal has final jurisdiction on all hydrant and fire sprinkler line locations during plan review. A fire marshal-approved plan is required with all preliminary plan submissions. Each hydrant shall be capable of delivering a flow of at least 500 gallons per minute with a residual design pressure of not less than 20 psi. Fire hydrants shall be of the dry barrel breakaway type conforming to AWWA C502, with two 2½-inch threaded hose nozzles and one 4½-inch threaded pumper nozzle. Hydrants shall have a 5¼-inch interior valve opening and be restrained from the hydrant to the tee at the main. Restraint by use of "all-thread" rods shall not be allowed. At the discretion of the city administrator, additional protection for fire hydrants shall be provided including, but not limited to, concrete filled ductile iron traffic posts. Fire hydrant branches (from main to hydrant) shall be a minimum of six inches inside diameter. Each branch shall be provided with a resilient seat gate valve located as close as possible to the main. Hydrants shall be located near road lines with the pumper discharge nozzle facing as directed by the fire marshal. Hydrants shall be laid to minimize their vulnerability to traffic.

- 13. Provide Fire Hydrant locations not more than 500 feet as the fire hose lays.**
- 14. Provide correspondence from Fire Marshall that the location and number of fire hydrants as proposed are sufficient for the development.**

LDC Sec. 78-101. - Requirements.

(a) Required stormwater management systems shall comply with state approved standards adopted by the South Florida Water Management District.

(b) Minimum stormwater management requirements are as follows:

- (1) Stormwater treatment and disposal facilities shall be designed for a 25-year storm event of 24-hour duration.
- (2) The first inch of stormwater runoff shall be treated on site.
- (3) Post development runoff rates, volumes and pollutant loads shall not exceed predevelopment conditions.

(4)Erosion and sediment controls shall be used during construction.

(5)Minimum road elevation is the crown of the road or 100-year, three-day event, whichever is highest.

**15. Please provide additional spot elevations of proposed roadside ditches and intersection edge of pavements.**

**16. Please provide additional information for the discharge and flow direction of runoff that sheet flows east of the centerline of NW 3<sup>RD</sup> Ave and south of the centerline of NW 11<sup>th</sup> Street.**

#### LDC APPENDIX E, CHAPTER 6, ROADS AND STREETS; TECHNICAL REQUIREMENTS-

##### 2. Pavement marking/signing/signalization.

2.1. Pavement markings; general. The design and construction of pavement marking systems shall be in accordance with the following standards:

U.S. Department of Transportation, Federal Highway Administration - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

Florida DOT - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, latest edition.

Florida DOT - Standard Specifications for Road and Bridge Construction, latest edition.

Florida DOT - Roadway and Traffic Design Standards.

American Association of State Highway and Transportation Officials (AASHTO) - A Policy on Geometric Design of Highways and Streets.

2.1.1. Pavement marking plan. Pavement marking and signing plans shall be submitted to the department of public works for review and approval as part of the construction plans for development where street or road construction is included. These plans shall show all new markings including tie-ins to existing markings. Removals of existing markings shall also be shown. Materials shall be specified and shall be in compliance with FDOT standard specifications. The location of raised reflective pavement markers shall be identified.

**17. Please provide additional signage and striping design to Department of Public Works for approval prior to construction. Remote note 2 from sheet D.1.1 requiring the contractor to provide. The Engineer of Record is to provide Signage and Striping Details. Also, include speed limit and directional street name signs.**

#### LDC APPENDIX E, CHAPTER 7, SUBDIVISION PLANNING

2.1.1. Maximum length of a cul-de-sac shall be 1,200 feet, unless otherwise approved by the city administrator. Minimum paved radius shall be 36 feet.

**18. Please provide radius of proposed cul-de-sac.**

<b>CITY OF OKEECHOBEE</b>	<b>Date:</b> 6-7-23	<b>Application No.</b> 23-010-TRC
<b>GENERAL SERVICES DEPARTMENT</b>	<b>Fee Paid:</b> N/A	<b>Jurisdiction:</b> TRC & CC
<b>55 SE THIRD AVENUE</b>	<b>1<sup>st</sup> Hearing:</b> 8-17-23 <b>2<sup>nd</sup> Hearing:</b>	
<b>OKEECHOBEE, FL 34974</b>	<b>Publication Dates:</b> N/A	
<b>Tele: 863-763-3372 Ext. 218 9820</b>	<b>Notices mailed:</b>	
<b>Fax: 863-763-1686</b>	<b>Project Name:</b> Mallard Landing	

**City of Okeechobee**  
**Checklist for Pre-Application Plat Review**

Page 1 of 3

	Description	Date Submitted	Ck'd
1	Copy of completed application	06/07/23	Pending Items
2	<del>Eleven (11)</del> <sup>Three (3)</sup> copies of plat drawings (no larger than 11 X 17) rec'd 6-15-23 (email) hard copies 6-16-23	(Under Sep Cover)	Pending R. Barnes → inquiry email sent 6-12-23
3	<del>Eleven (11)</del> <sup>Three (3)</sup> copies of construction plans (no larger than 11 X 17)	x	✓
4	Three (3) sealed boundary and topographic surveys with legal description of site and parcel number included.	x	✓ print 11x17 copy
5	Three (3) copies of sealed drainage calculations	x	✓
6	Location map of site (may be on the cover sheet)	x	✓
7	Two (2) sets of Aerials of the site	On Survey / Plans	✓
8	One (1) copy of most recent recorded Warranty Deed	x	✓
9	Other supporting documentation (pictures, conceptual drawings, etc.) optional <b>Draft Declaration of Covenants</b>	x	✓
10	<del>Non-refundable application fee \$400.00 plus \$30 acre</del>	x	✓

\* Jump drive containing all documents submitted

**Note:** Please be advised, application will only be processed upon completion of all required documents.



**City of Okeechobee**  
**55 Southeast 3<sup>rd</sup> Avenue**  
**Okeechobee, Florida 34974**  
**Phone: (863) 763-3372 Fax (863) 763-1686**

**Application for Pre-Application Plat Review**

Name of Project: Mallard Landing

Applicant: Holiday Builders, Inc. Property Owner: Multiple (see pg 2)

Description of project including all proposed uses: \_\_\_\_\_

Replat of blocks 4, 5, 6, 11, 12, 13, 20, 21 and 22 for the development of traditional and

zero-lot-line single family residences in RSF and RMF-1 districts.

Number/description of phases: Single Phase of construction

Location of/Directions to the project: \_\_\_\_\_

NW 3rd Avenue to NW 7th Avenue, and NW 11th Street to City Limit Ditch

Existing improvements on property: Four existing homes, some grading of road

beds / swales and lot areas

Is proposed use different from existing or prior use? ( ☐ Yes ) ( ☒ No ) ( ☐ N/A )

Total Land area in square feet: \_\_\_\_\_ or acres: 44.93

Existing impervious surface: \_\_\_\_\_ square feet 0.84 acres 2 % of site

Additional impervious surface: \_\_\_\_\_ square feet 11.46 acres 25 % of site

Proposed total impervious surface \_\_\_\_\_ square feet 12.30 acres 27 % of site

Source of Potable Water: OUA Method of sewage disposal: OUA

Single-Family Residential /  
Multi-Family Residential

Current zoning: RSF-1 and RMF Current Future Land Use: \_\_\_\_\_

Parcel identification number: See attached

Name of project: Mallard LandingApplicant: Holiday Builders, Inc.Address: 2293 W Eau Gallie BlvdMelbourne, FL 32935Phone: 689-808-0202

Fax: \_\_\_\_\_

Other phone: \_\_\_\_\_

Contact Person: Jeffrey M. Sumner (Engineering Consultant)Address: 410 NW 2nd Street, Okeechobee FL 34972Phone: 863-763-9474

Fax: \_\_\_\_\_

Other phone: 863-634-9474Property Owner: John B LashleyOkeechobee Lots LLC, Attn: David RubinAddress: 1901 SW 6th Avenue1150 Glen Eagle DriveOkeechobee, FL 34974Greensboro, GA 30642

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Engineer: See above

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Surveyor: BSM & Associates, Inc.Address: 80 SE 31st LaneOkeechobee, FL 34974Phone: 863-484-8324

Fax: \_\_\_\_\_

## **Mallard Landing – Parcel IDs**

3-15-37-35-0010-00060-0010  
3-15-37-35-0010-00060-0040  
3-15-37-35-0010-00050-0110  
3-15-37-35-0010-00050-0060  
3-15-37-35-0010-00050-0010  
3-15-37-35-0010-00050-0140  
3-15-37-35-0010-00050-0170  
3-15-37-35-0010-00050-0220  
3-15-37-35-0010-00040-0010  
3-15-37-35-0010-00040-00A0  
3-15-37-35-0010-00040-0140  
3-15-37-35-0010-00110-0010  
3-15-37-35-0010-00120-0110  
3-15-37-35-0010-00120-0010  
3-15-37-35-0010-00120-00A0  
3-15-37-35-0010-00120-0170  
3-15-37-35-0010-00130-0010  
3-15-37-35-0010-00130-00A0  
3-15-37-35-0010-00130-0140  
3-15-37-35-0010-00220-0010  
3-15-37-35-0010-00210-0110  
3-15-37-35-0010-00210-0100  
3-15-37-35-0010-00210-0010  
3-15-37-35-0010-00210-00A0  
3-15-37-35-0010-00210-0170  
3-15-37-35-0010-00200-0010  
3-15-37-35-0010-00200-00A0  
3-15-37-35-0010-00200-0140



June 7, 2023

City of Okeechobee  
Attn: Patty Burnette, General Services Director  
(Hand Delivered)

**RE: Application for Plat Review  
Mallard Landing**

Patty:

Please find attached documents related to "Mallard Landing", a proposed re-plat of Blocks 4, 5, 6, 11, 12, 13, 20, 21 and 22. The project includes:

- Developer build-out of the City roads within existing rights of way (NW 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> Streets, NW 3<sup>rd</sup>, 5<sup>th</sup> and 7<sup>th</sup> Avenues), including road paving, swales and sidewalks
- Extension of OUA water and wastewater utilities to serve the proposed homes
- Construction of a stormwater management system, including stormwater ponds (to be owned by the City) on the north half of Blocks 4 and 5, discharging to the City Limit Ditch
- Donation of the previously closed alleys in Blocks 4, 12, 13, 20 and 21 back to the City

Thank you in advance for your continued assistance on this project, and we look forward to receiving your comments.

Sincerely,  
**Sumner Engineering & Consulting, Inc.**

Jeffrey M. Sumner, PE  
President

C: Zach Hill-Thiry, Holiday Builders  
Ricky Barnes, BSM & Associates

# Surface Water Management Report

(Supporting ERP Application Section E)

for

## Mallard Landing

Section 15 / Township 37 South / Range 35 East  
Okeechobee County, Florida

Prepared for:

**Holiday Builders, Inc.**

June, 2023

Prepared by:



Sumner Engineering & Consulting, Inc.  
*Agriculture, Civil, Land & Water Resources*

410 NW 2<sup>nd</sup> Street  
Okeechobee, FL 34972  
(863) 763-9474  
Certificate of Authorization No. 32092

**Engineer of Record:**

Jeffrey M. Sumner, PE  
Fl. Registration No. 55403

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## **Project Background**

This Surface Water Management Report is intended to address specific items required in Section E of the South Florida Water Management District Environmental Resource Permit (ERP) application. The report describes the proposed improvements, including the proposed surface water management system serving **Mallard Landing** in the northwest section of the City of Okeechobee. The project consists of single-family residential lots in a proposed re-plat of portions of Blocks 4, 5, 6, 11, 12, 13, 20, 21 and 22 of the original plat for the CITY OF OKEECHOBEE, along with road and utility construction within the City rights-of-way for NW 3<sup>rd</sup>, 5<sup>th</sup> and 7<sup>th</sup> Avenues, and NW 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> Streets. The proposed project also includes a surface water management system consisting of stormwater inlets/piping, roadside swales and a wet retention / detention system with discharge to the City Limit Ditch at the north project boundary. A small (0.365 acre) wetland proposed to be impacted. The surface water management system is described in detail within this report. It should be noted that portions of the proposed development, including the public rights-of-way, alleys and stormwater pond, will remain under City of Okeechobee ownership; therefore, the City of Okeechobee is a co-applicant for the ERP.

The numbering system utilized in this report is intended to match that of the ERP Application, Section E.

## **PART 1 – STORMWATER MANAGEMENT SYSTEM SUMMARY**

### **a) General Site Information**

- a. The project site is approximately 44.93 acres situated in the northwest section of the City of Okeechobee, south of the City Limit / Airport Ditch, and is within the S-133 Basin. The property is partially developed as a residential plat, including paved roads (portions of NW 5<sup>th</sup> Avenue and NW 12<sup>th</sup> Street), four existing residential homes, partially developed road beds / swales, and existing discharge piping to the City Limit Ditch. The road swale system generally conveys stormwater northward to the City Limit Ditch.

In the pre-development condition, the road swale system generally conveys stormwater northward to the City Limit Ditch. Pre-development Drainage Patterns are shown on Figure 1a-1.

In the proposed (post-development) condition, the developed portion of the project will collect stormwater runoff from residential lots and roads within the road swale system, for transfer northward toward a proposed wet retention / detention area. Wet retention / detention will provide the required water quality treatment and storm attenuation prior to discharge into the City Limit Ditch, as shown in Figure 1a-2 – Post-Development Drainage Patterns.

- b. Two (2) geotechnical engineering reports were prepared by Andersen Andre Consulting Engineers for the project site and have been uploaded to e-permitting (and are included here by reference). The first evaluation (“Limited Subsurface Soil Exploration and Preliminary Geotechnical Engineering Evaluation”) was conducted for the purpose of generally classifying on-site soils for construction suitability, and to estimate groundwater elevations throughout the property. The second (“Geotechnical Engineering Consulting – Proposed Stormwater Ponds”) was conducted to refine water table elevation estimates, and to collect pertinent soil parameters to be used in the stormwater system design; specifically, the evaluation included determination of various soil permeability parameters to be utilized in “MODRET” stormwater system

modeling. Detailed findings are found in the complete report as referenced, but elements of the report directly related to information required in Section E are summarized here:

- Depth to groundwater was measured initially in November of 2022 at depths ranging from 0.5 to 3 feet below land surface (bls). However, as noted in the second report, those borings were taken “shortly after Hurricane Nicole which produced significant amounts of rainfall in the area”. Additional borings were taken in conducting the second evaluation, with measured water table depths of about 5 to 5.5 feet bls (average ground surface elevation in the vicinity of those borings is approximately 25.5’). The report goes on to describe typical seasonal fluctuations in groundwater levels, along with other factors that would impact those levels (it is noted here that one of those factors is the City Limit Ditch immediately adjacent to the proposed pond area). The proposed control elevation for the system is described further in part d below.
  - On-site soils include only one soil type – Immokalee fine sands, 0 to 2 percent slopes (USDA NRCS Mapping Unit 11).
  - Three tests were performed to estimate design parameters used in our retention analysis, with the following summarized results:
    - Estimated mobilized/surficial aquifer thickness (ft below grade): **50**
    - Fillable porosity (percent): **25**
    - Estimated horizontal hydraulic conductivity (ft/day): **10**
    - Estimated unsaturated vertical infiltration rate (ft/day): **15**
    - Current groundwater table depth (ft-bls): approx. **5**
    - Estimated normal seasonal high groundwater table (ft-bls): **2-3**
- c. According to USDA-NRCS Soil Survey (referenced above), the on-site soils have the following hydrologic soil group classification:
- Immokalee fine sand, 0 to 2 percent slopes (Mapping Unit 11) – B/D
- d. As described above, project discharge will be to the City Limit Ditch. Permit No. 47-00489-P, which authorized construction of two FDOT stormwater ponds adjacent to the project site (and also discharging to the City Limit Ditch), have established control elevations of 21.5’ NAVD88. The geotechnical reports (described above) suggest a normal wet season groundwater elevation 2 - 3 feet below an average ground surface of 25.5’ (between elevation 22.5’ and 23.5’), so we have set a proposed control elevation of 22.8’ NAVD88 (conservatively above the elevation 21.5’ established in the adjacent permitted / construction project.) The design reports associated with those permits included an estimated tailwater elevation (based on observed staining) of 21.3’ NAVD88. For the purpose of our stormwater modeling, we have assumed a starting tailwater elevation of 21.3’, rising 2.5’ at the peak of the design storm to elevation 23.8’.
- e. The project discharges to the City Limit Ditch, which has a direct connection to Taylor Creek and, eventually, Lake Okeechobee via the S-133 structure and pump station.
- f. The existing land use is predominantly “Open Land” (FLUCCS Code 1900) that has been partially developed (road beds / swales, filled lot areas), and “Medium Density – Under Construction” (FLUCCS Code 1290). The proposed land use is “Fixed Single Family Units”

(FLUCCS Code 1210). FLUCCS map for the existing condition is included in the Environmental Assessment prepared by Ecological Consulting of Florida (see Section C.)

- g. The total project area is approximately 44.93 acres, including areas already partially developed (four single-family homes, constructed roadway along NW 5<sup>th</sup> Avenue and NW 12<sup>th</sup> Street, and constructed road beds and road swales throughout. It should be noted here that the road centerline of NW 3<sup>rd</sup> Avenue is proposed as the east boundary of the project area. This is due to existing drainage facilities on the east side of the road already providing drainage to developed areas farther east, including an existing drainage connection to the City limit ditch. The area from the SW 3<sup>rd</sup> Avenue centerline east will not be rerouted into the proposed stormwater system serving this project. Pre-development and Post-development land use is included in the tables below:

*Table 1 – Pre-Development Land Use Summary*

<u>Use</u>	<u>Imp. (ac)</u>	<u>Pervious (ac)</u>	<u>Total (ac)</u>
Vacant / Partially Improved Upland =	0.00	41.52	41.52
Existing Residential Lots =	0.23	1.00	1.23
Existing Roads =	0.61	1.20	1.81
Wetland =	0.00	0.37	0.37
TOTAL =	0.84	44.09	44.93

*Table 2 - Post-Development Land Use Summary*

<u>Use</u>	<u>Imp. (ac)</u>	<u>Pervious (ac)</u>	<u>Total (ac)</u>
Buildings =	3.57	0.00	3.57
Asphalt Pavement / Shoulders =	3.38	0.00	3.38
Driveways =	0.72	1.69	2.41
Lots / Yards =	0.00	21.88	21.88
Wet Detention Area - Slopes =	0.00	1.20	1.20
Wet Detention Area - Surface =	3.75	0.00	3.75
Road Swale =	0.00	6.05	6.05
Misc. Open Space =	0.00	2.10	2.10
Sidewalks =	0.59	0.00	0.59
TOTAL =	12.30	32.63	44.93

- h. The project is not expected to adversely affect any neighboring systems or structures.
- b) Water Quality Analysis
- a. Stormwater runoff from the developed area of the property will be treated in two connected wet ponds. The pond will provide one-quarter inch of retention treatment by raising the proposed bleeder invert above the control elevation. Treatment above that elevation is considered “wet detention”. A detailed description of the model assumptions and methodology are included in the following subsections.

- b. The project discharges to the City Limit / Airport Ditch and then Taylor Creek, which ultimately discharges to Lake Okeechobee. Lake Okeechobee is an Outstanding Florida Water that is deemed impaired for Phosphorous, and which has an established TMDL and BMAP developed by FDEP. Therefore, additional water quality analysis is required in the form of a Phosphorous Budget to demonstrate that the proposed project meets the requirements of State law as described in the Applicant's Handbook.

To estimate pre- vs post-development phosphorus (P) loading from the project, the BMPTRAINS model, developed by the University of Central Florida Stormwater Academy, was utilized. PDF printouts from the model have been uploaded via e-permitting, and are included here by reference. A .bmpt file can be provided to District staff upon request. Model inputs are based on the following assumptions:

- Pre-development land use is estimated as Rangeland / Parkland for the undeveloped portion of the project area (42.53 acres) and Single Family for the portion of the property already developed as residential use (2.4 acres), with 0% directly connected impervious area (DCIA).
- Post-development land use is Single Family, with 5.4% DCIA
- The first 0.25 inches of runoff are treated via "retention" by raising the bleeder invert above the control elevation of 22.8' NAVD88:
  - 44.93 acres x 0.25 inches x (1 ft/12 in) = 0.936 ac-ft
  - 0.936 ac-ft corresponds to an elevation of 23.05' on the stage-storage table
  - the bleeder invert will be set 0.25' above control (23.05' NAVD88)
- Wet detention (volume stored from elevation 23.05' up) is treated as "in-series" with the retention volume described above.
- Because the treatments are assumed in-series, the stand-alone treatment efficiency of retaining 0.25 inches of runoff (54%) is reduced.

Based on the assumptions above, the BMPTRAINS model estimates a pre-development P load of 0.767 kg/year, and a post-development P load of 0.45 kg/year (93% provided treatment efficiency vs 88% required treatment efficiency. **So, the treatment target for P is met.** It should be noted that Nitrogen (TN) is not considered a limiting nutrient for the Lake Okeechobee watershed, and no TMDL for TN has been established; so, the analysis above is not required for TN. It is, however, worth noting that the system does provide a treatment efficiency for TN of 74% vs a target treatment efficiency of 68%, **so the treatment target for N is also met.**

- c. N/A. The receiving water isn't approved, conditionally approved, restricted, or conditionally restricted for shellfish harvesting.
- d. Calculations demonstrating the system's ability to meet District water quality requirements follow:

Total Project Area = 44.93 acres

Developed Project Area = 44.93 acres

Impervious Area = 12.30 acres (see tables in the previous section)

Impervious for Water Quality ( $\text{Imp}_{\text{WQ}}$ ) = Impervious Area – Lake Surface – Roof Area  
= 12.30 – 3.75 – 3.57 = 4.98 acres

Site Area for Water Quality ( $A_{\text{WQ}}$ ) = Basin Area – Lake Area  
= 44.93 – 3.75 = 41.18 acres

% Impervious for Water Quality ( $\%\text{Imp}_{\text{WQ}}$ ) =  $\text{Imp}_{\text{WQ}} / A_{\text{WQ}} \times 100$   
= 4.98/41.18 x 100 = 12.1%

The required water quality volume is the greater of a) 1 inch over the site area, or b) 2.5 inches times the WQ impervious percentage calculated above times the site area minus lake area:

- a) 1 inch x (1 ft/12 in) x 44.93 acres = 3.74 ac-ft
- b) 2.5 inches x (1 ft/12 in) x 12.1% x (44.93-3.75) acres = 1.04 ac-ft

So, case a) holds, and the required water quality volume is 3.74 ac-ft.

However, as the ultimate discharge is to Lake Okeechobee, which is an Outstanding Florida Water, an additional 50% water quality treatment volume is proposed:

$V_{\text{ret/det}} = 3.74 \text{ ac-ft} \times 150\% = \mathbf{5.61 \text{ ac-ft.}}$  **(Note that we are ignoring the allowed reduction in water quality volume for retention systems.)**

The total water quality volume is met at elevation 24.23' NAVD88 (see the post-development stage-storage table provided as an appendix to this report). This includes the "retention" volume described below.

#### Retention Water Quality Calculations and Design

To meet the stringent pre- vs post nutrient analysis criteria establish by the District for vacant (non-agricultural) properties, it is necessary to include a retention component in the surface water management system. Retention is accomplished by raising the bleeder invert 0.23' above the control elevation. This provides a retained water quality volume ( $V_{\text{ret}}$ ) of 0.94 ac-ft (one-quarter inch of runoff equals 0.94 ac-ft, so the retention volume is met.) An analysis of system recovery is included in subsection c) Water Quantity Analysis.

#### Wet Detention / Discharge Structure Design

The required detention volume = ( $V_{\text{ret/det}} - V_{\text{ret}}$ ) = 5.61 – 0.94 = **4.67 ac-ft Wet Detention**). As described above, the total water quality volume is achieved at elevation 24.23', with detention volume only being calculated for WQ purposes within the detention pond (see stage-storage table, included in Appendix A).

District criteria requires that the water quality bleeder be sized to discharge not more than ½ of the required water quality volume in 24 hours:

$$((\frac{1}{2} \times 4.67 \text{ ac-ft}) / 24 \text{ hours}) \times (1 \text{ hr}/3600 \text{ sec}) \times 43560 \text{ ft}^2 / 1 \text{ acre}) = 1.18 \text{ cfs}$$

However, the maximum allowable discharge for the site (based on the basin allowable criteria for the S-133 Basin) is only 1.1 cfs. Bleeder sizing is based on the allowable discharge criteria (see Water Quantity Analysis below).

Based on the calculated bleeder size below of 5.0 inches, an analysis was performed of the regression limb of the storm routing to ensure that the detention criteria is met:

The stage regresses to the water quality stage of 24.23' at hour 243.

The stage 24 hours later (at hour 267) is elevation 23.94'. The difference in storage volume between stage 24.23 (5.61 acre feet) and stage 23.94 (4.48 ac-ft) is 1.14 ac-ft (less than half of  $V_{det}$ ). The requirement is met.

**A circular water quality bleeder with a diameter of 5.0 inches, set at invert elevation 22.8' (NAVD 88) is proposed.**

c) Water Quantity Analysis

- a. Due to the low allowable discharge rate for the S-133 Basin (discussed in the next section), a pre-development analysis was not performed.
- b. The proposed discharge is ultimately to Taylor Creek and the rim canal, which discharges to Lake Okeechobee via S-133. The allowable discharge rate for the S-133 Basin is 15.6 cfs per square mile (CSM), with a 25-year 3-day design storm event.

- $44.93 \text{ acres} \times (1 \text{ sq. mile} / 640 \text{ acres}) \times 15.6 \text{ CSM} = 1.10 \text{ cfs}$

Because the allowable rate is so low (and is in fact slightly lower than the designed water quality bleed-down rate), no discharge weirs are proposed (discharge will be via the water quality bleeder only). Bleeder sizing is based on the following equation for a circular bleeder:

$Q = 4.8A(H)^{1/2}$ , where:

Q = allowable discharge rate = 1.1 cfs

H = head (in feet) from the design high water elevation (assumed at 26.5') and the orifice centroid elevation (assumed at 23.1') = 3.4'

$$A = Q / 4.8(H)^{1/2} = 1.1 / 4.8(3.4)^{1/2} = 0.124 \text{ ft}^2$$

$$A = 3.14d^2/4$$

$$d = 0.4' = 4.8 \text{ inches (use a bleeder with a 5.0" diameter)}$$

The design storm to analyze peak discharge is a 25-year, 3-day event (rainfall = 9.0 inches). The design storm to analyze minimum parking lot elevations is a 10-year, 1-day event (5 inches rainfall), and the 100-year, 3-day event (10 inches rainfall with zero discharge) is analyzed to establish minimum finish floor elevations.

Stage-storage tables are included as Appendix A-1. Soil storage calculations are included as Appendix A-2.

#### MODRET Infiltration and Recovery Analysis

As discussed in the Water Quality Analysis section of this report, the SWM system provides a portion of the required water quality treatment as retention, by setting the bleeder invert above the control elevation. District criteria requires that systems serving residential developments recover to control elevation within 14 days from the design storm event.

MODRET Version 7 was utilized to analyze infiltration from the system, utilizing the geotechnical parameters described in Part 1 of this report, with one exception – it is assumed that most infiltration is achieved via horizontal infiltration at the pond slopes, so the estimated unsaturated vertical conductivity value of 15 ft/day was modeled at only 0.1 ft/day. MODRET input and output summary files are included in Appendices A-3 and A-4. Because the model only accounts for storage volume in the pond and not within the remainder of the site (road swales, etc.), MODRET is only utilized to determine recovery of the retention volume, and not to determine peak design stages and discharge rates. Those values are determined through a standard CASCADE model as described below.

For the 25-year, 3-day design storm, the system only partially recovers the volume below the bleeder invert (to elevation 22.95') after 14 days. For a 10-year, 1-day storm, the system infiltration does recover to the bleeder invert within 14 days.

In order to demonstrate that the system will not top the perimeter condition, two consecutive 25-year, 3-day storm events were modeled utilizing the SFWMD CASCADE model, with the start stage of the second storm set at 22.95'. The CASCADE 25-year, 3-day model results are summarized in Table 3 and included as Appendix A-5. The 10-year, 1-day CASCADE model results are included as Appendix A-6.

Lastly, the 100-year, 3-day, 0-discharge storm was modeled utilizing CASCADE (to conservatively ignore any infiltration). Those model results are included as Appendix A-7, and summarized in the table below.

*Table 3 – Model Summary*

<b>Design Storm</b>	<b>Peak Stage (ft – NAVD)</b>	<b>Peak Discharge (cfs)</b>	<b>Allowable Discharge (cfs)</b>
25 year / 3 day (Storm 1)	26.28	1.13	1.10
25 year / 3 day (Storm 2)	26.34	1.14	N/A
10 year / 1 day	24.36	0.70	N/A
100 year / 3 day (0-disch)	26.84	0.0	N/A

A comparison of modeled peak storm elevations and their relative design grades in the Construction Plans is presented in Table 4, below:

*Table 4 – Design Stage Summary*

<b>Design Storm</b>	<b>Peak Stage (ft – NAVD)</b>	<b>Design Stage (ft-NAVD)</b>	<b>Project Facility</b>
25 year / 3 day (Storm 2)	26.28	26.6	Minimum Perimeter Condition
10 year / 1 day	24.36	27.5	Minimum Road Grade
100 year / 3 day (0-disch)	26.84	28.5	Minimum Finish Floor

d) Floodplain Analysis

A portion of the subject property is designated as Flood Zone A according to FEMA Flood Insurance Rate Map Number 12093C, Panel Number 0415C, however without an established base flood elevation. The Zone A demarcation follows no surveyed contour, but appears to clearly be tied to the City Limit Ditch. So, we have attempted to estimate a flood elevation in that ditch from available data.

Immediately downstream of the subject property (and adjacent to the City Limit Ditch) is an FDOT stormwater pond constructed in support of improvements to US 441. That project was permitted by SFWMD under ERP No. 47-00489-P. Pond 1 discharges to the City Limit Ditch via a gravity control structure with a bleeder invert (control elevation) of 22.7' NGVD29 (21.5' NAVD88), with a top weir crest elevation of 24.9' NGVD27 (23.7' NAVD88). The permit is silent on tailwater elevation in the City Limit Ditch (at least based upon available data in e-permitting).

Design documentation for that project was requested from FDOT, and the data provided (though in metric units) proved useful. Design drawings indicated a tailwater elevation based upon staining of 6.585 meters, or 22.5' NGVD29. Even conservatively assuming flood stages 2.5 feet above that level results in an estimated flood elevation of 25.0' NGVD29, or 23.8' NAVD88. The lowest contour on the subject property is elevation 24, and the majority of the property (and area within the mapped flood zone) is well above that elevation. No impacts to the flood zone are anticipated, and any minor impacts would be offset by excavating much of the mapped flood zone area into an open water pond.

## PART 2 – CONSTRUCTION PLANS

Construction Plans and Specifications, meeting the requirements of this section, have been submitted via e-permitting and are incorporated herein by reference.

- a) Boundary and topographic surveys meeting the requirements of this section, prepared by BSM & Associates, Inc., are attached under separate cover via e-permitting.
- b) Boundary and topographic surveys meeting the requirements of this section, prepared by BSM & Associates, Inc., are attached under separate cover via e-permitting.
- c) Plan views provided in the Construction Plans and Specifications include relevant acreages of impervious surfaces and surface water management areas proposed. On-site wetland areas to



be impacted are also shown. The proposed improvements are to be constructed in a single phase.

- d) Paving, grading and drainage information is included in the Construction Plans, as required.
- e) Stormwater details are included in the Construction Plans, as required.
- f) The proposed project outfall is into the City Limit Ditch, with appropriate end treatment to the outfall location (riprap, etc.). No adverse impacts to this system are anticipated.

#### PART 3 – CONSTRUCTION SCHEDULE AND TECHNIQUES

Site construction is anticipated to start within 60 days of ERP issuance and all required approvals from the City of Okeechobee. The following section answers specific items listed in Section E of the ERP application:

- a) Access to the subject property will be via existing local City roads. Equipment, including heavy equipment for grading and excavation of retention areas, will be staged on-site. Note that individual driveway culverts will be installed as individual lots are sold and developed.
- b) Construction-phase erosion control measures are shown on the Stormwater Pollution Prevention Plan (SWPP) included in the Construction Drawings. All erosion and sediment controls will remain in place until grading is complete and bare areas are stabilized. Post-construction, the surface water management system will be maintained to minimize erosion and other damage that may cause sediment transport off-site.
- c) Any excavated material, if suitable, is intended to remain on-site for use as fill under proposed paved areas and building pads. No off-site transport of material is anticipated.
- d) N/A – there are no existing structures proposed for removal.
- e) N/A – no long-term construction dewatering is anticipated, and no dewatering permit is being applied for. If the site contractor anticipates short-term dewatering is necessary, the appropriate application will be filed at that time.
- f) All equipment and materials transported to or from the project site will be via existing publicly-maintained roads.

#### PART 4 – OPERATION AND MAINTENANCE AND LEGAL DOCUMENTATION

- a) The City of Okeechobee will be responsible for maintaining drainage swales, piping and structures within public road rights-of-way. Ownership of the tract of land containing the stormwater pond and control structure is also being transferred to the City for ongoing maintenance. Maintenance of other drainage facilities within the residential blocks (side and rear lot swales) will be the responsibility of the Mallard Landing Homeowners Association (Articles of Incorporation and Restrictive Covenants will be submitted under separate cover). Maintenance will include regular vegetative maintenance of the wet detention area slopes, as well as regular inspections and cleaning (if required) of the stormwater piping system, control structure and outfall.
- b) As described above, the City of Okeechobee and the Mallard Landing HOA will be jointly responsible for ongoing operation and maintenance.
- c) Drainage easements and other property transfers necessary for ongoing operation and maintenance of the stormwater management system, including restrictive covenants, etc., are being prepared and will be submitted under separate cover.

- d) These documents are being prepared and will be submitted under separate cover. Access to the SWM system will be via public road rights-of-way or drainage easements as depicted on the plat.
- e) Potable water and wastewater service will be provided by the Okeechobee Utility Authority, who already has some facilities in place within the project area.
- f) Boundary surveys of the properties making up the project area, and depicting the existing road rights-of-way to be developed by the applicant, have been uploaded via e-permitting.
- g) N/A. All proposed activities are being constructed on lands owned by either the current landowners, developer / contract purchaser, or City, all of which are co-applicants.

#### PART 5 – WATER USE

- a) Landscape irrigation, if any, is anticipated to be provided by OUA.
- b) A consumptive use permit has not been issued for this project. Any dewatering required is anticipated to be short-term in nature. If a dewatering permit is required, the project's construction contractor will make application at that time.
- c) It is not anticipated that a consumptive use permit will be required. Potable water is proposed via service connections to an existing OUA water main on the north side of State Road 78. A letter confirming adequacy of service from OUA has been requested.
- d) Not applicable.

#### PART 6 – SPECIAL BASIN INFORMATION (**Not Applicable**)

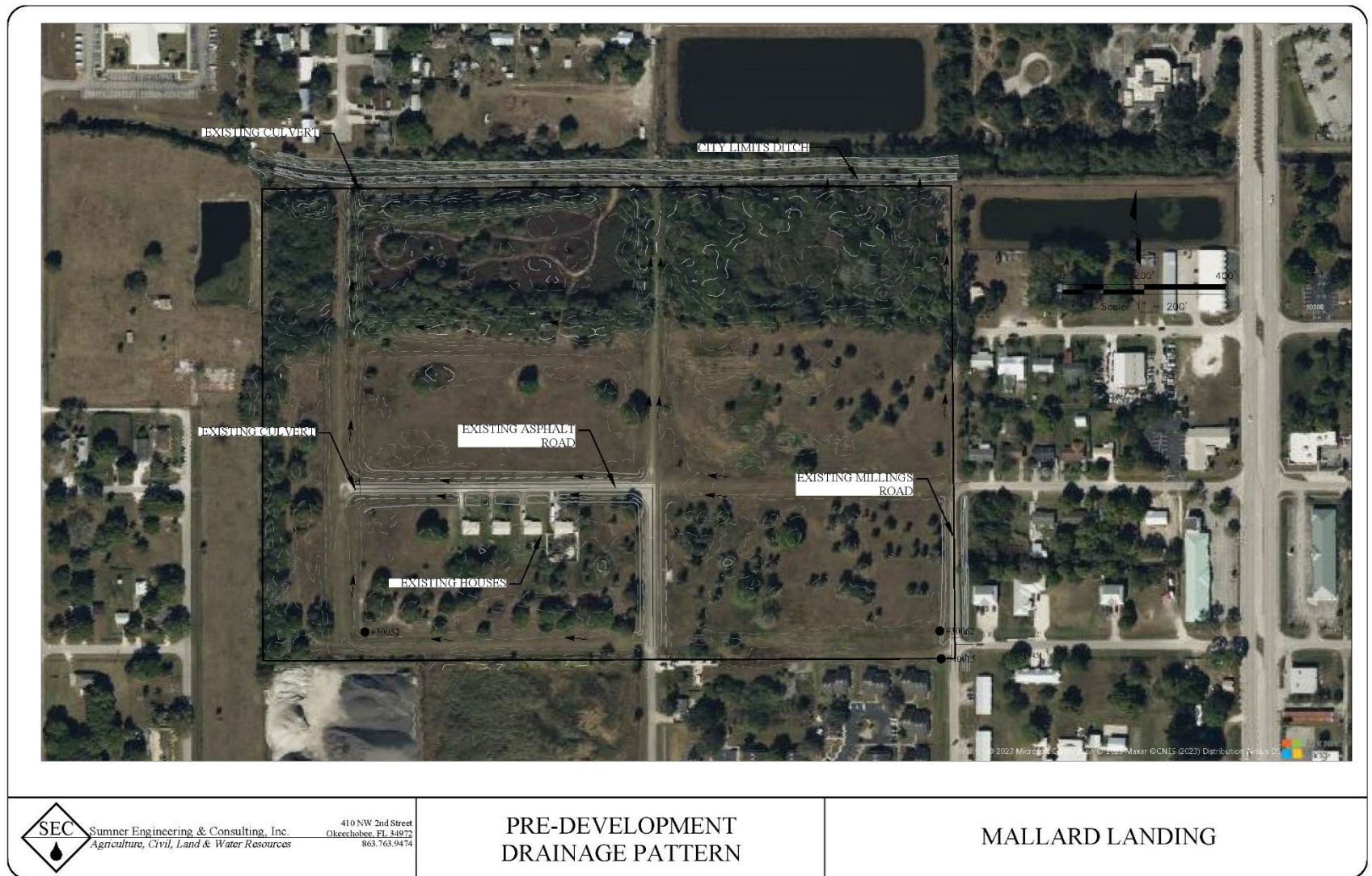


Figure 1a-1 - Pre-Development Drainage Patterns



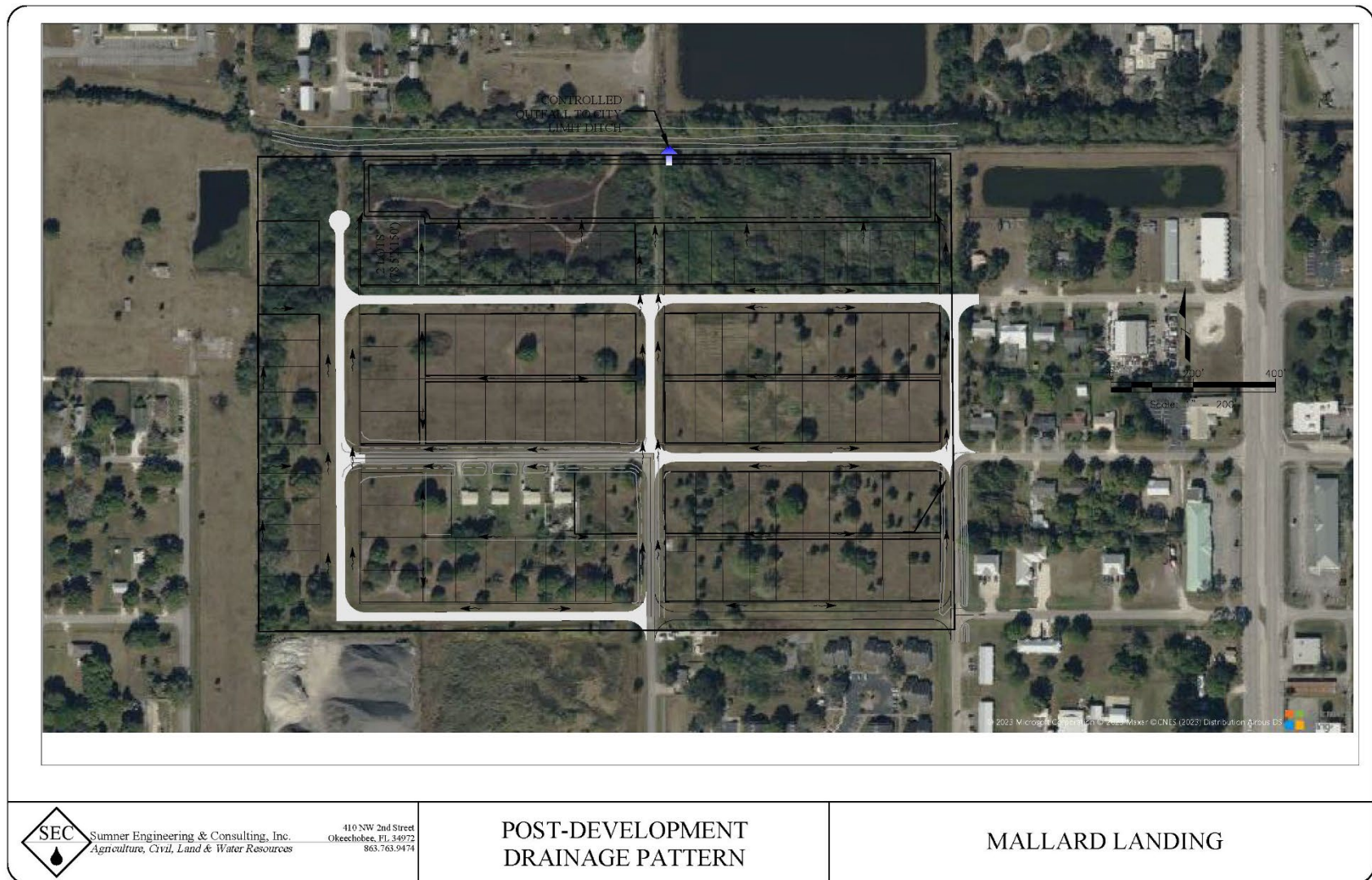


Figure 1a-2 - Post-Development Drainage Patterns

## Appendix

### Appendix A – Surface Water Management Model Information

A-1 – Post-Development Stage Storage Table

A-2 – Post-Development Soil Storage Calculations

A-3 – MODRET Input Files

A-4 – MODRET Output Files

- 25 year/3-day Design Storm

  - Stage Graph (for infiltration recovery only)

- 10 year/1-day Design Storm

  - Stage Graph (for infiltration recovery only)

A-5 – CASCADE 25 year/3-day Model Results

- Storm 1 (initial stage at 22.8')

- Storm 2 (initial stage at 22.95')

A-6 – CASCADE 10 year/1-day Model Results

A-7 – CADCADE 100 year/3-day/0-discharge Model Results (FFE)

Appendix A-1  
Stage-Storage

Mallard Landing Stage-Storage

Execution Date: 6/6/2023  
Engineer's Name: JMS  
Job No: 22-16

Computation Type: Stage-Storage

Starting Stage: 22.8  
Ending Stage: 30.0  
Stage Increment: 0.40

Total Acreage: 44.93  
Impervious: 13.70  
Pervious: 31.23

Name	Building	Asphalt / Shoulders	Road Swale	Driveways	Wet Pond Surface	Wet Pond Slopes	Lots	Sidewalks	Misc Open Space	
Area	3.57	5.07	6.05	0.72	3.75	1.20	21.88	0.59	2.10	
Start Elev	29.50	27.30	24.50	28.00	22.80	22.80	28.00	27.50	28.50	
End Elev	0.00	28.60	28.00	29.00	0.00	27.80	30.00	28.00	29.00	
Stage		Linear	Linear	Linear	Vert	Linear	Linear	Linear	Linear	Total
Feet	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage
NGVD	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft
22.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23.20	0.00	0.00	0.00	0.00	1.50	0.02	0.00	0.00	0.00	1.52
23.60	0.00	0.00	0.00	0.00	3.00	0.08	0.00	0.00	0.00	3.08
24.00	0.00	0.00	0.00	0.00	4.50	0.17	0.00	0.00	0.00	4.67
24.40	0.00	0.00	0.00	0.00	6.00	0.31	0.00	0.00	0.00	6.31
24.80	0.00	0.00	0.08	0.00	7.50	0.48	0.00	0.00	0.00	8.06
25.20	0.00	0.00	0.42	0.00	9.00	0.69	0.00	0.00	0.00	10.11
25.60	0.00	0.00	1.05	0.00	10.50	0.94	0.00	0.00	0.00	12.49
26.00	0.00	0.00	1.94	0.00	12.00	1.23	0.00	0.00	0.00	15.17
26.40	0.00	0.00	3.12	0.00	13.50	1.56	0.00	0.00	0.00	18.18
26.80	0.00	0.00	4.57	0.00	15.00	1.92	0.00	0.00	0.00	21.49
27.20	0.00	0.00	6.30	0.00	16.50	2.32	0.00	0.00	0.00	25.12
27.60	0.00	0.18	8.31	0.00	18.00	2.76	0.00	0.01	0.00	29.25
28.00	0.00	0.96	10.59	0.00	19.50	3.24	0.00	0.15	0.00	34.29
28.40	0.00	2.36	13.01	0.06	21.00	3.72	0.88	0.38	0.00	41.02
28.80	0.00	4.39	15.43	0.23	22.50	4.20	3.50	0.62	0.19	50.25
29.20	0.00	6.42	17.85	0.52	24.00	4.68	7.88	0.86	1.03	61.34
29.60	0.36	8.44	20.27	0.81	25.50	5.16	14.00	1.09	1.87	74.54
30.00	1.78	10.47	22.69	1.09	27.00	5.64	21.88	1.33	2.71	90.56

## Appendix A-2 Soil Storage

### POST-Development Stormwater Calculations - Basin 1

Project: **Mallard Landing**  
Project #: **22-16**

Revised: \_\_\_\_\_  
Engineer: **JMS**  
Date: **6/6/2023**

#### Land Use Table

Use	Imp. (ac)	Pervious (ac)	Total (ac)
Buildings =	3.57	0.00	3.57
Asphalt Pavement / Shoulders =	3.38	0.00	3.38
Driveways =	0.72	1.69	2.41
Lots / Yards =	0.00	21.88	21.88
Wet Detention Area - Slopes =	0.00	0.84	0.84
Wet Detention Area - Surface =	4.04	0.00	4.04
Road Swale =	0.00	6.05	6.05
Misc. Open Space =	0.00	2.17	2.17
Sidewalks =	0.59	0.00	0.59
TOTAL =	12.30	32.63	44.93

#### Find Curve Number:

Avg. Pervious Ground El. =	28.30
Control Elevation =	22.80
Distance to Water Table =	5.50

#### Soil Storage Table

Depth to W.T. (ft)	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
1.5	1.6	1.6	1.4
2.0	2.5	2.5	2.1
2.5	4.6	4.0	3.3
3.0	6.6	5.4	4.4
3.5	8.8	7.2	5.6
4.0	10.9	9.0	6.8

Find the basin's soil classification and input below as "Soil Storage" using the above "Depth to W.T.".

Developed Pervious Area =	32.63	
Undeveloped Pervious Area =	0.00	
Soil Storage =	9.00	inches
Soil Moisture Storage (S) =	4.90	inches
Curve Number =	67.1	



# MODRET 7.0

## SUMMARY OF MODRET INPUT PARAMETERS

**PROJECT NAME : Mallard Landing**  
**UNSATURATED ANALYSIS EXCLUDED**

Average Pond Area	196,107.11 ft <sup>2</sup>
Pond Volume between Bottom & DHWL	980,535.56 ft <sup>3</sup>
Pond Length to Width Ratio (L/W)	12.00
Elevation of Effective Aquifer Base	-22.00 ft
Elevation of Seasonal High Groundwater Table	22.80 ft
Elevation of Starting Water Level	22.80 ft
Elevation of Pond Bottom	16.80 ft
Is there overflow ?	Y
Avg. Effective Storage Coefficient of Soil for Unsaturated Analysis	0.25
Unsaturated Vertical Hydraulic Conductivity	0.10 ft/d
Factor of Safety	2.00
Saturated Horizontal Hydraulic Conductivity	10.00 ft/d
Avg. Effective Storage Coefficient of Soil for Saturated Analysis	0.08
Avg. Effective Storage Coefficient of Pond/Exfiltration Trench	1.00

### Hydraulic Control Features:

#### Groundwater Control Features - Y/N

	Top	Bottom	Left	Right
Distance to Edge of Pond	N 0.00	N 0.00	Y 30.00	N 0.00
Elevation of Water Level	0.00	0.00	21.50	0.00

#### Impervious Barrier - Y/N

	Top	Bottom	Left	Right
Elevation of Barrier Bottom	N 0.00	N 0.00	N 0.00	N 0.00

# MODRET 7.0

## ELEVATION VS OVERFLOW RELATIONSHIP

**PROJECT NAME : Mallard Landing**  
**ORIFICE STRUCTURE TYPE**

Invert Elevation of Orifice	23.05 ft
Area of Orifice	19.63 in
Coefficient of Discharge	4.80
Orifice Flow Exponent	0.50
Number of Identical Orifices	1.00
Design High Water Level Elevation	27.80 ft

# MODRET 7.0

## ROUTING MODULE

**PROJECT NAME : Mallard Landing**  
**STAGE-STORAGE INPUT DATA**

<b>ELEVATION (ft)</b>	<b>AREA (Ac)</b>	<b>POND VOLUME (ft<sup>3</sup>)</b>
22.80	3.750	0.0
26.80	4.950	757,944.0
27.80	5.270	980,535.6

Zero-Infiltration option is OFF

# MODRET 7.0

## HYDROGRAPH DATA INPUT - SCS UNIT METHOD

**Project Name : Mallard 25-3**

**Rainfall Distribution : SFWMD (72 hrs)**

Contributing Basin Area

44.93 ac.

SCS Curve Number

67.10

Time of Concentration

30.00 min.

Rainfall Depth

9.00 in.

Shape Factor

256

Effective DCIA Area

0.000 ac.

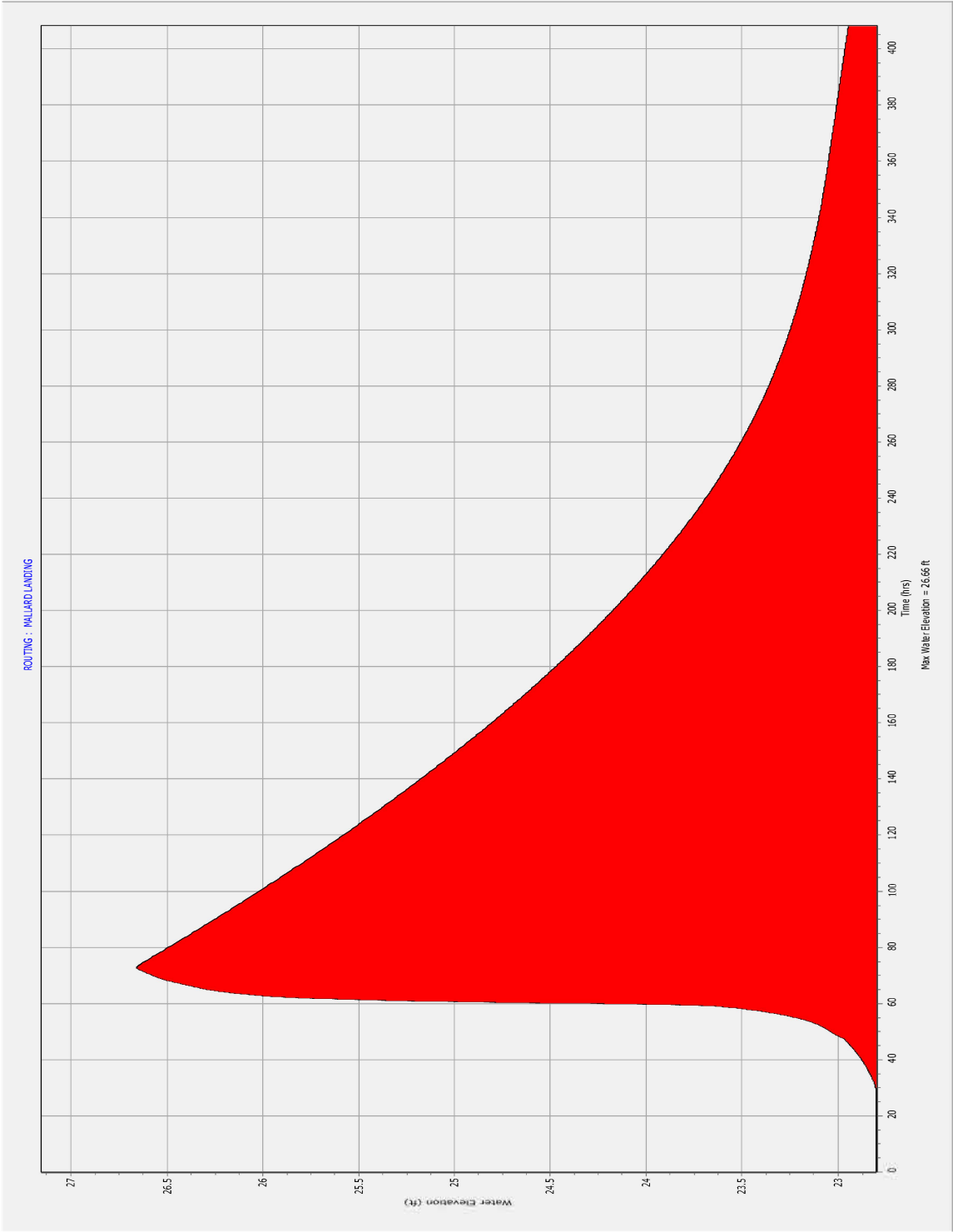
# MODRET 7.0

## HYDROGRAPH DATA INPUT - SCS UNIT METHOD

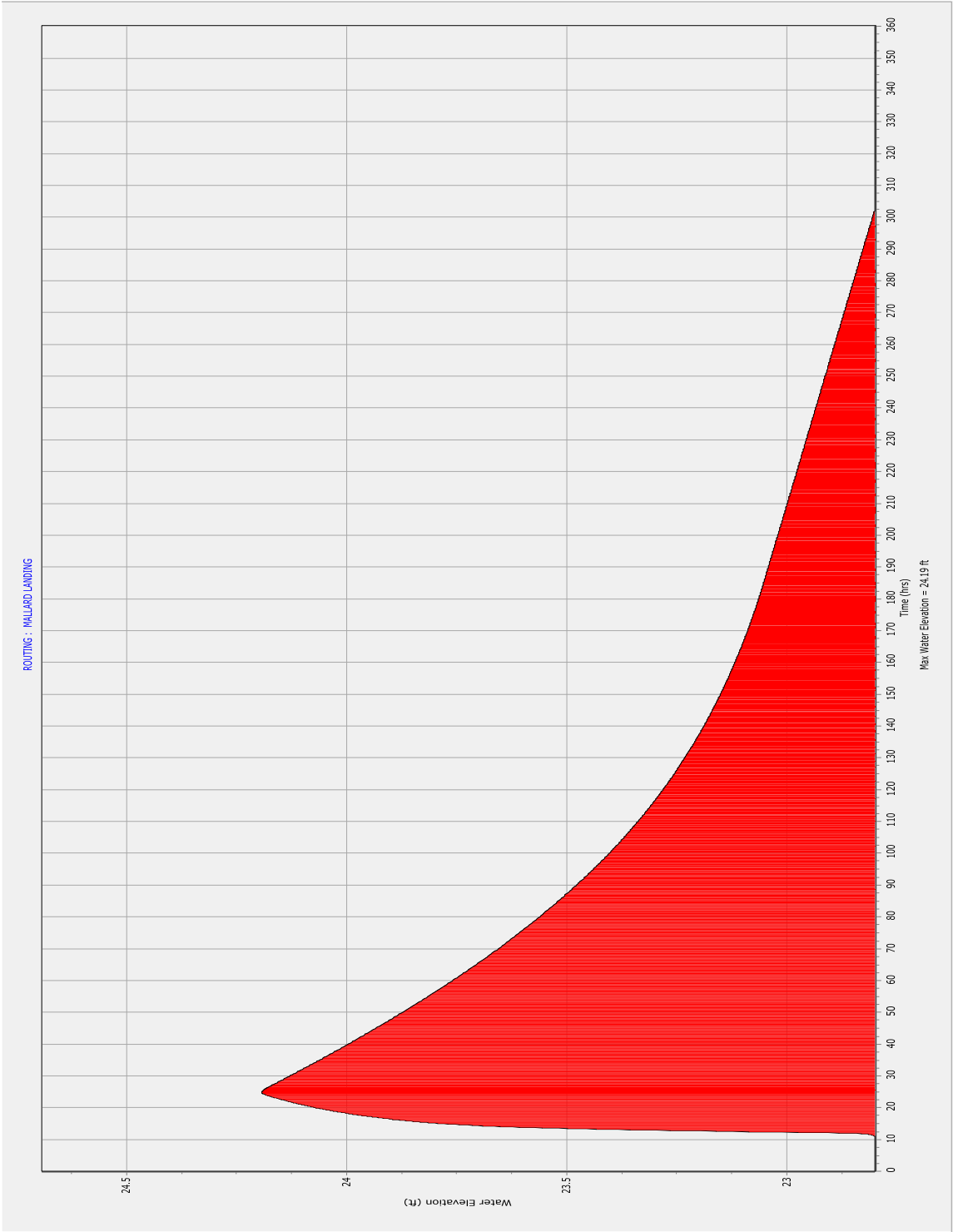
**Project Name : Mallard 10-1**  
**Rainfall Distribution : SFWMD (24 hrs)**

Contributing Basin Area	44.93 ac.
SCS Curve Number	67.10
Time of Concentration	30.00 min.
Rainfall Depth	5.00 in.
Shape Factor	256
Effective DCIA Area	0.000 ac.

Appendix A-4  
25 Year / 3 Day Stage Graph



Appendix A-4  
10 Year / 1 Day Stage Graph





Project Name: Mallard Landing

Reviewer: jms

Project Number: 22-16

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

## Basin 1: Site

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 9 inches

Area: 44.93 acres

Ground Storage: 4.9 inches

Time of Concentration: 0.5 hours

Initial Stage: 22.8 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
22.80	0.00
23.20	1.52
23.60	3.08
24.00	4.67
24.40	6.31
24.80	8.06
25.20	10.11
25.60	12.49
26.00	15.17
26.40	18.18
26.80	21.49
27.20	25.12
27.60	29.25
28.00	34.29
28.40	41.02
28.80	50.25
29.20	61.34

## Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	21.30
24.00	22.00
72.00	23.80
96.00	22.80
360.00	21.30

## Structure: 1

From Basin: Site

To Basin: Offsitel

Structure Type: Gravity

Weir: None

Bleeder: Circular, Invert Elev = 23.05 ft NGVD, Diameter = 0.42 ft

Default Coefs: Weir Coef = 0.6, Orifice Coef = 0.6

Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	22.80	21.30
1.00	0.04	0.00	0.00	0.00	22.80	21.33
2.00	0.08	0.00	0.00	0.00	22.80	21.36
3.00	0.12	0.00	0.00	0.00	22.80	21.39
4.00	0.16	0.00	0.00	0.00	22.80	21.42
5.00	0.20	0.00	0.00	0.00	22.80	21.45
6.00	0.24	0.00	0.00	0.00	22.80	21.47
7.00	0.28	0.00	0.00	0.00	22.80	21.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
8.00	0.32	0.00	0.00	0.00	22.80	21.53
9.00	0.36	0.00	0.00	0.00	22.80	21.56
10.00	0.40	0.00	0.00	0.00	22.80	21.59
11.00	0.44	0.00	0.00	0.00	22.80	21.62
12.00	0.48	0.00	0.00	0.00	22.80	21.65
13.00	0.52	0.00	0.00	0.00	22.80	21.68
14.00	0.56	0.00	0.00	0.00	22.80	21.71
15.00	0.60	0.00	0.00	0.00	22.80	21.74
16.00	0.64	0.00	0.00	0.00	22.80	21.77
17.00	0.68	0.00	0.00	0.00	22.80	21.80
18.00	0.73	0.00	0.00	0.00	22.80	21.83
19.00	0.77	0.00	0.00	0.00	22.80	21.85
20.00	0.81	0.00	0.00	0.00	22.80	21.88
21.00	0.85	0.00	0.00	0.00	22.80	21.91
22.00	0.89	0.00	0.00	0.00	22.80	21.94
23.00	0.93	0.00	0.00	0.00	22.80	21.97
24.00	0.97	0.00	0.00	0.00	22.80	22.00
25.00	1.03	0.02	0.00	0.00	22.80	22.04
26.00	1.08	0.08	0.00	0.00	22.80	22.08
27.00	1.14	0.14	0.00	0.00	22.80	22.11
28.00	1.20	0.20	0.00	0.00	22.81	22.15
29.00	1.26	0.25	0.00	0.00	22.81	22.19
30.00	1.32	0.31	0.00	0.00	22.82	22.23
31.00	1.38	0.36	0.00	0.00	22.83	22.26
32.00	1.44	0.41	0.00	0.00	22.83	22.30
33.00	1.50	0.46	0.00	0.00	22.84	22.34
34.00	1.55	0.51	0.00	0.00	22.85	22.38
35.00	1.61	0.55	0.00	0.00	22.87	22.41
36.00	1.67	0.60	0.00	0.00	22.88	22.45
37.00	1.73	0.64	0.00	0.00	22.89	22.49
38.00	1.79	0.68	0.00	0.00	22.91	22.52
39.00	1.85	0.72	0.00	0.00	22.92	22.56
40.00	1.91	0.76	0.00	0.00	22.94	22.60
41.00	1.97	0.80	0.00	0.00	22.95	22.64
42.00	2.02	0.84	0.00	0.00	22.97	22.67
43.00	2.08	0.87	0.00	0.00	22.99	22.71
44.00	2.14	0.91	0.00	0.00	23.01	22.75
45.00	2.20	0.94	0.00	0.00	23.03	22.79
46.00	2.26	0.97	0.00	0.00	23.05	22.82
47.00	2.32	1.00	0.00	0.00	23.07	22.86
48.00	2.38	1.03	0.00	0.00	23.09	22.90
49.00	2.44	1.18	0.01	0.00	23.12	22.94
50.00	2.51	1.24	0.02	0.00	23.14	22.98
51.00	2.59	1.50	0.03	0.00	23.17	23.01
52.00	2.68	1.75	0.05	0.01	23.21	23.05
53.00	2.79	2.32	0.08	0.01	23.25	23.09
54.00	2.93	2.99	0.13	0.02	23.30	23.12
55.00	3.09	3.73	0.20	0.04	23.37	23.16
56.00	3.28	4.54	0.28	0.06	23.45	23.20
57.00	3.51	5.64	0.36	0.09	23.56	23.24
58.00	3.79	7.27	0.43	0.12	23.68	23.27
59.00	4.16	10.56	0.49	0.16	23.85	23.31
60.00	6.72	99.72	0.75	0.21	24.61	23.35
61.00	7.46	33.44	0.98	0.28	25.54	23.39
62.00	7.79	14.92	1.03	0.37	25.80	23.42
63.00	8.01	8.71	1.05	0.45	25.93	23.46
64.00	8.21	7.67	1.06	0.54	26.01	23.50
65.00	8.32	4.95	1.06	0.63	26.07	23.54
66.00	8.44	4.60	1.06	0.71	26.11	23.57
67.00	8.56	4.57	1.06	0.80	26.14	23.61
68.00	8.68	4.58	1.06	0.89	26.18	23.65
69.00	8.76	3.26	1.06	0.98	26.21	23.69
70.00	8.84	3.09	1.06	1.07	26.24	23.72
71.00	8.92	3.08	1.05	1.15	26.26	23.76
72.00	9.00	3.08	1.05	1.24	26.28	23.80
73.00	9.00	0.42	1.06	1.33	26.28	23.76
74.00	9.00	0.06	1.07	1.41	26.27	23.72
75.00	9.00	0.01	1.07	1.50	26.26	23.67
76.00	9.00	0.00	1.08	1.59	26.25	23.63
77.00	9.00	0.00	1.09	1.68	26.24	23.59

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
78.00	9.00	0.00	1.09	1.77	26.23	23.55
79.00	9.00	0.00	1.10	1.86	26.21	23.51
80.00	9.00	0.00	1.10	1.95	26.20	23.47
81.00	9.00	0.00	1.11	2.04	26.19	23.42
82.00	9.00	0.00	1.12	2.14	26.18	23.38
83.00	9.00	0.00	1.12	2.23	26.17	23.34
84.00	9.00	0.00	1.13	2.32	26.15	23.30
85.00	9.00	0.00	1.13	2.42	26.14	23.26
86.00	9.00	0.00	1.13	2.51	26.13	23.22
87.00	9.00	0.00	1.13	2.60	26.12	23.17
88.00	9.00	0.00	1.12	2.70	26.10	23.13
89.00	9.00	0.00	1.12	2.79	26.09	23.09
90.00	9.00	0.00	1.12	2.88	26.08	23.05
91.00	9.00	0.00	1.12	2.97	26.07	23.01
92.00	9.00	0.00	1.12	3.07	26.05	22.97
93.00	9.00	0.00	1.11	3.16	26.04	22.92
94.00	9.00	0.00	1.11	3.25	26.03	22.88
95.00	9.00	0.00	1.11	3.34	26.02	22.84
96.00	9.00	0.00	1.11	3.43	26.01	22.80
97.00	9.00	0.00	1.10	3.52	25.99	22.79
98.00	9.00	0.00	1.10	3.61	25.98	22.79
99.00	9.00	0.00	1.10	3.71	25.97	22.78
100.00	9.00	0.00	1.09	3.80	25.95	22.78
101.00	9.00	0.00	1.09	3.89	25.94	22.77
102.00	9.00	0.00	1.09	3.98	25.92	22.77
103.00	9.00	0.00	1.09	4.07	25.91	22.76
104.00	9.00	0.00	1.08	4.16	25.90	22.75
105.00	9.00	0.00	1.08	4.25	25.88	22.75
106.00	9.00	0.00	1.08	4.33	25.87	22.74
107.00	9.00	0.00	1.08	4.42	25.86	22.74
108.00	9.00	0.00	1.07	4.51	25.84	22.73
109.00	9.00	0.00	1.07	4.60	25.83	22.73
110.00	9.00	0.00	1.07	4.69	25.82	22.72
111.00	9.00	0.00	1.06	4.78	25.81	22.71
112.00	9.00	0.00	1.06	4.87	25.79	22.71
113.00	9.00	0.00	1.06	4.95	25.78	22.70
114.00	9.00	0.00	1.06	5.04	25.77	22.70
115.00	9.00	0.00	1.05	5.13	25.75	22.69
116.00	9.00	0.00	1.05	5.21	25.74	22.69
117.00	9.00	0.00	1.05	5.30	25.73	22.68
118.00	9.00	0.00	1.05	5.39	25.71	22.67
119.00	9.00	0.00	1.04	5.47	25.70	22.67
120.00	9.00	0.00	1.04	5.56	25.69	22.66
121.00	9.00	0.00	1.04	5.65	25.68	22.66
122.00	9.00	0.00	1.03	5.73	25.66	22.65
123.00	9.00	0.00	1.03	5.82	25.65	22.65
124.00	9.00	0.00	1.03	5.90	25.64	22.64
125.00	9.00	0.00	1.03	5.99	25.62	22.64
126.00	9.00	0.00	1.02	6.07	25.61	22.63
127.00	9.00	0.00	1.02	6.16	25.60	22.62
128.00	9.00	0.00	1.02	6.24	25.59	22.62
129.00	9.00	0.00	1.01	6.32	25.57	22.61
130.00	9.00	0.00	1.01	6.41	25.56	22.61
131.00	9.00	0.00	1.01	6.49	25.54	22.60
132.00	9.00	0.00	1.00	6.57	25.53	22.60
133.00	9.00	0.00	1.00	6.66	25.52	22.59
134.00	9.00	0.00	1.00	6.74	25.50	22.58
135.00	9.00	0.00	1.00	6.82	25.49	22.58
136.00	9.00	0.00	0.99	6.90	25.47	22.57
137.00	9.00	0.00	0.99	6.99	25.46	22.57
138.00	9.00	0.00	0.99	7.07	25.45	22.56
139.00	9.00	0.00	0.98	7.15	25.43	22.56
140.00	9.00	0.00	0.98	7.23	25.42	22.55
141.00	9.00	0.00	0.98	7.31	25.41	22.54
142.00	9.00	0.00	0.97	7.39	25.39	22.54
143.00	9.00	0.00	0.97	7.47	25.38	22.53
144.00	9.00	0.00	0.97	7.55	25.36	22.53
145.00	9.00	0.00	0.96	7.63	25.35	22.52
146.00	9.00	0.00	0.96	7.71	25.34	22.52
147.00	9.00	0.00	0.96	7.79	25.32	22.51

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
148.00	9.00	0.00	0.96	7.87	25.31	22.50
149.00	9.00	0.00	0.95	7.95	25.30	22.50
150.00	9.00	0.00	0.95	8.03	25.28	22.49
151.00	9.00	0.00	0.95	8.11	25.27	22.49
152.00	9.00	0.00	0.94	8.18	25.26	22.48
153.00	9.00	0.00	0.94	8.26	25.25	22.48
154.00	9.00	0.00	0.94	8.34	25.23	22.47
155.00	9.00	0.00	0.93	8.42	25.22	22.46
156.00	9.00	0.00	0.93	8.49	25.21	22.46
157.00	9.00	0.00	0.93	8.57	25.19	22.45
158.00	9.00	0.00	0.92	8.65	25.18	22.45
159.00	9.00	0.00	0.92	8.72	25.16	22.44
160.00	9.00	0.00	0.92	8.80	25.15	22.44
161.00	9.00	0.00	0.91	8.87	25.13	22.43
162.00	9.00	0.00	0.91	8.95	25.12	22.42
163.00	9.00	0.00	0.91	9.02	25.10	22.42
164.00	9.00	0.00	0.90	9.10	25.09	22.41
165.00	9.00	0.00	0.90	9.17	25.07	22.41
166.00	9.00	0.00	0.90	9.25	25.06	22.40
167.00	9.00	0.00	0.89	9.32	25.05	22.40
168.00	9.00	0.00	0.89	9.39	25.03	22.39
169.00	9.00	0.00	0.88	9.47	25.02	22.39
170.00	9.00	0.00	0.88	9.54	25.00	22.38
171.00	9.00	0.00	0.88	9.61	24.99	22.37
172.00	9.00	0.00	0.87	9.69	24.97	22.37
173.00	9.00	0.00	0.87	9.76	24.96	22.36
174.00	9.00	0.00	0.87	9.83	24.95	22.36
175.00	9.00	0.00	0.86	9.90	24.93	22.35
176.00	9.00	0.00	0.86	9.97	24.92	22.35
177.00	9.00	0.00	0.86	10.04	24.91	22.34
178.00	9.00	0.00	0.85	10.11	24.89	22.33
179.00	9.00	0.00	0.85	10.18	24.88	22.33
180.00	9.00	0.00	0.84	10.25	24.86	22.32
181.00	9.00	0.00	0.84	10.32	24.85	22.32
182.00	9.00	0.00	0.84	10.39	24.84	22.31
183.00	9.00	0.00	0.83	10.46	24.82	22.31
184.00	9.00	0.00	0.83	10.53	24.81	22.30
185.00	9.00	0.00	0.83	10.60	24.80	22.29
186.00	9.00	0.00	0.82	10.67	24.78	22.29
187.00	9.00	0.00	0.82	10.74	24.77	22.28
188.00	9.00	0.00	0.81	10.80	24.75	22.28
189.00	9.00	0.00	0.81	10.87	24.73	22.27
190.00	9.00	0.00	0.81	10.94	24.72	22.27
191.00	9.00	0.00	0.80	11.00	24.70	22.26
192.00	9.00	0.00	0.80	11.07	24.69	22.25
193.00	9.00	0.00	0.79	11.13	24.67	22.25
194.00	9.00	0.00	0.79	11.20	24.66	22.24
195.00	9.00	0.00	0.78	11.26	24.64	22.24
196.00	9.00	0.00	0.78	11.33	24.63	22.23
197.00	9.00	0.00	0.78	11.39	24.61	22.23
198.00	9.00	0.00	0.77	11.46	24.60	22.22
199.00	9.00	0.00	0.77	11.52	24.59	22.21
200.00	9.00	0.00	0.76	11.58	24.57	22.21
201.00	9.00	0.00	0.76	11.65	24.56	22.20
202.00	9.00	0.00	0.76	11.71	24.54	22.20
203.00	9.00	0.00	0.75	11.77	24.53	22.19
204.00	9.00	0.00	0.75	11.83	24.51	22.19
205.00	9.00	0.00	0.74	11.90	24.50	22.18
206.00	9.00	0.00	0.74	11.96	24.49	22.17
207.00	9.00	0.00	0.73	12.02	24.47	22.17
208.00	9.00	0.00	0.73	12.08	24.46	22.16
209.00	9.00	0.00	0.73	12.14	24.44	22.16
210.00	9.00	0.00	0.72	12.20	24.43	22.15
211.00	9.00	0.00	0.72	12.26	24.42	22.15
212.00	9.00	0.00	0.71	12.32	24.40	22.14
213.00	9.00	0.00	0.71	12.38	24.39	22.14
214.00	9.00	0.00	0.70	12.43	24.38	22.13
215.00	9.00	0.00	0.70	12.49	24.36	22.12
216.00	9.00	0.00	0.70	12.55	24.35	22.12
217.00	9.00	0.00	0.69	12.61	24.33	22.11

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
218.00	9.00	0.00	0.69	12.66	24.32	22.11
219.00	9.00	0.00	0.68	12.72	24.31	22.10
220.00	9.00	0.00	0.68	12.78	24.29	22.10
221.00	9.00	0.00	0.67	12.83	24.28	22.09
222.00	9.00	0.00	0.67	12.89	24.26	22.08
223.00	9.00	0.00	0.66	12.94	24.25	22.08
224.00	9.00	0.00	0.66	13.00	24.24	22.07
225.00	9.00	0.00	0.66	13.05	24.22	22.07
226.00	9.00	0.00	0.65	13.11	24.21	22.06
227.00	9.00	0.00	0.65	13.16	24.20	22.06
228.00	9.00	0.00	0.64	13.21	24.19	22.05
229.00	9.00	0.00	0.64	13.26	24.17	22.04
230.00	9.00	0.00	0.63	13.32	24.16	22.04
231.00	9.00	0.00	0.63	13.37	24.15	22.03
232.00	9.00	0.00	0.62	13.42	24.13	22.03
233.00	9.00	0.00	0.62	13.47	24.12	22.02
234.00	9.00	0.00	0.61	13.52	24.11	22.02
235.00	9.00	0.00	0.61	13.57	24.10	22.01
236.00	9.00	0.00	0.61	13.62	24.08	22.00
237.00	9.00	0.00	0.60	13.67	24.07	22.00
238.00	9.00	0.00	0.60	13.72	24.06	21.99
239.00	9.00	0.00	0.59	13.77	24.05	21.99
240.00	9.00	0.00	0.59	13.82	24.04	21.98
241.00	9.00	0.00	0.58	13.87	24.02	21.98
242.00	9.00	0.00	0.58	13.92	24.01	21.97
243.00	9.00	0.00	0.57	13.97	24.00	21.96
244.00	9.00	0.00	0.57	14.01	23.99	21.96
245.00	9.00	0.00	0.57	14.06	23.98	21.95
246.00	9.00	0.00	0.56	14.11	23.97	21.95
247.00	9.00	0.00	0.56	14.15	23.95	21.94
248.00	9.00	0.00	0.55	14.20	23.94	21.94
249.00	9.00	0.00	0.55	14.24	23.93	21.93
250.00	9.00	0.00	0.54	14.29	23.92	21.92
251.00	9.00	0.00	0.54	14.33	23.91	21.92
252.00	9.00	0.00	0.53	14.38	23.90	21.91
253.00	9.00	0.00	0.53	14.42	23.89	21.91
254.00	9.00	0.00	0.52	14.46	23.88	21.90
255.00	9.00	0.00	0.52	14.51	23.86	21.90
256.00	9.00	0.00	0.51	14.55	23.85	21.89
257.00	9.00	0.00	0.51	14.59	23.84	21.89
258.00	9.00	0.00	0.50	14.63	23.83	21.88
259.00	9.00	0.00	0.50	14.68	23.82	21.87
260.00	9.00	0.00	0.50	14.72	23.81	21.87
261.00	9.00	0.00	0.49	14.76	23.80	21.86
262.00	9.00	0.00	0.49	14.80	23.79	21.86
263.00	9.00	0.00	0.48	14.84	23.78	21.85
264.00	9.00	0.00	0.48	14.88	23.77	21.85
265.00	9.00	0.00	0.47	14.92	23.76	21.84
266.00	9.00	0.00	0.47	14.96	23.75	21.83
267.00	9.00	0.00	0.46	14.99	23.74	21.83
268.00	9.00	0.00	0.46	15.03	23.73	21.82
269.00	9.00	0.00	0.45	15.07	23.72	21.82
270.00	9.00	0.00	0.45	15.11	23.71	21.81
271.00	9.00	0.00	0.44	15.14	23.70	21.81
272.00	9.00	0.00	0.44	15.18	23.70	21.80
273.00	9.00	0.00	0.44	15.22	23.69	21.79
274.00	9.00	0.00	0.43	15.25	23.68	21.79
275.00	9.00	0.00	0.43	15.29	23.67	21.78
276.00	9.00	0.00	0.42	15.32	23.66	21.78
277.00	9.00	0.00	0.42	15.36	23.65	21.77
278.00	9.00	0.00	0.41	15.39	23.64	21.77
279.00	9.00	0.00	0.41	15.43	23.63	21.76
280.00	9.00	0.00	0.40	15.46	23.63	21.75
281.00	9.00	0.00	0.40	15.49	23.62	21.75
282.00	9.00	0.00	0.39	15.52	23.61	21.74
283.00	9.00	0.00	0.39	15.56	23.60	21.74
284.00	9.00	0.00	0.38	15.59	23.59	21.73
285.00	9.00	0.00	0.38	15.62	23.58	21.73
286.00	9.00	0.00	0.38	15.65	23.58	21.72
287.00	9.00	0.00	0.37	15.68	23.57	21.71

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
288.00	9.00	0.00	0.37	15.71	23.56	21.71
289.00	9.00	0.00	0.36	15.74	23.55	21.70
290.00	9.00	0.00	0.36	15.77	23.55	21.70
291.00	9.00	0.00	0.35	15.80	23.54	21.69
292.00	9.00	0.00	0.35	15.83	23.53	21.69
293.00	9.00	0.00	0.34	15.86	23.52	21.68
294.00	9.00	0.00	0.34	15.89	23.52	21.67
295.00	9.00	0.00	0.33	15.91	23.51	21.67
296.00	9.00	0.00	0.33	15.94	23.50	21.66
297.00	9.00	0.00	0.32	15.97	23.49	21.66
298.00	9.00	0.00	0.32	16.00	23.49	21.65
299.00	9.00	0.00	0.31	16.02	23.48	21.65
300.00	9.00	0.00	0.31	16.05	23.47	21.64
301.00	9.00	0.00	0.29	16.07	23.47	21.64
302.00	9.00	0.00	0.29	16.10	23.46	21.63
303.00	9.00	0.00	0.28	16.12	23.46	21.62
304.00	9.00	0.00	0.28	16.14	23.45	21.62
305.00	9.00	0.00	0.27	16.16	23.44	21.61
306.00	9.00	0.00	0.26	16.19	23.44	21.61
307.00	9.00	0.00	0.26	16.21	23.43	21.60
308.00	9.00	0.00	0.25	16.23	23.43	21.60
309.00	9.00	0.00	0.25	16.25	23.42	21.59
310.00	9.00	0.00	0.24	16.27	23.42	21.58
311.00	9.00	0.00	0.24	16.29	23.41	21.58
312.00	9.00	0.00	0.23	16.31	23.41	21.57
313.00	9.00	0.00	0.23	16.33	23.40	21.57
314.00	9.00	0.00	0.22	16.35	23.40	21.56
315.00	9.00	0.00	0.22	16.37	23.39	21.56
316.00	9.00	0.00	0.21	16.38	23.39	21.55
317.00	9.00	0.00	0.21	16.40	23.38	21.54
318.00	9.00	0.00	0.20	16.42	23.38	21.54
319.00	9.00	0.00	0.20	16.43	23.38	21.53
320.00	9.00	0.00	0.20	16.45	23.37	21.53
321.00	9.00	0.00	0.19	16.47	23.37	21.52
322.00	9.00	0.00	0.19	16.48	23.36	21.52
323.00	9.00	0.00	0.18	16.50	23.36	21.51
324.00	9.00	0.00	0.18	16.51	23.36	21.50
325.00	9.00	0.00	0.18	16.53	23.35	21.50
326.00	9.00	0.00	0.17	16.54	23.35	21.49
327.00	9.00	0.00	0.17	16.56	23.34	21.49
328.00	9.00	0.00	0.17	16.57	23.34	21.48
329.00	9.00	0.00	0.16	16.58	23.34	21.48
330.00	9.00	0.00	0.16	16.60	23.33	21.47
331.00	9.00	0.00	0.16	16.61	23.33	21.46
332.00	9.00	0.00	0.15	16.62	23.33	21.46
333.00	9.00	0.00	0.15	16.63	23.32	21.45
334.00	9.00	0.00	0.15	16.65	23.32	21.45
335.00	9.00	0.00	0.14	16.66	23.32	21.44
336.00	9.00	0.00	0.14	16.67	23.31	21.44
337.00	9.00	0.00	0.14	16.68	23.31	21.43
338.00	9.00	0.00	0.14	16.69	23.31	21.42
339.00	9.00	0.00	0.13	16.70	23.31	21.42
340.00	9.00	0.00	0.13	16.72	23.30	21.41
341.00	9.00	0.00	0.13	16.73	23.30	21.41
342.00	9.00	0.00	0.13	16.74	23.30	21.40
343.00	9.00	0.00	0.12	16.75	23.30	21.40
344.00	9.00	0.00	0.12	16.76	23.29	21.39
345.00	9.00	0.00	0.12	16.77	23.29	21.39
346.00	9.00	0.00	0.12	16.78	23.29	21.38
347.00	9.00	0.00	0.11	16.79	23.28	21.37
348.00	9.00	0.00	0.11	16.80	23.28	21.37
349.00	9.00	0.00	0.11	16.80	23.28	21.36
350.00	9.00	0.00	0.11	16.81	23.28	21.36
351.00	9.00	0.00	0.11	16.82	23.28	21.35
352.00	9.00	0.00	0.10	16.83	23.27	21.35
353.00	9.00	0.00	0.10	16.84	23.27	21.34
354.00	9.00	0.00	0.10	16.85	23.27	21.33
355.00	9.00	0.00	0.10	16.86	23.27	21.33
356.00	9.00	0.00	0.10	16.86	23.26	21.32
357.00	9.00	0.00	0.10	16.87	23.26	21.32

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
358.00	9.00	0.00	0.09	16.88	23.26	21.31
359.00	9.00	0.00	0.09	16.89	23.26	21.31
360.00	9.00	0.00	0.09	16.90	23.26	21.30

## STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	1.13	85.00	0.00	0.00

## BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Site	26.28	72.60	22.80	0.00

## BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Site	18.63	0.00	16.89	0.00	1.74	0.00



Project Name: Mallard Landing

Reviewer: jms

Project Number: 22-16

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

## Basin 1: Site

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 9 inches

Area: 44.93 acres

Ground Storage: 4.9 inches

Time of Concentration: 0.5 hours

Initial Stage: 22.95 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
22.80	0.00
23.20	1.52
23.60	3.08
24.00	4.67
24.40	6.31
24.80	8.06
25.20	10.11
25.60	12.49
26.00	15.17
26.40	18.18
26.80	21.49
27.20	25.12
27.60	29.25
28.00	34.29
28.40	41.02
28.80	50.25
29.20	61.34

## Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	21.30
24.00	22.00
72.00	23.80
96.00	22.80
360.00	21.30

## Structure: 1

From Basin: Site

To Basin: Offsitel

Structure Type: Gravity

Weir: None

Bleeder: Circular, Invert Elev = 23.05 ft NGVD, Diameter = 0.42 ft

Default Coefs: Weir Coef = 0.6, Orifice Coef = 0.6

Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	22.95	21.30
1.00	0.04	0.00	0.00	0.00	22.95	21.33
2.00	0.08	0.00	0.00	0.00	22.95	21.36
3.00	0.12	0.00	0.00	0.00	22.95	21.39
4.00	0.16	0.00	0.00	0.00	22.95	21.42
5.00	0.20	0.00	0.00	0.00	22.95	21.45
6.00	0.24	0.00	0.00	0.00	22.95	21.47
7.00	0.28	0.00	0.00	0.00	22.95	21.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
8.00	0.32	0.00	0.00	0.00	22.95	21.53
9.00	0.36	0.00	0.00	0.00	22.95	21.56
10.00	0.40	0.00	0.00	0.00	22.95	21.59
11.00	0.44	0.00	0.00	0.00	22.95	21.62
12.00	0.48	0.00	0.00	0.00	22.95	21.65
13.00	0.52	0.00	0.00	0.00	22.95	21.68
14.00	0.56	0.00	0.00	0.00	22.95	21.71
15.00	0.60	0.00	0.00	0.00	22.95	21.74
16.00	0.64	0.00	0.00	0.00	22.95	21.77
17.00	0.68	0.00	0.00	0.00	22.95	21.80
18.00	0.73	0.00	0.00	0.00	22.95	21.83
19.00	0.77	0.00	0.00	0.00	22.95	21.85
20.00	0.81	0.00	0.00	0.00	22.95	21.88
21.00	0.85	0.00	0.00	0.00	22.95	21.91
22.00	0.89	0.00	0.00	0.00	22.95	21.94
23.00	0.93	0.00	0.00	0.00	22.95	21.97
24.00	0.97	0.00	0.00	0.00	22.95	22.00
25.00	1.03	0.02	0.00	0.00	22.95	22.04
26.00	1.08	0.08	0.00	0.00	22.95	22.08
27.00	1.14	0.14	0.00	0.00	22.95	22.11
28.00	1.20	0.20	0.00	0.00	22.96	22.15
29.00	1.26	0.25	0.00	0.00	22.96	22.19
30.00	1.32	0.31	0.00	0.00	22.97	22.23
31.00	1.38	0.36	0.00	0.00	22.98	22.26
32.00	1.44	0.41	0.00	0.00	22.98	22.30
33.00	1.50	0.46	0.00	0.00	22.99	22.34
34.00	1.55	0.51	0.00	0.00	23.00	22.38
35.00	1.61	0.55	0.00	0.00	23.02	22.41
36.00	1.67	0.60	0.00	0.00	23.03	22.45
37.00	1.73	0.64	0.00	0.00	23.04	22.49
38.00	1.79	0.68	0.00	0.00	23.06	22.52
39.00	1.85	0.72	0.00	0.00	23.07	22.56
40.00	1.91	0.76	0.00	0.00	23.09	22.60
41.00	1.97	0.80	0.01	0.00	23.10	22.64
42.00	2.02	0.84	0.01	0.00	23.12	22.67
43.00	2.08	0.87	0.02	0.00	23.14	22.71
44.00	2.14	0.91	0.03	0.00	23.16	22.75
45.00	2.20	0.94	0.04	0.01	23.18	22.79
46.00	2.26	0.97	0.05	0.01	23.20	22.82
47.00	2.32	1.00	0.06	0.02	23.22	22.86
48.00	2.38	1.03	0.08	0.02	23.24	22.90
49.00	2.44	1.18	0.09	0.03	23.26	22.94
50.00	2.51	1.24	0.11	0.04	23.28	22.98
51.00	2.59	1.50	0.14	0.05	23.31	23.01
52.00	2.68	1.75	0.17	0.06	23.34	23.05
53.00	2.79	2.32	0.21	0.08	23.38	23.09
54.00	2.93	2.99	0.26	0.10	23.43	23.12
55.00	3.09	3.73	0.32	0.12	23.50	23.16
56.00	3.28	4.54	0.38	0.15	23.58	23.20
57.00	3.51	5.64	0.43	0.18	23.68	23.24
58.00	3.79	7.27	0.48	0.22	23.80	23.27
59.00	4.16	10.56	0.54	0.26	23.97	23.31
60.00	6.72	99.72	0.78	0.32	24.71	23.35
61.00	7.46	33.44	1.00	0.39	25.61	23.39
62.00	7.79	14.92	1.04	0.48	25.87	23.42
63.00	8.01	8.71	1.06	0.57	26.00	23.46
64.00	8.21	7.67	1.07	0.65	26.07	23.50
65.00	8.32	4.95	1.07	0.74	26.13	23.54
66.00	8.44	4.60	1.07	0.83	26.17	23.57
67.00	8.56	4.57	1.07	0.92	26.20	23.61
68.00	8.68	4.58	1.07	1.01	26.24	23.65
69.00	8.76	3.26	1.07	1.10	26.27	23.69
70.00	8.84	3.09	1.07	1.19	26.29	23.72
71.00	8.92	3.08	1.07	1.28	26.32	23.76
72.00	9.00	3.08	1.06	1.36	26.34	23.80
73.00	9.00	0.42	1.07	1.45	26.34	23.76
74.00	9.00	0.06	1.08	1.54	26.33	23.72
75.00	9.00	0.01	1.09	1.63	26.32	23.67
76.00	9.00	0.00	1.09	1.72	26.31	23.63
77.00	9.00	0.00	1.10	1.81	26.30	23.59

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
78.00	9.00	0.00	1.10	1.90	26.28	23.55
79.00	9.00	0.00	1.11	1.99	26.27	23.51
80.00	9.00	0.00	1.11	2.08	26.26	23.47
81.00	9.00	0.00	1.12	2.18	26.25	23.42
82.00	9.00	0.00	1.13	2.27	26.24	23.38
83.00	9.00	0.00	1.13	2.36	26.22	23.34
84.00	9.00	0.00	1.14	2.46	26.21	23.30
85.00	9.00	0.00	1.14	2.55	26.20	23.26
86.00	9.00	0.00	1.14	2.65	26.19	23.22
87.00	9.00	0.00	1.14	2.74	26.17	23.17
88.00	9.00	0.00	1.14	2.83	26.16	23.13
89.00	9.00	0.00	1.13	2.93	26.15	23.09
90.00	9.00	0.00	1.13	3.02	26.14	23.05
91.00	9.00	0.00	1.13	3.12	26.12	23.01
92.00	9.00	0.00	1.13	3.21	26.11	22.97
93.00	9.00	0.00	1.12	3.30	26.10	22.92
94.00	9.00	0.00	1.12	3.39	26.09	22.88
95.00	9.00	0.00	1.12	3.49	26.07	22.84
96.00	9.00	0.00	1.12	3.58	26.06	22.80
97.00	9.00	0.00	1.11	3.67	26.05	22.79
98.00	9.00	0.00	1.11	3.76	26.04	22.79
99.00	9.00	0.00	1.11	3.86	26.03	22.78
100.00	9.00	0.00	1.11	3.95	26.01	22.78
101.00	9.00	0.00	1.10	4.04	26.00	22.77
102.00	9.00	0.00	1.10	4.13	25.99	22.77
103.00	9.00	0.00	1.10	4.22	25.97	22.76
104.00	9.00	0.00	1.10	4.31	25.96	22.75
105.00	9.00	0.00	1.09	4.40	25.95	22.75
106.00	9.00	0.00	1.09	4.49	25.93	22.74
107.00	9.00	0.00	1.09	4.58	25.92	22.74
108.00	9.00	0.00	1.09	4.67	25.91	22.73
109.00	9.00	0.00	1.08	4.76	25.89	22.73
110.00	9.00	0.00	1.08	4.85	25.88	22.72
111.00	9.00	0.00	1.08	4.94	25.87	22.71
112.00	9.00	0.00	1.07	5.03	25.85	22.71
113.00	9.00	0.00	1.07	5.12	25.84	22.70
114.00	9.00	0.00	1.07	5.21	25.83	22.70
115.00	9.00	0.00	1.07	5.29	25.81	22.69
116.00	9.00	0.00	1.06	5.38	25.80	22.69
117.00	9.00	0.00	1.06	5.47	25.79	22.68
118.00	9.00	0.00	1.06	5.56	25.77	22.67
119.00	9.00	0.00	1.05	5.64	25.76	22.67
120.00	9.00	0.00	1.05	5.73	25.75	22.66
121.00	9.00	0.00	1.05	5.82	25.74	22.66
122.00	9.00	0.00	1.05	5.90	25.72	22.65
123.00	9.00	0.00	1.04	5.99	25.71	22.65
124.00	9.00	0.00	1.04	6.08	25.70	22.64
125.00	9.00	0.00	1.04	6.16	25.68	22.64
126.00	9.00	0.00	1.04	6.25	25.67	22.63
127.00	9.00	0.00	1.03	6.33	25.66	22.62
128.00	9.00	0.00	1.03	6.42	25.65	22.62
129.00	9.00	0.00	1.03	6.50	25.63	22.61
130.00	9.00	0.00	1.02	6.59	25.62	22.61
131.00	9.00	0.00	1.02	6.67	25.61	22.60
132.00	9.00	0.00	1.02	6.76	25.59	22.60
133.00	9.00	0.00	1.02	6.84	25.58	22.59
134.00	9.00	0.00	1.01	6.93	25.57	22.58
135.00	9.00	0.00	1.01	7.01	25.55	22.58
136.00	9.00	0.00	1.01	7.09	25.54	22.57
137.00	9.00	0.00	1.00	7.18	25.52	22.57
138.00	9.00	0.00	1.00	7.26	25.51	22.56
139.00	9.00	0.00	1.00	7.34	25.50	22.56
140.00	9.00	0.00	0.99	7.42	25.48	22.55
141.00	9.00	0.00	0.99	7.51	25.47	22.54
142.00	9.00	0.00	0.99	7.59	25.45	22.54
143.00	9.00	0.00	0.99	7.67	25.44	22.53
144.00	9.00	0.00	0.98	7.75	25.43	22.53
145.00	9.00	0.00	0.98	7.83	25.41	22.52
146.00	9.00	0.00	0.98	7.91	25.40	22.52
147.00	9.00	0.00	0.97	7.99	25.39	22.51

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
148.00	9.00	0.00	0.97	8.07	25.37	22.50
149.00	9.00	0.00	0.97	8.15	25.36	22.50
150.00	9.00	0.00	0.96	8.23	25.35	22.49
151.00	9.00	0.00	0.96	8.31	25.33	22.49
152.00	9.00	0.00	0.96	8.39	25.32	22.48
153.00	9.00	0.00	0.95	8.47	25.31	22.48
154.00	9.00	0.00	0.95	8.55	25.29	22.47
155.00	9.00	0.00	0.95	8.63	25.28	22.46
156.00	9.00	0.00	0.94	8.71	25.27	22.46
157.00	9.00	0.00	0.94	8.78	25.25	22.45
158.00	9.00	0.00	0.94	8.86	25.24	22.45
159.00	9.00	0.00	0.94	8.94	25.23	22.44
160.00	9.00	0.00	0.93	9.02	25.21	22.44
161.00	9.00	0.00	0.93	9.09	25.20	22.43
162.00	9.00	0.00	0.93	9.17	25.19	22.42
163.00	9.00	0.00	0.92	9.25	25.17	22.42
164.00	9.00	0.00	0.92	9.32	25.16	22.41
165.00	9.00	0.00	0.92	9.40	25.14	22.41
166.00	9.00	0.00	0.91	9.47	25.13	22.40
167.00	9.00	0.00	0.91	9.55	25.11	22.40
168.00	9.00	0.00	0.90	9.62	25.10	22.39
169.00	9.00	0.00	0.90	9.70	25.08	22.39
170.00	9.00	0.00	0.90	9.77	25.07	22.38
171.00	9.00	0.00	0.89	9.85	25.05	22.37
172.00	9.00	0.00	0.89	9.92	25.04	22.37
173.00	9.00	0.00	0.89	9.99	25.03	22.36
174.00	9.00	0.00	0.88	10.07	25.01	22.36
175.00	9.00	0.00	0.88	10.14	25.00	22.35
176.00	9.00	0.00	0.88	10.21	24.98	22.35
177.00	9.00	0.00	0.87	10.28	24.97	22.34
178.00	9.00	0.00	0.87	10.36	24.96	22.33
179.00	9.00	0.00	0.87	10.43	24.94	22.33
180.00	9.00	0.00	0.86	10.50	24.93	22.32
181.00	9.00	0.00	0.86	10.57	24.91	22.32
182.00	9.00	0.00	0.85	10.64	24.90	22.31
183.00	9.00	0.00	0.85	10.71	24.89	22.31
184.00	9.00	0.00	0.85	10.78	24.87	22.30
185.00	9.00	0.00	0.84	10.85	24.86	22.29
186.00	9.00	0.00	0.84	10.92	24.85	22.29
187.00	9.00	0.00	0.84	10.99	24.83	22.28
188.00	9.00	0.00	0.83	11.06	24.82	22.28
189.00	9.00	0.00	0.83	11.13	24.80	22.27
190.00	9.00	0.00	0.83	11.20	24.79	22.27
191.00	9.00	0.00	0.82	11.26	24.77	22.26
192.00	9.00	0.00	0.82	11.33	24.76	22.25
193.00	9.00	0.00	0.81	11.40	24.74	22.25
194.00	9.00	0.00	0.81	11.47	24.73	22.24
195.00	9.00	0.00	0.80	11.53	24.71	22.24
196.00	9.00	0.00	0.80	11.60	24.70	22.23
197.00	9.00	0.00	0.80	11.66	24.68	22.23
198.00	9.00	0.00	0.79	11.73	24.67	22.22
199.00	9.00	0.00	0.79	11.80	24.65	22.21
200.00	9.00	0.00	0.78	11.86	24.64	22.21
201.00	9.00	0.00	0.78	11.92	24.62	22.20
202.00	9.00	0.00	0.77	11.99	24.61	22.20
203.00	9.00	0.00	0.77	12.05	24.59	22.19
204.00	9.00	0.00	0.77	12.12	24.58	22.19
205.00	9.00	0.00	0.76	12.18	24.57	22.18
206.00	9.00	0.00	0.76	12.24	24.55	22.17
207.00	9.00	0.00	0.75	12.30	24.54	22.17
208.00	9.00	0.00	0.75	12.37	24.52	22.16
209.00	9.00	0.00	0.75	12.43	24.51	22.16
210.00	9.00	0.00	0.74	12.49	24.49	22.15
211.00	9.00	0.00	0.74	12.55	24.48	22.15
212.00	9.00	0.00	0.73	12.61	24.47	22.14
213.00	9.00	0.00	0.73	12.67	24.45	22.14
214.00	9.00	0.00	0.72	12.73	24.44	22.13
215.00	9.00	0.00	0.72	12.79	24.43	22.12
216.00	9.00	0.00	0.72	12.85	24.41	22.12
217.00	9.00	0.00	0.71	12.91	24.40	22.11

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
218.00	9.00	0.00	0.71	12.97	24.38	22.11
219.00	9.00	0.00	0.70	13.03	24.37	22.10
220.00	9.00	0.00	0.70	13.08	24.36	22.10
221.00	9.00	0.00	0.69	13.14	24.34	22.09
222.00	9.00	0.00	0.69	13.20	24.33	22.08
223.00	9.00	0.00	0.68	13.26	24.31	22.08
224.00	9.00	0.00	0.68	13.31	24.30	22.07
225.00	9.00	0.00	0.68	13.37	24.29	22.07
226.00	9.00	0.00	0.67	13.42	24.27	22.06
227.00	9.00	0.00	0.67	13.48	24.26	22.06
228.00	9.00	0.00	0.66	13.53	24.25	22.05
229.00	9.00	0.00	0.66	13.59	24.23	22.04
230.00	9.00	0.00	0.65	13.64	24.22	22.04
231.00	9.00	0.00	0.65	13.70	24.21	22.03
232.00	9.00	0.00	0.64	13.75	24.19	22.03
233.00	9.00	0.00	0.64	13.80	24.18	22.02
234.00	9.00	0.00	0.64	13.86	24.17	22.02
235.00	9.00	0.00	0.63	13.91	24.15	22.01
236.00	9.00	0.00	0.63	13.96	24.14	22.00
237.00	9.00	0.00	0.62	14.01	24.13	22.00
238.00	9.00	0.00	0.62	14.06	24.12	21.99
239.00	9.00	0.00	0.61	14.11	24.10	21.99
240.00	9.00	0.00	0.61	14.16	24.09	21.98
241.00	9.00	0.00	0.60	14.21	24.08	21.98
242.00	9.00	0.00	0.60	14.26	24.07	21.97
243.00	9.00	0.00	0.60	14.31	24.06	21.96
244.00	9.00	0.00	0.59	14.36	24.04	21.96
245.00	9.00	0.00	0.59	14.41	24.03	21.95
246.00	9.00	0.00	0.58	14.46	24.02	21.95
247.00	9.00	0.00	0.58	14.51	24.01	21.94
248.00	9.00	0.00	0.57	14.55	24.00	21.94
249.00	9.00	0.00	0.57	14.60	23.98	21.93
250.00	9.00	0.00	0.56	14.65	23.97	21.92
251.00	9.00	0.00	0.56	14.69	23.96	21.92
252.00	9.00	0.00	0.55	14.74	23.95	21.91
253.00	9.00	0.00	0.55	14.79	23.94	21.91
254.00	9.00	0.00	0.54	14.83	23.93	21.90
255.00	9.00	0.00	0.54	14.88	23.92	21.90
256.00	9.00	0.00	0.54	14.92	23.90	21.89
257.00	9.00	0.00	0.53	14.96	23.89	21.89
258.00	9.00	0.00	0.53	15.01	23.88	21.88
259.00	9.00	0.00	0.52	15.05	23.87	21.87
260.00	9.00	0.00	0.52	15.09	23.86	21.87
261.00	9.00	0.00	0.51	15.14	23.85	21.86
262.00	9.00	0.00	0.51	15.18	23.84	21.86
263.00	9.00	0.00	0.50	15.22	23.83	21.85
264.00	9.00	0.00	0.50	15.26	23.82	21.85
265.00	9.00	0.00	0.49	15.30	23.81	21.84
266.00	9.00	0.00	0.49	15.34	23.80	21.83
267.00	9.00	0.00	0.48	15.38	23.79	21.83
268.00	9.00	0.00	0.48	15.42	23.78	21.82
269.00	9.00	0.00	0.48	15.46	23.77	21.82
270.00	9.00	0.00	0.47	15.50	23.76	21.81
271.00	9.00	0.00	0.47	15.54	23.75	21.81
272.00	9.00	0.00	0.46	15.58	23.74	21.80
273.00	9.00	0.00	0.46	15.62	23.73	21.79
274.00	9.00	0.00	0.45	15.65	23.72	21.79
275.00	9.00	0.00	0.45	15.69	23.71	21.78
276.00	9.00	0.00	0.44	15.73	23.70	21.78
277.00	9.00	0.00	0.44	15.76	23.69	21.77
278.00	9.00	0.00	0.43	15.80	23.68	21.77
279.00	9.00	0.00	0.43	15.84	23.67	21.76
280.00	9.00	0.00	0.42	15.87	23.66	21.75
281.00	9.00	0.00	0.42	15.91	23.66	21.75
282.00	9.00	0.00	0.42	15.94	23.65	21.74
283.00	9.00	0.00	0.41	15.97	23.64	21.74
284.00	9.00	0.00	0.41	16.01	23.63	21.73
285.00	9.00	0.00	0.40	16.04	23.62	21.73
286.00	9.00	0.00	0.40	16.07	23.61	21.72
287.00	9.00	0.00	0.39	16.11	23.61	21.71

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
288.00	9.00	0.00	0.39	16.14	23.60	21.71
289.00	9.00	0.00	0.38	16.17	23.59	21.70
290.00	9.00	0.00	0.38	16.20	23.58	21.70
291.00	9.00	0.00	0.37	16.23	23.57	21.69
292.00	9.00	0.00	0.37	16.26	23.57	21.69
293.00	9.00	0.00	0.36	16.29	23.56	21.68
294.00	9.00	0.00	0.36	16.32	23.55	21.67
295.00	9.00	0.00	0.35	16.35	23.54	21.67
296.00	9.00	0.00	0.35	16.38	23.53	21.66
297.00	9.00	0.00	0.35	16.41	23.53	21.66
298.00	9.00	0.00	0.34	16.44	23.52	21.65
299.00	9.00	0.00	0.34	16.47	23.51	21.65
300.00	9.00	0.00	0.33	16.50	23.51	21.64
301.00	9.00	0.00	0.33	16.52	23.50	21.64
302.00	9.00	0.00	0.32	16.55	23.49	21.63
303.00	9.00	0.00	0.32	16.58	23.49	21.62
304.00	9.00	0.00	0.31	16.60	23.48	21.62
305.00	9.00	0.00	0.31	16.63	23.47	21.61
306.00	9.00	0.00	0.29	16.65	23.47	21.61
307.00	9.00	0.00	0.28	16.67	23.46	21.60
308.00	9.00	0.00	0.28	16.70	23.45	21.60
309.00	9.00	0.00	0.27	16.72	23.45	21.59
310.00	9.00	0.00	0.27	16.74	23.44	21.58
311.00	9.00	0.00	0.26	16.77	23.44	21.58
312.00	9.00	0.00	0.26	16.79	23.43	21.57
313.00	9.00	0.00	0.25	16.81	23.43	21.57
314.00	9.00	0.00	0.25	16.83	23.42	21.56
315.00	9.00	0.00	0.24	16.85	23.42	21.56
316.00	9.00	0.00	0.24	16.87	23.41	21.55
317.00	9.00	0.00	0.23	16.89	23.41	21.54
318.00	9.00	0.00	0.23	16.91	23.40	21.54
319.00	9.00	0.00	0.22	16.92	23.40	21.53
320.00	9.00	0.00	0.22	16.94	23.39	21.53
321.00	9.00	0.00	0.21	16.96	23.39	21.52
322.00	9.00	0.00	0.21	16.98	23.38	21.52
323.00	9.00	0.00	0.20	16.99	23.38	21.51
324.00	9.00	0.00	0.20	17.01	23.37	21.50
325.00	9.00	0.00	0.19	17.03	23.37	21.50
326.00	9.00	0.00	0.19	17.04	23.37	21.49
327.00	9.00	0.00	0.19	17.06	23.36	21.49
328.00	9.00	0.00	0.18	17.07	23.36	21.48
329.00	9.00	0.00	0.18	17.09	23.35	21.48
330.00	9.00	0.00	0.17	17.10	23.35	21.47
331.00	9.00	0.00	0.17	17.12	23.35	21.46
332.00	9.00	0.00	0.17	17.13	23.34	21.46
333.00	9.00	0.00	0.16	17.14	23.34	21.45
334.00	9.00	0.00	0.16	17.16	23.34	21.45
335.00	9.00	0.00	0.16	17.17	23.33	21.44
336.00	9.00	0.00	0.15	17.18	23.33	21.44
337.00	9.00	0.00	0.15	17.20	23.33	21.43
338.00	9.00	0.00	0.15	17.21	23.32	21.42
339.00	9.00	0.00	0.15	17.22	23.32	21.42
340.00	9.00	0.00	0.14	17.23	23.32	21.41
341.00	9.00	0.00	0.14	17.25	23.31	21.41
342.00	9.00	0.00	0.14	17.26	23.31	21.40
343.00	9.00	0.00	0.13	17.27	23.31	21.40
344.00	9.00	0.00	0.13	17.28	23.30	21.39
345.00	9.00	0.00	0.13	17.29	23.30	21.39
346.00	9.00	0.00	0.13	17.30	23.30	21.38
347.00	9.00	0.00	0.12	17.31	23.30	21.37
348.00	9.00	0.00	0.12	17.32	23.29	21.37
349.00	9.00	0.00	0.12	17.33	23.29	21.36
350.00	9.00	0.00	0.12	17.34	23.29	21.36
351.00	9.00	0.00	0.12	17.35	23.29	21.35
352.00	9.00	0.00	0.11	17.36	23.28	21.35
353.00	9.00	0.00	0.11	17.37	23.28	21.34
354.00	9.00	0.00	0.11	17.38	23.28	21.33
355.00	9.00	0.00	0.11	17.39	23.28	21.33
356.00	9.00	0.00	0.11	17.40	23.27	21.32
357.00	9.00	0.00	0.10	17.40	23.27	21.32

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
358.00	9.00	0.00	0.10	17.41	23.27	21.31
359.00	9.00	0.00	0.10	17.42	23.27	21.31
360.00	9.00	0.00	0.10	17.43	23.27	21.30

## STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	1.14	85.00	0.00	0.00

## BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Site	26.34	72.60	22.95	0.00

## BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Site	18.63	0.00	17.43	0.57	1.78	0.00

Project Name: Mallard Landing

Reviewer: jms

Project Number: 22-16

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

## Basin 1: Site

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 5 inches

Area: 44.93 acres

Ground Storage: 4.9 inches

Time of Concentration: 0.5 hours

Initial Stage: 22.8 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
22.80	0.00
23.20	1.52
23.60	3.08
24.00	4.67
24.40	6.31
24.80	8.06
25.20	10.11
25.60	12.49
26.00	15.17
26.40	18.18
26.80	21.49
27.20	25.12
27.60	29.25
28.00	34.29
28.40	41.02
28.80	50.25
29.20	61.34

## Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	21.30
24.00	22.00
72.00	23.80
96.00	22.80
360.00	21.30

## Structure: 1

From Basin: Site

To Basin: Offsitel

Structure Type: Gravity

Weir: None

Bleeder: Circular, Invert Elev = 23.05 ft NGVD, Diameter = 0.42 ft

Default Coefs: Weir Coef = 0.6, Orifice Coef = 0.6

Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	22.80	21.30
1.00	0.05	0.00	0.00	0.00	22.80	21.33
2.00	0.10	0.00	0.00	0.00	22.80	21.36
3.00	0.16	0.00	0.00	0.00	22.80	21.39
4.00	0.23	0.00	0.00	0.00	22.80	21.42
5.00	0.31	0.00	0.00	0.00	22.80	21.45
6.00	0.41	0.00	0.00	0.00	22.80	21.47
7.00	0.54	0.00	0.00	0.00	22.80	21.50



Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
8.00	0.68	0.00	0.00	0.00	22.80	21.53
9.00	0.86	0.00	0.00	0.00	22.80	21.56
10.00	1.07	0.10	0.00	0.00	22.80	21.59
11.00	1.35	1.17	0.00	0.00	22.81	21.62
12.00	3.28	41.13	0.00	0.00	23.07	21.65
13.00	3.84	16.40	0.41	0.02	23.64	21.68
14.00	4.09	8.11	0.52	0.06	23.86	21.71
15.00	4.25	4.97	0.57	0.11	23.98	21.74
16.00	4.40	4.48	0.60	0.16	24.06	21.77
17.00	4.49	2.93	0.62	0.21	24.12	21.80
18.00	4.58	2.74	0.63	0.26	24.16	21.83
19.00	4.67	2.74	0.65	0.31	24.21	21.85
20.00	4.76	2.76	0.66	0.37	24.25	21.88
21.00	4.82	1.98	0.67	0.42	24.28	21.91
22.00	4.88	1.89	0.68	0.48	24.30	21.94
23.00	4.94	1.88	0.69	0.53	24.33	21.97
24.00	5.00	1.89	0.70	0.59	24.35	22.00
25.00	5.00	0.26	0.70	0.65	24.36	22.04
26.00	5.00	0.03	0.69	0.71	24.34	22.08
27.00	5.00	0.00	0.69	0.76	24.33	22.11
28.00	5.00	0.00	0.69	0.82	24.32	22.15
29.00	5.00	0.00	0.68	0.88	24.30	22.19
30.00	5.00	0.00	0.68	0.93	24.29	22.23
31.00	5.00	0.00	0.67	0.99	24.28	22.26
32.00	5.00	0.00	0.67	1.04	24.26	22.30
33.00	5.00	0.00	0.66	1.10	24.25	22.34
34.00	5.00	0.00	0.66	1.15	24.23	22.38
35.00	5.00	0.00	0.65	1.21	24.22	22.41
36.00	5.00	0.00	0.65	1.26	24.21	22.45
37.00	5.00	0.00	0.65	1.32	24.20	22.49
38.00	5.00	0.00	0.64	1.37	24.18	22.52
39.00	5.00	0.00	0.64	1.42	24.17	22.56
40.00	5.00	0.00	0.63	1.47	24.16	22.60
41.00	5.00	0.00	0.63	1.53	24.14	22.64
42.00	5.00	0.00	0.62	1.58	24.13	22.67
43.00	5.00	0.00	0.62	1.63	24.12	22.71
44.00	5.00	0.00	0.61	1.68	24.11	22.75
45.00	5.00	0.00	0.61	1.73	24.09	22.79
46.00	5.00	0.00	0.60	1.78	24.08	22.82
47.00	5.00	0.00	0.60	1.83	24.07	22.86
48.00	5.00	0.00	0.60	1.88	24.06	22.90
49.00	5.00	0.00	0.59	1.93	24.05	22.94
50.00	5.00	0.00	0.59	1.98	24.03	22.98
51.00	5.00	0.00	0.58	2.03	24.02	23.01
52.00	5.00	0.00	0.58	2.07	24.01	23.05
53.00	5.00	0.00	0.57	2.12	24.00	23.09
54.00	5.00	0.00	0.57	2.17	23.99	23.12
55.00	5.00	0.00	0.56	2.21	23.98	23.16
56.00	5.00	0.00	0.56	2.26	23.96	23.20
57.00	5.00	0.00	0.55	2.31	23.95	23.24
58.00	5.00	0.00	0.54	2.35	23.94	23.27
59.00	5.00	0.00	0.52	2.40	23.93	23.31
60.00	5.00	0.00	0.50	2.44	23.92	23.35
61.00	5.00	0.00	0.48	2.48	23.91	23.39
62.00	5.00	0.00	0.46	2.52	23.90	23.42
63.00	5.00	0.00	0.44	2.55	23.89	23.46
64.00	5.00	0.00	0.41	2.59	23.88	23.50
65.00	5.00	0.00	0.39	2.62	23.87	23.54
66.00	5.00	0.00	0.36	2.65	23.86	23.57
67.00	5.00	0.00	0.33	2.68	23.86	23.61
68.00	5.00	0.00	0.30	2.71	23.85	23.65
69.00	5.00	0.00	0.26	2.73	23.84	23.69
70.00	5.00	0.00	0.23	2.75	23.84	23.72
71.00	5.00	0.00	0.18	2.77	23.84	23.76
72.00	5.00	0.00	0.12	2.78	23.83	23.80
73.00	5.00	0.00	0.18	2.79	23.83	23.76
74.00	5.00	0.00	0.22	2.81	23.83	23.72
75.00	5.00	0.00	0.25	2.83	23.82	23.67
76.00	5.00	0.00	0.28	2.85	23.81	23.63
77.00	5.00	0.00	0.31	2.88	23.81	23.59

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
78.00	5.00	0.00	0.33	2.90	23.80	23.55
79.00	5.00	0.00	0.36	2.93	23.79	23.51
80.00	5.00	0.00	0.38	2.96	23.79	23.47
81.00	5.00	0.00	0.40	2.99	23.78	23.42
82.00	5.00	0.00	0.42	3.03	23.77	23.38
83.00	5.00	0.00	0.43	3.06	23.76	23.34
84.00	5.00	0.00	0.45	3.10	23.75	23.30
85.00	5.00	0.00	0.46	3.14	23.74	23.26
86.00	5.00	0.00	0.46	3.18	23.73	23.22
87.00	5.00	0.00	0.45	3.21	23.72	23.17
88.00	5.00	0.00	0.45	3.25	23.71	23.13
89.00	5.00	0.00	0.45	3.29	23.71	23.09
90.00	5.00	0.00	0.44	3.32	23.70	23.05
91.00	5.00	0.00	0.44	3.36	23.69	23.01
92.00	5.00	0.00	0.43	3.40	23.68	22.97
93.00	5.00	0.00	0.43	3.43	23.67	22.92
94.00	5.00	0.00	0.42	3.47	23.66	22.88
95.00	5.00	0.00	0.42	3.50	23.65	22.84
96.00	5.00	0.00	0.41	3.54	23.64	22.80
97.00	5.00	0.00	0.41	3.57	23.63	22.79
98.00	5.00	0.00	0.40	3.60	23.63	22.79
99.00	5.00	0.00	0.40	3.64	23.62	22.78
100.00	5.00	0.00	0.39	3.67	23.61	22.78
101.00	5.00	0.00	0.39	3.70	23.60	22.77
102.00	5.00	0.00	0.38	3.73	23.59	22.77
103.00	5.00	0.00	0.38	3.76	23.58	22.76
104.00	5.00	0.00	0.38	3.80	23.58	22.75
105.00	5.00	0.00	0.37	3.83	23.57	22.75
106.00	5.00	0.00	0.37	3.86	23.56	22.74
107.00	5.00	0.00	0.36	3.89	23.55	22.74
108.00	5.00	0.00	0.36	3.92	23.55	22.73
109.00	5.00	0.00	0.35	3.95	23.54	22.73
110.00	5.00	0.00	0.35	3.97	23.53	22.72
111.00	5.00	0.00	0.34	4.00	23.52	22.71
112.00	5.00	0.00	0.34	4.03	23.52	22.71
113.00	5.00	0.00	0.33	4.06	23.51	22.70
114.00	5.00	0.00	0.33	4.09	23.50	22.70
115.00	5.00	0.00	0.32	4.11	23.50	22.69
116.00	5.00	0.00	0.32	4.14	23.49	22.69
117.00	5.00	0.00	0.31	4.17	23.48	22.68
118.00	5.00	0.00	0.31	4.19	23.48	22.67
119.00	5.00	0.00	0.29	4.22	23.47	22.67
120.00	5.00	0.00	0.29	4.24	23.46	22.66
121.00	5.00	0.00	0.28	4.26	23.46	22.66
122.00	5.00	0.00	0.28	4.29	23.45	22.65
123.00	5.00	0.00	0.27	4.31	23.44	22.65
124.00	5.00	0.00	0.26	4.33	23.44	22.64
125.00	5.00	0.00	0.26	4.35	23.43	22.64
126.00	5.00	0.00	0.25	4.37	23.43	22.63
127.00	5.00	0.00	0.25	4.39	23.42	22.62
128.00	5.00	0.00	0.24	4.41	23.42	22.62
129.00	5.00	0.00	0.24	4.43	23.41	22.61
130.00	5.00	0.00	0.23	4.45	23.41	22.61
131.00	5.00	0.00	0.23	4.47	23.40	22.60
132.00	5.00	0.00	0.22	4.49	23.40	22.60
133.00	5.00	0.00	0.22	4.51	23.39	22.59
134.00	5.00	0.00	0.21	4.53	23.39	22.58
135.00	5.00	0.00	0.21	4.55	23.38	22.58
136.00	5.00	0.00	0.20	4.56	23.38	22.57
137.00	5.00	0.00	0.20	4.58	23.38	22.57
138.00	5.00	0.00	0.20	4.60	23.37	22.56
139.00	5.00	0.00	0.19	4.61	23.37	22.56
140.00	5.00	0.00	0.19	4.63	23.36	22.55
141.00	5.00	0.00	0.18	4.64	23.36	22.54
142.00	5.00	0.00	0.18	4.66	23.36	22.54
143.00	5.00	0.00	0.18	4.67	23.35	22.53
144.00	5.00	0.00	0.17	4.69	23.35	22.53
145.00	5.00	0.00	0.17	4.70	23.34	22.52
146.00	5.00	0.00	0.17	4.71	23.34	22.52
147.00	5.00	0.00	0.16	4.73	23.34	22.51

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
148.00	5.00	0.00	0.16	4.74	23.33	22.50
149.00	5.00	0.00	0.16	4.75	23.33	22.50
150.00	5.00	0.00	0.15	4.77	23.33	22.49
151.00	5.00	0.00	0.15	4.78	23.32	22.49
152.00	5.00	0.00	0.15	4.79	23.32	22.48
153.00	5.00	0.00	0.14	4.80	23.32	22.48
154.00	5.00	0.00	0.14	4.82	23.31	22.47
155.00	5.00	0.00	0.14	4.83	23.31	22.46
156.00	5.00	0.00	0.14	4.84	23.31	22.46
157.00	5.00	0.00	0.13	4.85	23.31	22.45
158.00	5.00	0.00	0.13	4.86	23.30	22.45
159.00	5.00	0.00	0.13	4.87	23.30	22.44
160.00	5.00	0.00	0.13	4.88	23.30	22.44
161.00	5.00	0.00	0.12	4.89	23.30	22.43
162.00	5.00	0.00	0.12	4.90	23.29	22.42
163.00	5.00	0.00	0.12	4.91	23.29	22.42
164.00	5.00	0.00	0.12	4.92	23.29	22.41
165.00	5.00	0.00	0.11	4.93	23.29	22.41
166.00	5.00	0.00	0.11	4.94	23.28	22.40
167.00	5.00	0.00	0.11	4.95	23.28	22.40
168.00	5.00	0.00	0.11	4.96	23.28	22.39
169.00	5.00	0.00	0.11	4.97	23.28	22.39
170.00	5.00	0.00	0.10	4.98	23.27	22.38
171.00	5.00	0.00	0.10	4.98	23.27	22.37
172.00	5.00	0.00	0.10	4.99	23.27	22.37
173.00	5.00	0.00	0.10	5.00	23.27	22.36
174.00	5.00	0.00	0.10	5.01	23.26	22.36
175.00	5.00	0.00	0.10	5.02	23.26	22.35
176.00	5.00	0.00	0.09	5.03	23.26	22.35
177.00	5.00	0.00	0.09	5.03	23.26	22.34
178.00	5.00	0.00	0.09	5.04	23.26	22.33
179.00	5.00	0.00	0.09	5.05	23.26	22.33
180.00	5.00	0.00	0.09	5.06	23.25	22.32
181.00	5.00	0.00	0.09	5.06	23.25	22.32
182.00	5.00	0.00	0.08	5.07	23.25	22.31
183.00	5.00	0.00	0.08	5.08	23.25	22.31
184.00	5.00	0.00	0.08	5.08	23.25	22.30
185.00	5.00	0.00	0.08	5.09	23.24	22.29
186.00	5.00	0.00	0.08	5.10	23.24	22.29
187.00	5.00	0.00	0.08	5.10	23.24	22.28
188.00	5.00	0.00	0.08	5.11	23.24	22.28
189.00	5.00	0.00	0.08	5.12	23.24	22.27
190.00	5.00	0.00	0.07	5.12	23.24	22.27
191.00	5.00	0.00	0.07	5.13	23.23	22.26
192.00	5.00	0.00	0.07	5.13	23.23	22.25
193.00	5.00	0.00	0.07	5.14	23.23	22.25
194.00	5.00	0.00	0.07	5.15	23.23	22.24
195.00	5.00	0.00	0.07	5.15	23.23	22.24
196.00	5.00	0.00	0.07	5.16	23.23	22.23
197.00	5.00	0.00	0.07	5.16	23.23	22.23
198.00	5.00	0.00	0.07	5.17	23.22	22.22
199.00	5.00	0.00	0.07	5.17	23.22	22.21
200.00	5.00	0.00	0.06	5.18	23.22	22.21
201.00	5.00	0.00	0.06	5.18	23.22	22.20
202.00	5.00	0.00	0.06	5.19	23.22	22.20
203.00	5.00	0.00	0.06	5.19	23.22	22.19
204.00	5.00	0.00	0.06	5.20	23.22	22.19
205.00	5.00	0.00	0.06	5.20	23.21	22.18
206.00	5.00	0.00	0.06	5.21	23.21	22.17
207.00	5.00	0.00	0.06	5.21	23.21	22.17
208.00	5.00	0.00	0.06	5.22	23.21	22.16
209.00	5.00	0.00	0.06	5.22	23.21	22.16
210.00	5.00	0.00	0.06	5.23	23.21	22.15
211.00	5.00	0.00	0.05	5.23	23.21	22.15
212.00	5.00	0.00	0.05	5.24	23.21	22.14
213.00	5.00	0.00	0.05	5.24	23.21	22.14
214.00	5.00	0.00	0.05	5.25	23.20	22.13
215.00	5.00	0.00	0.05	5.25	23.20	22.12
216.00	5.00	0.00	0.05	5.25	23.20	22.12
217.00	5.00	0.00	0.05	5.26	23.20	22.11

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
218.00	5.00	0.00	0.05	5.26	23.20	22.11
219.00	5.00	0.00	0.05	5.27	23.20	22.10
220.00	5.00	0.00	0.05	5.27	23.20	22.10
221.00	5.00	0.00	0.05	5.27	23.20	22.09
222.00	5.00	0.00	0.05	5.28	23.20	22.08
223.00	5.00	0.00	0.05	5.28	23.19	22.08
224.00	5.00	0.00	0.05	5.29	23.19	22.07
225.00	5.00	0.00	0.05	5.29	23.19	22.07
226.00	5.00	0.00	0.04	5.29	23.19	22.06
227.00	5.00	0.00	0.04	5.30	23.19	22.06
228.00	5.00	0.00	0.04	5.30	23.19	22.05
229.00	5.00	0.00	0.04	5.30	23.19	22.04
230.00	5.00	0.00	0.04	5.31	23.19	22.04
231.00	5.00	0.00	0.04	5.31	23.19	22.03
232.00	5.00	0.00	0.04	5.32	23.19	22.03
233.00	5.00	0.00	0.04	5.32	23.19	22.02
234.00	5.00	0.00	0.04	5.32	23.18	22.02
235.00	5.00	0.00	0.04	5.33	23.18	22.01
236.00	5.00	0.00	0.04	5.33	23.18	22.00
237.00	5.00	0.00	0.04	5.33	23.18	22.00
238.00	5.00	0.00	0.04	5.34	23.18	21.99
239.00	5.00	0.00	0.04	5.34	23.18	21.99
240.00	5.00	0.00	0.04	5.34	23.18	21.98
241.00	5.00	0.00	0.04	5.34	23.18	21.98
242.00	5.00	0.00	0.04	5.35	23.18	21.97
243.00	5.00	0.00	0.04	5.35	23.18	21.96
244.00	5.00	0.00	0.04	5.35	23.18	21.96
245.00	5.00	0.00	0.04	5.36	23.18	21.95
246.00	5.00	0.00	0.03	5.36	23.17	21.95
247.00	5.00	0.00	0.03	5.36	23.17	21.94
248.00	5.00	0.00	0.03	5.37	23.17	21.94
249.00	5.00	0.00	0.03	5.37	23.17	21.93
250.00	5.00	0.00	0.03	5.37	23.17	21.92
251.00	5.00	0.00	0.03	5.37	23.17	21.92
252.00	5.00	0.00	0.03	5.38	23.17	21.91
253.00	5.00	0.00	0.03	5.38	23.17	21.91
254.00	5.00	0.00	0.03	5.38	23.17	21.90
255.00	5.00	0.00	0.03	5.38	23.17	21.90
256.00	5.00	0.00	0.03	5.39	23.17	21.89
257.00	5.00	0.00	0.03	5.39	23.17	21.89
258.00	5.00	0.00	0.03	5.39	23.17	21.88
259.00	5.00	0.00	0.03	5.39	23.17	21.87
260.00	5.00	0.00	0.03	5.40	23.16	21.87
261.00	5.00	0.00	0.03	5.40	23.16	21.86
262.00	5.00	0.00	0.03	5.40	23.16	21.86
263.00	5.00	0.00	0.03	5.40	23.16	21.85
264.00	5.00	0.00	0.03	5.41	23.16	21.85
265.00	5.00	0.00	0.03	5.41	23.16	21.84
266.00	5.00	0.00	0.03	5.41	23.16	21.83
267.00	5.00	0.00	0.03	5.41	23.16	21.83
268.00	5.00	0.00	0.03	5.42	23.16	21.82
269.00	5.00	0.00	0.03	5.42	23.16	21.82
270.00	5.00	0.00	0.03	5.42	23.16	21.81
271.00	5.00	0.00	0.03	5.42	23.16	21.81
272.00	5.00	0.00	0.03	5.42	23.16	21.80
273.00	5.00	0.00	0.03	5.43	23.16	21.79
274.00	5.00	0.00	0.03	5.43	23.16	21.79
275.00	5.00	0.00	0.03	5.43	23.16	21.78
276.00	5.00	0.00	0.03	5.43	23.16	21.78
277.00	5.00	0.00	0.02	5.44	23.15	21.77
278.00	5.00	0.00	0.02	5.44	23.15	21.77
279.00	5.00	0.00	0.02	5.44	23.15	21.76
280.00	5.00	0.00	0.02	5.44	23.15	21.75
281.00	5.00	0.00	0.02	5.44	23.15	21.75
282.00	5.00	0.00	0.02	5.45	23.15	21.74
283.00	5.00	0.00	0.02	5.45	23.15	21.74
284.00	5.00	0.00	0.02	5.45	23.15	21.73
285.00	5.00	0.00	0.02	5.45	23.15	21.73
286.00	5.00	0.00	0.02	5.45	23.15	21.72
287.00	5.00	0.00	0.02	5.45	23.15	21.71

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
288.00	5.00	0.00	0.02	5.46	23.15	21.71
289.00	5.00	0.00	0.02	5.46	23.15	21.70
290.00	5.00	0.00	0.02	5.46	23.15	21.70
291.00	5.00	0.00	0.02	5.46	23.15	21.69
292.00	5.00	0.00	0.02	5.46	23.15	21.69
293.00	5.00	0.00	0.02	5.47	23.15	21.68
294.00	5.00	0.00	0.02	5.47	23.15	21.67
295.00	5.00	0.00	0.02	5.47	23.15	21.67
296.00	5.00	0.00	0.02	5.47	23.15	21.66
297.00	5.00	0.00	0.02	5.47	23.14	21.66
298.00	5.00	0.00	0.02	5.47	23.14	21.65
299.00	5.00	0.00	0.02	5.48	23.14	21.65
300.00	5.00	0.00	0.02	5.48	23.14	21.64
301.00	5.00	0.00	0.02	5.48	23.14	21.64
302.00	5.00	0.00	0.02	5.48	23.14	21.63
303.00	5.00	0.00	0.02	5.48	23.14	21.62
304.00	5.00	0.00	0.02	5.48	23.14	21.62
305.00	5.00	0.00	0.02	5.49	23.14	21.61
306.00	5.00	0.00	0.02	5.49	23.14	21.61
307.00	5.00	0.00	0.02	5.49	23.14	21.60
308.00	5.00	0.00	0.02	5.49	23.14	21.60
309.00	5.00	0.00	0.02	5.49	23.14	21.59
310.00	5.00	0.00	0.02	5.49	23.14	21.58
311.00	5.00	0.00	0.02	5.50	23.14	21.58
312.00	5.00	0.00	0.02	5.50	23.14	21.57
313.00	5.00	0.00	0.02	5.50	23.14	21.57
314.00	5.00	0.00	0.02	5.50	23.14	21.56
315.00	5.00	0.00	0.02	5.50	23.14	21.56
316.00	5.00	0.00	0.02	5.50	23.14	21.55
317.00	5.00	0.00	0.02	5.50	23.14	21.54
318.00	5.00	0.00	0.02	5.51	23.14	21.54
319.00	5.00	0.00	0.02	5.51	23.14	21.53
320.00	5.00	0.00	0.02	5.51	23.14	21.53
321.00	5.00	0.00	0.02	5.51	23.13	21.52
322.00	5.00	0.00	0.02	5.51	23.13	21.52
323.00	5.00	0.00	0.02	5.51	23.13	21.51
324.00	5.00	0.00	0.02	5.51	23.13	21.50
325.00	5.00	0.00	0.02	5.51	23.13	21.50
326.00	5.00	0.00	0.02	5.52	23.13	21.49
327.00	5.00	0.00	0.02	5.52	23.13	21.49
328.00	5.00	0.00	0.02	5.52	23.13	21.48
329.00	5.00	0.00	0.02	5.52	23.13	21.48
330.00	5.00	0.00	0.02	5.52	23.13	21.47
331.00	5.00	0.00	0.02	5.52	23.13	21.46
332.00	5.00	0.00	0.02	5.52	23.13	21.46
333.00	5.00	0.00	0.02	5.53	23.13	21.45
334.00	5.00	0.00	0.02	5.53	23.13	21.45
335.00	5.00	0.00	0.01	5.53	23.13	21.44
336.00	5.00	0.00	0.01	5.53	23.13	21.44
337.00	5.00	0.00	0.01	5.53	23.13	21.43
338.00	5.00	0.00	0.01	5.53	23.13	21.42
339.00	5.00	0.00	0.01	5.53	23.13	21.42
340.00	5.00	0.00	0.01	5.53	23.13	21.41
341.00	5.00	0.00	0.01	5.54	23.13	21.41
342.00	5.00	0.00	0.01	5.54	23.13	21.40
343.00	5.00	0.00	0.01	5.54	23.13	21.40
344.00	5.00	0.00	0.01	5.54	23.13	21.39
345.00	5.00	0.00	0.01	5.54	23.13	21.39
346.00	5.00	0.00	0.01	5.54	23.13	21.38
347.00	5.00	0.00	0.01	5.54	23.13	21.37
348.00	5.00	0.00	0.01	5.54	23.13	21.37
349.00	5.00	0.00	0.01	5.54	23.13	21.36
350.00	5.00	0.00	0.01	5.55	23.13	21.36
351.00	5.00	0.00	0.01	5.55	23.13	21.35
352.00	5.00	0.00	0.01	5.55	23.12	21.35
353.00	5.00	0.00	0.01	5.55	23.12	21.34
354.00	5.00	0.00	0.01	5.55	23.12	21.33
355.00	5.00	0.00	0.01	5.55	23.12	21.33
356.00	5.00	0.00	0.01	5.55	23.12	21.32
357.00	5.00	0.00	0.01	5.55	23.12	21.32

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
358.00	5.00	0.00	0.01	5.55	23.12	21.31
359.00	5.00	0.00	0.01	5.56	23.12	21.31
360.00	5.00	0.00	0.01	5.56	23.12	21.30

## STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.70	24.60	0.00	0.00

## BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Site	24.36	24.60	22.80	0.00

## BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Site	6.78	0.00	5.56	0.00	1.23	0.00

Project Name: Mallard Landing

Reviewer: jms

Project Number: 22-16

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 10 inches

Area: 44.93 acres

Ground Storage: 4.9 inches

Time of Concentration: 0.5 hours

Initial Stage: 22.8 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
22.80	0.00
23.20	1.52
23.60	3.08
24.00	4.67
24.40	6.31
24.80	8.06
25.20	10.11
25.60	12.49
26.00	15.17
26.40	18.18
26.80	21.49
27.20	25.12
27.60	29.25
28.00	34.29
28.40	41.02
28.80	50.25
29.20	61.34

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	21.30
24.00	22.00
72.00	23.80
96.00	22.80
360.00	21.30

Structure: 1

From Basin: Site

To Basin: Offsitel

Structure Type: Gravity

Weir: None

Bleeder: None

Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	22.80	21.30
1.00	0.04	0.00	0.00	0.00	22.80	21.33
2.00	0.09	0.00	0.00	0.00	22.80	21.36
3.00	0.13	0.00	0.00	0.00	22.80	21.39
4.00	0.18	0.00	0.00	0.00	22.80	21.42
5.00	0.22	0.00	0.00	0.00	22.80	21.45
6.00	0.27	0.00	0.00	0.00	22.80	21.47
7.00	0.31	0.00	0.00	0.00	22.80	21.50
8.00	0.36	0.00	0.00	0.00	22.80	21.53

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
9.00	0.40	0.00	0.00	0.00	22.80	21.56
10.00	0.45	0.00	0.00	0.00	22.80	21.59
11.00	0.49	0.00	0.00	0.00	22.80	21.62
12.00	0.54	0.00	0.00	0.00	22.80	21.65
13.00	0.58	0.00	0.00	0.00	22.80	21.68
14.00	0.63	0.00	0.00	0.00	22.80	21.71
15.00	0.67	0.00	0.00	0.00	22.80	21.74
16.00	0.72	0.00	0.00	0.00	22.80	21.77
17.00	0.76	0.00	0.00	0.00	22.80	21.80
18.00	0.81	0.00	0.00	0.00	22.80	21.83
19.00	0.85	0.00	0.00	0.00	22.80	21.85
20.00	0.90	0.00	0.00	0.00	22.80	21.88
21.00	0.94	0.00	0.00	0.00	22.80	21.91
22.00	0.98	0.00	0.00	0.00	22.80	21.94
23.00	1.03	0.02	0.00	0.00	22.80	21.97
24.00	1.07	0.06	0.00	0.00	22.80	22.00
25.00	1.14	0.14	0.00	0.00	22.80	22.04
26.00	1.20	0.22	0.00	0.00	22.81	22.08
27.00	1.27	0.29	0.00	0.00	22.81	22.11
28.00	1.34	0.35	0.00	0.00	22.82	22.15
29.00	1.40	0.42	0.00	0.00	22.83	22.19
30.00	1.47	0.48	0.00	0.00	22.84	22.23
31.00	1.53	0.54	0.00	0.00	22.85	22.26
32.00	1.60	0.60	0.00	0.00	22.86	22.30
33.00	1.66	0.65	0.00	0.00	22.87	22.34
34.00	1.73	0.70	0.00	0.00	22.89	22.38
35.00	1.79	0.76	0.00	0.00	22.91	22.41
36.00	1.86	0.81	0.00	0.00	22.92	22.45
37.00	1.92	0.85	0.00	0.00	22.94	22.49
38.00	1.99	0.90	0.00	0.00	22.96	22.52
39.00	2.05	0.95	0.00	0.00	22.98	22.56
40.00	2.12	0.99	0.00	0.00	23.00	22.60
41.00	2.18	1.03	0.00	0.00	23.02	22.64
42.00	2.25	1.07	0.00	0.00	23.05	22.67
43.00	2.32	1.11	0.00	0.00	23.07	22.71
44.00	2.38	1.15	0.00	0.00	23.09	22.75
45.00	2.45	1.19	0.00	0.00	23.12	22.79
46.00	2.51	1.22	0.00	0.00	23.15	22.82
47.00	2.58	1.26	0.00	0.00	23.17	22.86
48.00	2.64	1.29	0.00	0.00	23.20	22.90
49.00	2.72	1.47	0.00	0.00	23.23	22.94
50.00	2.79	1.53	0.00	0.00	23.26	22.98
51.00	2.88	1.85	0.00	0.00	23.30	23.01
52.00	2.97	2.15	0.00	0.00	23.34	23.05
53.00	3.10	2.84	0.00	0.00	23.39	23.09
54.00	3.25	3.63	0.00	0.00	23.46	23.12
55.00	3.44	4.51	0.00	0.00	23.55	23.16
56.00	3.65	5.47	0.00	0.00	23.65	23.20
57.00	3.90	6.75	0.00	0.00	23.78	23.24
58.00	4.21	8.66	0.00	0.00	23.94	23.27
59.00	4.62	12.48	0.00	0.00	24.15	23.31
60.00	7.47	115.53	0.00	0.00	24.98	23.35
61.00	8.29	38.48	0.00	0.00	25.94	23.39
62.00	8.66	17.09	0.00	0.00	26.22	23.42
63.00	8.90	9.95	0.00	0.00	26.36	23.46
64.00	9.12	8.76	0.00	0.00	26.46	23.50
65.00	9.25	5.65	0.00	0.00	26.52	23.54
66.00	9.38	5.24	0.00	0.00	26.58	23.57
67.00	9.51	5.20	0.00	0.00	26.63	23.61
68.00	9.65	5.21	0.00	0.00	26.68	23.65
69.00	9.74	3.72	0.00	0.00	26.72	23.69
70.00	9.82	3.52	0.00	0.00	26.76	23.72
71.00	9.91	3.50	0.00	0.00	26.79	23.76
72.00	10.00	3.50	0.00	0.00	26.83	23.80
73.00	10.00	0.47	0.00	0.00	26.84	23.76
74.00	10.00	0.06	0.00	0.00	26.84	23.72
75.00	10.00	0.01	0.00	0.00	26.84	23.67
76.00	10.00	0.00	0.00	0.00	26.84	23.63
77.00	10.00	0.00	0.00	0.00	26.84	23.59
78.00	10.00	0.00	0.00	0.00	26.84	23.55



Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
79.00	10.00	0.00	0.00	0.00	26.84	23.51
80.00	10.00	0.00	0.00	0.00	26.84	23.47
81.00	10.00	0.00	0.00	0.00	26.84	23.42
82.00	10.00	0.00	0.00	0.00	26.84	23.38
83.00	10.00	0.00	0.00	0.00	26.84	23.34
84.00	10.00	0.00	0.00	0.00	26.84	23.30
85.00	10.00	0.00	0.00	0.00	26.84	23.26
86.00	10.00	0.00	0.00	0.00	26.84	23.22
87.00	10.00	0.00	0.00	0.00	26.84	23.17
88.00	10.00	0.00	0.00	0.00	26.84	23.13
89.00	10.00	0.00	0.00	0.00	26.84	23.09
90.00	10.00	0.00	0.00	0.00	26.84	23.05
91.00	10.00	0.00	0.00	0.00	26.84	23.01
92.00	10.00	0.00	0.00	0.00	26.84	22.97
93.00	10.00	0.00	0.00	0.00	26.84	22.92
94.00	10.00	0.00	0.00	0.00	26.84	22.88
95.00	10.00	0.00	0.00	0.00	26.84	22.84
96.00	10.00	0.00	0.00	0.00	26.84	22.80
97.00	10.00	0.00	0.00	0.00	26.84	22.79
98.00	10.00	0.00	0.00	0.00	26.84	22.79
99.00	10.00	0.00	0.00	0.00	26.84	22.78
100.00	10.00	0.00	0.00	0.00	26.84	22.78
101.00	10.00	0.00	0.00	0.00	26.84	22.77
102.00	10.00	0.00	0.00	0.00	26.84	22.77
103.00	10.00	0.00	0.00	0.00	26.84	22.76
104.00	10.00	0.00	0.00	0.00	26.84	22.75
105.00	10.00	0.00	0.00	0.00	26.84	22.75
106.00	10.00	0.00	0.00	0.00	26.84	22.74
107.00	10.00	0.00	0.00	0.00	26.84	22.74
108.00	10.00	0.00	0.00	0.00	26.84	22.73
109.00	10.00	0.00	0.00	0.00	26.84	22.73
110.00	10.00	0.00	0.00	0.00	26.84	22.72
111.00	10.00	0.00	0.00	0.00	26.84	22.71
112.00	10.00	0.00	0.00	0.00	26.84	22.71
113.00	10.00	0.00	0.00	0.00	26.84	22.70
114.00	10.00	0.00	0.00	0.00	26.84	22.70
115.00	10.00	0.00	0.00	0.00	26.84	22.69
116.00	10.00	0.00	0.00	0.00	26.84	22.69
117.00	10.00	0.00	0.00	0.00	26.84	22.68
118.00	10.00	0.00	0.00	0.00	26.84	22.67
119.00	10.00	0.00	0.00	0.00	26.84	22.67
120.00	10.00	0.00	0.00	0.00	26.84	22.66
121.00	10.00	0.00	0.00	0.00	26.84	22.66
122.00	10.00	0.00	0.00	0.00	26.84	22.65
123.00	10.00	0.00	0.00	0.00	26.84	22.65
124.00	10.00	0.00	0.00	0.00	26.84	22.64
125.00	10.00	0.00	0.00	0.00	26.84	22.64
126.00	10.00	0.00	0.00	0.00	26.84	22.63
127.00	10.00	0.00	0.00	0.00	26.84	22.62
128.00	10.00	0.00	0.00	0.00	26.84	22.62
129.00	10.00	0.00	0.00	0.00	26.84	22.61
130.00	10.00	0.00	0.00	0.00	26.84	22.61
131.00	10.00	0.00	0.00	0.00	26.84	22.60
132.00	10.00	0.00	0.00	0.00	26.84	22.60
133.00	10.00	0.00	0.00	0.00	26.84	22.59
134.00	10.00	0.00	0.00	0.00	26.84	22.58
135.00	10.00	0.00	0.00	0.00	26.84	22.58
136.00	10.00	0.00	0.00	0.00	26.84	22.57
137.00	10.00	0.00	0.00	0.00	26.84	22.57
138.00	10.00	0.00	0.00	0.00	26.84	22.56
139.00	10.00	0.00	0.00	0.00	26.84	22.56
140.00	10.00	0.00	0.00	0.00	26.84	22.55
141.00	10.00	0.00	0.00	0.00	26.84	22.54
142.00	10.00	0.00	0.00	0.00	26.84	22.54
143.00	10.00	0.00	0.00	0.00	26.84	22.53
144.00	10.00	0.00	0.00	0.00	26.84	22.53
145.00	10.00	0.00	0.00	0.00	26.84	22.52
146.00	10.00	0.00	0.00	0.00	26.84	22.52
147.00	10.00	0.00	0.00	0.00	26.84	22.51
148.00	10.00	0.00	0.00	0.00	26.84	22.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
149.00	10.00	0.00	0.00	0.00	26.84	22.50
150.00	10.00	0.00	0.00	0.00	26.84	22.49
151.00	10.00	0.00	0.00	0.00	26.84	22.49
152.00	10.00	0.00	0.00	0.00	26.84	22.48
153.00	10.00	0.00	0.00	0.00	26.84	22.48
154.00	10.00	0.00	0.00	0.00	26.84	22.47
155.00	10.00	0.00	0.00	0.00	26.84	22.46
156.00	10.00	0.00	0.00	0.00	26.84	22.46
157.00	10.00	0.00	0.00	0.00	26.84	22.45
158.00	10.00	0.00	0.00	0.00	26.84	22.45
159.00	10.00	0.00	0.00	0.00	26.84	22.44
160.00	10.00	0.00	0.00	0.00	26.84	22.44
161.00	10.00	0.00	0.00	0.00	26.84	22.43
162.00	10.00	0.00	0.00	0.00	26.84	22.42
163.00	10.00	0.00	0.00	0.00	26.84	22.42
164.00	10.00	0.00	0.00	0.00	26.84	22.41
165.00	10.00	0.00	0.00	0.00	26.84	22.41
166.00	10.00	0.00	0.00	0.00	26.84	22.40
167.00	10.00	0.00	0.00	0.00	26.84	22.40
168.00	10.00	0.00	0.00	0.00	26.84	22.39
169.00	10.00	0.00	0.00	0.00	26.84	22.39
170.00	10.00	0.00	0.00	0.00	26.84	22.38
171.00	10.00	0.00	0.00	0.00	26.84	22.37
172.00	10.00	0.00	0.00	0.00	26.84	22.37
173.00	10.00	0.00	0.00	0.00	26.84	22.36
174.00	10.00	0.00	0.00	0.00	26.84	22.36
175.00	10.00	0.00	0.00	0.00	26.84	22.35
176.00	10.00	0.00	0.00	0.00	26.84	22.35
177.00	10.00	0.00	0.00	0.00	26.84	22.34
178.00	10.00	0.00	0.00	0.00	26.84	22.33
179.00	10.00	0.00	0.00	0.00	26.84	22.33
180.00	10.00	0.00	0.00	0.00	26.84	22.32
181.00	10.00	0.00	0.00	0.00	26.84	22.32
182.00	10.00	0.00	0.00	0.00	26.84	22.31
183.00	10.00	0.00	0.00	0.00	26.84	22.31
184.00	10.00	0.00	0.00	0.00	26.84	22.30
185.00	10.00	0.00	0.00	0.00	26.84	22.29
186.00	10.00	0.00	0.00	0.00	26.84	22.29
187.00	10.00	0.00	0.00	0.00	26.84	22.28
188.00	10.00	0.00	0.00	0.00	26.84	22.28
189.00	10.00	0.00	0.00	0.00	26.84	22.27
190.00	10.00	0.00	0.00	0.00	26.84	22.27
191.00	10.00	0.00	0.00	0.00	26.84	22.26
192.00	10.00	0.00	0.00	0.00	26.84	22.25
193.00	10.00	0.00	0.00	0.00	26.84	22.25
194.00	10.00	0.00	0.00	0.00	26.84	22.24
195.00	10.00	0.00	0.00	0.00	26.84	22.24
196.00	10.00	0.00	0.00	0.00	26.84	22.23
197.00	10.00	0.00	0.00	0.00	26.84	22.23
198.00	10.00	0.00	0.00	0.00	26.84	22.22
199.00	10.00	0.00	0.00	0.00	26.84	22.21
200.00	10.00	0.00	0.00	0.00	26.84	22.21
201.00	10.00	0.00	0.00	0.00	26.84	22.20
202.00	10.00	0.00	0.00	0.00	26.84	22.20
203.00	10.00	0.00	0.00	0.00	26.84	22.19
204.00	10.00	0.00	0.00	0.00	26.84	22.19
205.00	10.00	0.00	0.00	0.00	26.84	22.18
206.00	10.00	0.00	0.00	0.00	26.84	22.17
207.00	10.00	0.00	0.00	0.00	26.84	22.17
208.00	10.00	0.00	0.00	0.00	26.84	22.16
209.00	10.00	0.00	0.00	0.00	26.84	22.16
210.00	10.00	0.00	0.00	0.00	26.84	22.15
211.00	10.00	0.00	0.00	0.00	26.84	22.15
212.00	10.00	0.00	0.00	0.00	26.84	22.14
213.00	10.00	0.00	0.00	0.00	26.84	22.14
214.00	10.00	0.00	0.00	0.00	26.84	22.13
215.00	10.00	0.00	0.00	0.00	26.84	22.12
216.00	10.00	0.00	0.00	0.00	26.84	22.12
217.00	10.00	0.00	0.00	0.00	26.84	22.11
218.00	10.00	0.00	0.00	0.00	26.84	22.11

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
219.00	10.00	0.00	0.00	0.00	26.84	22.10
220.00	10.00	0.00	0.00	0.00	26.84	22.10
221.00	10.00	0.00	0.00	0.00	26.84	22.09
222.00	10.00	0.00	0.00	0.00	26.84	22.08
223.00	10.00	0.00	0.00	0.00	26.84	22.08
224.00	10.00	0.00	0.00	0.00	26.84	22.07
225.00	10.00	0.00	0.00	0.00	26.84	22.07
226.00	10.00	0.00	0.00	0.00	26.84	22.06
227.00	10.00	0.00	0.00	0.00	26.84	22.06
228.00	10.00	0.00	0.00	0.00	26.84	22.05
229.00	10.00	0.00	0.00	0.00	26.84	22.04
230.00	10.00	0.00	0.00	0.00	26.84	22.04
231.00	10.00	0.00	0.00	0.00	26.84	22.03
232.00	10.00	0.00	0.00	0.00	26.84	22.03
233.00	10.00	0.00	0.00	0.00	26.84	22.02
234.00	10.00	0.00	0.00	0.00	26.84	22.02
235.00	10.00	0.00	0.00	0.00	26.84	22.01
236.00	10.00	0.00	0.00	0.00	26.84	22.00
237.00	10.00	0.00	0.00	0.00	26.84	22.00
238.00	10.00	0.00	0.00	0.00	26.84	21.99
239.00	10.00	0.00	0.00	0.00	26.84	21.99
240.00	10.00	0.00	0.00	0.00	26.84	21.98
241.00	10.00	0.00	0.00	0.00	26.84	21.98
242.00	10.00	0.00	0.00	0.00	26.84	21.97
243.00	10.00	0.00	0.00	0.00	26.84	21.96
244.00	10.00	0.00	0.00	0.00	26.84	21.96
245.00	10.00	0.00	0.00	0.00	26.84	21.95
246.00	10.00	0.00	0.00	0.00	26.84	21.95
247.00	10.00	0.00	0.00	0.00	26.84	21.94
248.00	10.00	0.00	0.00	0.00	26.84	21.94
249.00	10.00	0.00	0.00	0.00	26.84	21.93
250.00	10.00	0.00	0.00	0.00	26.84	21.92
251.00	10.00	0.00	0.00	0.00	26.84	21.92
252.00	10.00	0.00	0.00	0.00	26.84	21.91
253.00	10.00	0.00	0.00	0.00	26.84	21.91
254.00	10.00	0.00	0.00	0.00	26.84	21.90
255.00	10.00	0.00	0.00	0.00	26.84	21.90
256.00	10.00	0.00	0.00	0.00	26.84	21.89
257.00	10.00	0.00	0.00	0.00	26.84	21.89
258.00	10.00	0.00	0.00	0.00	26.84	21.88
259.00	10.00	0.00	0.00	0.00	26.84	21.87
260.00	10.00	0.00	0.00	0.00	26.84	21.87
261.00	10.00	0.00	0.00	0.00	26.84	21.86
262.00	10.00	0.00	0.00	0.00	26.84	21.86
263.00	10.00	0.00	0.00	0.00	26.84	21.85
264.00	10.00	0.00	0.00	0.00	26.84	21.85
265.00	10.00	0.00	0.00	0.00	26.84	21.84
266.00	10.00	0.00	0.00	0.00	26.84	21.83
267.00	10.00	0.00	0.00	0.00	26.84	21.83
268.00	10.00	0.00	0.00	0.00	26.84	21.82
269.00	10.00	0.00	0.00	0.00	26.84	21.82
270.00	10.00	0.00	0.00	0.00	26.84	21.81
271.00	10.00	0.00	0.00	0.00	26.84	21.81
272.00	10.00	0.00	0.00	0.00	26.84	21.80
273.00	10.00	0.00	0.00	0.00	26.84	21.79
274.00	10.00	0.00	0.00	0.00	26.84	21.79
275.00	10.00	0.00	0.00	0.00	26.84	21.78
276.00	10.00	0.00	0.00	0.00	26.84	21.78
277.00	10.00	0.00	0.00	0.00	26.84	21.77
278.00	10.00	0.00	0.00	0.00	26.84	21.77
279.00	10.00	0.00	0.00	0.00	26.84	21.76
280.00	10.00	0.00	0.00	0.00	26.84	21.75
281.00	10.00	0.00	0.00	0.00	26.84	21.75
282.00	10.00	0.00	0.00	0.00	26.84	21.74
283.00	10.00	0.00	0.00	0.00	26.84	21.74
284.00	10.00	0.00	0.00	0.00	26.84	21.73
285.00	10.00	0.00	0.00	0.00	26.84	21.73
286.00	10.00	0.00	0.00	0.00	26.84	21.72
287.00	10.00	0.00	0.00	0.00	26.84	21.71
288.00	10.00	0.00	0.00	0.00	26.84	21.71

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
289.00	10.00	0.00	0.00	0.00	26.84	21.70
290.00	10.00	0.00	0.00	0.00	26.84	21.70
291.00	10.00	0.00	0.00	0.00	26.84	21.69
292.00	10.00	0.00	0.00	0.00	26.84	21.69
293.00	10.00	0.00	0.00	0.00	26.84	21.68
294.00	10.00	0.00	0.00	0.00	26.84	21.67
295.00	10.00	0.00	0.00	0.00	26.84	21.67
296.00	10.00	0.00	0.00	0.00	26.84	21.66
297.00	10.00	0.00	0.00	0.00	26.84	21.66
298.00	10.00	0.00	0.00	0.00	26.84	21.65
299.00	10.00	0.00	0.00	0.00	26.84	21.65
300.00	10.00	0.00	0.00	0.00	26.84	21.64
301.00	10.00	0.00	0.00	0.00	26.84	21.64
302.00	10.00	0.00	0.00	0.00	26.84	21.63
303.00	10.00	0.00	0.00	0.00	26.84	21.62
304.00	10.00	0.00	0.00	0.00	26.84	21.62
305.00	10.00	0.00	0.00	0.00	26.84	21.61
306.00	10.00	0.00	0.00	0.00	26.84	21.61
307.00	10.00	0.00	0.00	0.00	26.84	21.60
308.00	10.00	0.00	0.00	0.00	26.84	21.60
309.00	10.00	0.00	0.00	0.00	26.84	21.59
310.00	10.00	0.00	0.00	0.00	26.84	21.58
311.00	10.00	0.00	0.00	0.00	26.84	21.58
312.00	10.00	0.00	0.00	0.00	26.84	21.57
313.00	10.00	0.00	0.00	0.00	26.84	21.57
314.00	10.00	0.00	0.00	0.00	26.84	21.56
315.00	10.00	0.00	0.00	0.00	26.84	21.56
316.00	10.00	0.00	0.00	0.00	26.84	21.55
317.00	10.00	0.00	0.00	0.00	26.84	21.54
318.00	10.00	0.00	0.00	0.00	26.84	21.54
319.00	10.00	0.00	0.00	0.00	26.84	21.53
320.00	10.00	0.00	0.00	0.00	26.84	21.53
321.00	10.00	0.00	0.00	0.00	26.84	21.52
322.00	10.00	0.00	0.00	0.00	26.84	21.52
323.00	10.00	0.00	0.00	0.00	26.84	21.51
324.00	10.00	0.00	0.00	0.00	26.84	21.50
325.00	10.00	0.00	0.00	0.00	26.84	21.50
326.00	10.00	0.00	0.00	0.00	26.84	21.49
327.00	10.00	0.00	0.00	0.00	26.84	21.49
328.00	10.00	0.00	0.00	0.00	26.84	21.48
329.00	10.00	0.00	0.00	0.00	26.84	21.48
330.00	10.00	0.00	0.00	0.00	26.84	21.47
331.00	10.00	0.00	0.00	0.00	26.84	21.46
332.00	10.00	0.00	0.00	0.00	26.84	21.46
333.00	10.00	0.00	0.00	0.00	26.84	21.45
334.00	10.00	0.00	0.00	0.00	26.84	21.45
335.00	10.00	0.00	0.00	0.00	26.84	21.44
336.00	10.00	0.00	0.00	0.00	26.84	21.44
337.00	10.00	0.00	0.00	0.00	26.84	21.43
338.00	10.00	0.00	0.00	0.00	26.84	21.42
339.00	10.00	0.00	0.00	0.00	26.84	21.42
340.00	10.00	0.00	0.00	0.00	26.84	21.41
341.00	10.00	0.00	0.00	0.00	26.84	21.41
342.00	10.00	0.00	0.00	0.00	26.84	21.40
343.00	10.00	0.00	0.00	0.00	26.84	21.40
344.00	10.00	0.00	0.00	0.00	26.84	21.39
345.00	10.00	0.00	0.00	0.00	26.84	21.39
346.00	10.00	0.00	0.00	0.00	26.84	21.38
347.00	10.00	0.00	0.00	0.00	26.84	21.37
348.00	10.00	0.00	0.00	0.00	26.84	21.37
349.00	10.00	0.00	0.00	0.00	26.84	21.36
350.00	10.00	0.00	0.00	0.00	26.84	21.36
351.00	10.00	0.00	0.00	0.00	26.84	21.35
352.00	10.00	0.00	0.00	0.00	26.84	21.35
353.00	10.00	0.00	0.00	0.00	26.84	21.34
354.00	10.00	0.00	0.00	0.00	26.84	21.33
355.00	10.00	0.00	0.00	0.00	26.84	21.33
356.00	10.00	0.00	0.00	0.00	26.84	21.32
357.00	10.00	0.00	0.00	0.00	26.84	21.32
358.00	10.00	0.00	0.00	0.00	26.84	21.31

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
359.00	10.00	0.00	0.00	0.00	26.84	21.31
360.00	10.00	0.00	0.00	0.00	26.84	21.30

## STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.00	0.00	0.00	0.00


## BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Site	26.84	76.80	22.80	0.00

## BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Site	21.88	0.00	0.00	0.00	21.88	0.00

Prepared by and return to:  
PAUL J. LANE, Esq.  
7880 N. University Dr. Suite 200  
Coral Springs, Fl. 33065

  
FILE NUM 2018013005  
OR BK 815 PG 663  
SHARON ROBERTSON, CLERK & COMPTROLLER  
OKEECHOBEE COUNTY, FLORIDA  
RECORDED 10/24/2018 11:51:05 AM  
AMT \$10.00  
RECORDING FEES \$18.50  
DEED DOC \$0.70  
RECORDED BY M Pinon  
Pgs 663 - 664; (2 pgs)

Note to recorder: The property herein is being transferred for no consideration and there are no existing mortgages, so that there are only minimum documentary stamps due.

### QUIT CLAIM DEED

This Quit Claim Deed, made this 4 day of October, 2018, between DAVID MICHAEL RUBIN, whose post office address is 5560 Clipper Court, New Port Richie, FL 34652, grantors, and OKEECHOBEE LOTS LLC, a Florida limited liability company, whose post office address is 5560 Clipper Court, New Port Richie, FL 34652, grantee.

(Whenever 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, trusts and trustees.)

Witnesseth, that said grantor, for \$1.00 and other valuable consideration, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all of the right title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Okeechobee County, Florida, to wit:

**Parcel 1:**

Lots 1 through 26, inclusive, Block 20 of OKEECHOBEE, according to the Plat thereof, as recorded in Plat Book 1, page 10 and in Plat Book 5, page 5 of the Public Records of Okeechobee County, Florida; and lots 7 through 10, inclusive, and lot 11, less the west 28 feet thereof, together with the North 7.5 feet of the vacated alley (15 feet wide) adjacent to said lots, in Block 29, of OKEECHOBEE, according to the Plat thereof as recorded in Plat Book 1 page 10 and Plat Book 5, Page 5 of Public Records of Okeechobee County, Florida.

**Parcel 2:**

Lots 1 through 26, inclusive, Block 4, Lots 1 through 6, inclusive, Block 11; 1 through 26, inclusive, Block 12, lots 1 through 26, inclusive, Block 13, lots 1, 2, 3 and 9, in Block 21, less the East 32.5 feet of said lot 9, lots 10 through 26, inclusive, Block 21; and lots 1 through 6, inclusive, block 22, of OKEECHOBEE according to the Plat thereof, as recorded in Plat Book 1, page 10 and Plat Book 5, Page 5, of Public Records of Okeechobee County, Florida.

Approximately 26 acres and adjoining roadways

**To have and to Hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

**In Witness Whereof**, grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in presence of:

WITNESSES:

sign: [Signature]  
(print name) Brittney Leun

Sign: [Signature]  
print name) JACKIE BASAK

OKEECHOBEE LOTS LLC

BY: [Signature]  
DAVID M. RUBIN, MANAGER.

STATE OF FLORIDA  
COUNTY OF DuSCL

I HEREBY CERTIFY that on this Oct day of 4, 2018, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DAVID M. RUBIN as Manager of OKEECHOBEE LOTS LLC [ ] personally to me known to be the person described in and who executed the foregoing instrument or [ ] who provided proof of identification in the form of FLDL and he acknowledged before me that he executed the same.

My Commission Expires:

[Signature]  
NOTARY PUBLIC



Return to: (enclose self-addressed stamped envelope)

Name: John B. Lashley  
 Address: 1901 SW 6<sup>th</sup> Ave  
Okeechobee, FL 34914  
 This Instrument Prepared by:  
 Name: John Lashley  
 Address: 1901 SW 6<sup>th</sup> Ave  
Okeechobee, FL 34914  
 Property Appraisers Parcel Identification  
 Folio Number(s):  
 Grantee(s) S.S. # (s)

3-15-37-35-0010-00050-0010  
 3-15-37-35-0010-00050-0060  
 3-15-37-35-0010-0110  
 00050-0110  
 3-15-37-35-0010-00050-0140  
 3-15-37-35-0010-00050-0170  
 3-15-37-35-0010-00050-0220  
 3-15-37-35-0010-00060-0010  
 3-15-37-35-0010-00060-0040

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the 1<sup>st</sup> day of June 2005, by James D. Lashley & Deloris Lashley (husband & wife), first party, to John B. Lashley (A single man), whose post office address is 1901 SW 6<sup>th</sup> Ave Okeechobee FL 34914, second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 1.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Okeechobee, State of FL, to-wit:

City of Okeechobee  
 Lots 1 to 5 Block 5  
 Lots 6 to 10 Block 5  
 Lots 11 to 13 Block 5  
 Lots 14 to 16 Block 5  
 Lots 17 to 21 Block 5

Lots 22-26 Block 5  
 Lots 1, 2, 3 Block 6  
 Lots 4, 5, 6 Block 6

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature (as to first Grantor)

Printed Name

Witness Signature (as to first Grantor)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF FLORIDA

COUNTY OF OKEECHOBEE

Grantor Signature

Printed Name

Post Office Address

Co-Grantor Signature, (if any)

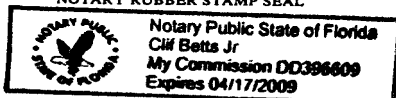
Printed Name

Post Office Address

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the person S described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. (Check one: ) ☒ Said person(s) are personally known to me. ☐ Said person(s) provided the following type of identification:

NOTARY RUBBER STAMP SEAL



Witness my hand and official seal in the County and State last aforesaid

this 6 day of JUNE 2005

Notary Signature Cliff Betts Jr. Date

Printed Name

FILE # 2005012508 OR BK 00565 PG 1654 DATE: 06/07/2005 01:22:09 PM  
 SHARON ROBERTSON, CLERK OF CIRCUIT COURT OKEECHOBEE COUNTY, FL  
 DEED DOC 0.70  
 RECORDING FEES 10.00 RECORDED BY 6 HENRY



This instrument was prepared by  
and after recording return to:  
Sean M. Ellis, Esquire  
Roetzel & Andress, LPA  
2320 First Street, Suite 1000  
Fort Myers, FL 33901  
(239) 337-3850

[Space Above This Line For Recording Data]

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**MALLARD LANDING**

HOLIDAY BUILDERS, INC., a Florida corporation (hereinafter referred to as the “Declarant”), is the fee simple owner of the lands more particularly described on **Exhibit “A”** (the “Properties”).

Declarant is the owner of the Properties, a residential planned development consisting of residential and other related facilities as shown on the Plat (the “Project”). For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units and remainder of the Project constituting such development, Declarant hereby declares that all of the Properties and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions that shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **DEFINITIONS.** References used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (the “Act”), as it exists on the date of recording this Declaration.

1.1. **“Architectural Planning Criteria”** means and refers to any architectural planning criteria from time to time established by the Declarant or by the Board for the Properties governing the type, style, and other characteristics of improvements to be constructed within the Project.

1.2. **“Architectural Reviewer”** means and refers to the individual or committee empowered to implement and enforce the Architectural Planning Criteria.

1.3. **“Association”** means and refers to Mallard Landing of Okeechobee Homeowners’ Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.4. **“Board”** means and refers to the Board of Directors of the Association.

1.5. **“Builder”** means and refers to Holiday Builders, Inc., a Florida corporation, or any other Owner given the status of “Builder” by Declarant, subject to approval of all other Builders.

1.6. **“Common Area”** means and refers to all real and personal property (including the improvements thereto) now or hereafter owned, dedicated to, and/or maintained by the Association for the common use and enjoyment of the Owners. The Common Area includes, without limitation, the Surface Water Management System, all dedicated private easements and tracts as shown on the Plat or described in this Declaration, and corresponding infrastructure, all entrance area monuments and private sign easement, any recreational facilities, any private mail kiosk tract, all private open space, landscape easements, and all other areas of the Properties intended for the common use and enjoyment of the Owners. The Declarant and

the Board have the power to designate which areas of the Properties are Common Areas from time to time. The Common Areas shall be owned and/or maintained by the Association, unless dedicated, accepted and/or maintained by the County for the common use and enjoyment of the Owners, in accordance with the purposes for which they are intended, but no such use and enjoyment shall hinder, diminish, destroy, or encroach upon the lawful rights of the Owners. Notwithstanding the generality of the foregoing, pursuant to the Plat, the roadways serving the Lots are public rights-of-way dedicated to the County on the Plat. Such rights-of-way will be maintained by the County, and therefore are not considered a Common Area, unless the County refuses to accept such dedication, and the roadway tracts are conveyed in fee simple to the Association.

1.7. “County” means and refers to Okeechobee County, Florida.

1.8. “Declarant” means and refers to HOLIDAY BUILDERS, INC., a Florida corporation. Whenever this term is used in this Declaration, the Articles or Bylaws of the Association, it shall always be deemed to include any successor in interest to the Declarant’s rights and obligations, provided that such is evidenced by a written instrument and recorded in the Public Records of the County. Any or all of the Declarant’s rights and obligations may be assigned, in whole or in part, from time to time, to other parties. The Declarant may allow other parties to exercise, on a one-time or limited basis, any Declarant rights without transferring or relinquishing all of such rights, and in such case, a recorded instrument shall not be required. Unless otherwise provided in a written assignment, the assignment of all of the Declarant’s rights and obligations shall not result in the Declarant relinquishing its rights with respect to the real property it owns, nor being relieved of its obligations that accrued as of such date. The Declarant shall not be liable for acts or omissions made by or on behalf of a successor Declarant.

1.9. “Declaration” means and refers to this Declaration of Covenants, Conditions and Restrictions.

1.10. “Governing Documents” means and refers to this Declaration, and the Articles of Incorporation, Bylaws, any Rules and Regulations, and any Architectural Planning Criteria. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.11. “Guest” means and refers to any person who is physically present in or occupies a home on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.12. “Institutional Mortgagee” means and refers to the mortgagee or assignee of a mortgage against a Lot or other portion of the Properties, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring first mortgage loans, and their successors and assigns. An “Institutional Mortgage” is a mortgage held by an Institutional Mortgagee encumbering any such property.

1.13. “Lease” means and refers to the occupancy of the Lot by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value), and shall specifically include, but not be limited to, arrangements such as those facilitated by Airbnb, FlipKey, VRBO, HomeAway, and similar companies or organizations regardless of whether the arrangements are classified as a rental, a license, or anything other than a lease.

1.14. “Lot” or “Lots” means and refers to one or more of the platted parcels of land into that the Project has been subdivided according to the Plat, upon each of which a home has been or will be constructed. Wherever herein the term “Lot” or is used, it shall be interpreted as if followed by the words “and home constructed thereon” except where the context clearly requires otherwise.

1.15. “Member” means and refers to all persons who are members of the Association as provided in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

1.16. “Occupant” means and refers to any person who is physically present in the home for one or more nights, including staying overnight. “Occupy” means the act of being an occupant.

1.17. “Owner” or “Owners” means and refers to any person or persons, entity or entities, who are the record owner(s) of a recorded fee simple interest in and to any Lot or home in the Properties. The Declarant is an Owner, so long as it owns any Lots.

1.18. “Permit” or “Permits” means and refers to one or more of the zoning, land use, development, water management, wetlands and other approvals, permits, orders, consents and the like issued by Okeechobee County, the Florida Department of Environmental Protection (“FDEP”), the South Florida Water Management District (“SFWMD”), the State of Florida or any agency thereof or any other governmental authority relating in any manner to the Properties and Project and the use, development, and occupancy thereof.

1.19. “Plat” means and refers to the subdivision plat or plats of the Properties, as recorded in the Public Records of Okeechobee County, Florida.

1.20. “Properties” means and refers to all the real property that is subject to this Declaration, as described on Exhibit “A”.

1.21. “Rules and Regulations” means and refers to any rules and regulations governing use of the Properties or Lots, and procedures for administering the Association and the Properties, as adopted, amended, or rescinded by the Board from time to time.

1.22. “Sales Center” means and refers to any area and facilities located or to be located within the Properties and to be used by the Declarant or a Builder for the marketing of Lots and/or homes.

1.23. “Surface Water Management System” means and refers to the surface water management system serving the Properties, including without limitation all Conservation Easements, if any, berms, drainage easements, lakes, lake maintenance easements, wetland and other preserve areas and all water management, drainage and related facilities and infrastructure located on, over, under and across the same or otherwise comprising a portion of the drainage system serving the Properties. The “Surface Water Management System” also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, over-drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to the Florida Administrative Code.

1.24. “Turnover Date” has the meaning given to it in Section 11.1 of this Declaration.

1.25. “Voting Interest” means and refers to the voting rights of Members of the Association who are entitled to cast votes in Association affairs, as set forth in Section 2.5 below.

2. **ASSOCIATION; MEMBERSHIP; VOTING RIGHTS.** The Association shall be responsible for administration and management of the Properties, including without limitation the maintenance, repair, replacement, and operation of all Common Areas. The Association shall perform its functions pursuant to the following:

2.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit “B”**.

2.2. Bylaws. The initial Bylaws of the Association shall be the Bylaws as attached as **Exhibit “C”**.

2.3. Delegation of Management. The Association may contract with a management agent to assist the Association in carrying out its powers and duties by performing such functions as, without limitation, submission of proposals, collection of assessments, keeping of records, and enforcement of covenants and rules, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

2.4. Membership. Every person or entity who is a record Owner of a fee interest in any Lot located upon the Properties shall be a Member, except that if a Lot is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights. Membership shall be appurtenant to, run with, and may not be separated from, the real property interest upon which membership is based.

2.5. Voting Interests. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The vote of a Lot is not divisible. The right to vote may be denied because of delinquent assessments. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons who are not acting as trustees, that Lot's vote may be cast by any one of the record Owners. If two or more Owners of a Lot do not agree among themselves how their one vote shall be cast, that vote may not be counted for any purpose. If the Owner of a Lot is not a natural person or is a trustee, the vote of that Lot shall be cast by any officer, director, partner, or trustee, as the case may be.

2.6. Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Lot is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Lot as provided in Paragraph 2.5 above if present in person at an Association meeting, unless the joinder of all record Owners is specifically required.

2.7. Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from any liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies that the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.8. Association As Owner of Lots. The Association has the power to purchase Lots and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Board.

2.9. Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and primary Occupants. A copy of the up-to-date roster shall be available to any Owner upon request.

2.10. Board of Directors. Except as otherwise specifically provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members.

2.11. Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation, and the Bylaws, and those provided in Chapters 617 and 720, Florida Statutes, as applicable, to the extent not inconsistent with the foregoing documents, and shall without limitation specifically include the following:

(A) The Association shall have the power to acquire, purchase, own, sell, and convey property, including, without limitation, the Common Areas.

(B) The Association shall have the power and responsibility to operate, repair and maintain the Common Areas, including the Surface Water Management System, as set forth in this Declaration, as the same are permitted pursuant to the Permits and by the governmental authorities that have issued the Permits, from time to time. The Association shall pay the cost of discharging the above responsibilities.

(C) The Association shall have the power and authority to establish Rules and Regulations from time to time, as more particularly set forth herein or in the Articles of Incorporation and Bylaws.

(D) The Association shall have the power and authority to assess Members as hereinafter described and to enforce such assessments as hereinafter described.

(E) The Association shall have the power to contract for services to provide for the operation and maintenance responsibilities of the Association and the other duties and obligations of the Association.

(F) The Association shall have the power to contract and to sue and be sued.

(G) The Association shall have all other powers necessary to effectuate the purposes for which it is formed and to perform its duties and obligations, as such purposes, duties and obligations are defined and described in this Declaration and the other Governing Documents.

(H) The Association shall have the power and duty to maintain certain portions of the Lots, as may be more particularly described herein.

(I) The Association shall be responsible for paying the cost of performing its duties and obligations under this Declaration and shall have the power to assess the Owners therefor.

(J) In the event any of the Common Area shall be conveyed to the Association, the Association shall provide for the maintenance and protection of the Common Area for the Association and the benefit of the Owners; provided, however, that the Association shall also provide for the maintenance and protection of all other Common Areas as well.

### **3. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.**

3.1. Creation of Lien and Personal Obligation for Assessments. Subject to the limitations of Section 3.3 below, the Declarant, for each Lot within the Properties, hereby covenants, and

each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) The Lot's prorata share of annual assessments based on the annual budget adopted by the Association; and

(B) The Lot's prorata share of special assessments not provided for by annual assessments; and

(C) Any charges against less than all of the Lots ("Individual Lot Assessment") where specifically authorized in this Declaration or the Bylaws and levied against the Lot.

(D) If adopted by the Board or required by the Declarant in connection with Lot sales, upon the transfer of any Lot (excluding transfer from the Declarant to a Builder), the buyer shall pay at closing to the Association a capital contribution in the amount equal to such amount as is adopted by the Board of Directors from time to time. Said capital contribution shall be a onetime contribution to the working capital fund of the Association and in no way shall be treated as a prepayment of Assessments charged to that Lot. Without limitation, such funds may be used by the Declarant or the Association as additional working capital, to pay expenses of the Association, may be expended for capital improvements to the Common Area, and may be used to purchase personal property for use by the Association or the Owners.

Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special assessments and charges, including any Individual Lot Assessment, together with interest, costs, and reasonable attorney's fees shall bind each Lot against which they are levied, the Owner of the Lot, and the Owner's heirs, devisees, personal representatives, successors and assigns. In any conveyance of title, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee therefor.

The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties; for the improvement, maintenance, repair, protection, and operation of the Common Area, and for the carrying out of the other responsibilities and obligations of the Association.

3.2. Share of Assessments. Except as otherwise provided below, each Lot and the Owner thereof shall be liable for an equal share of all annual and special assessments, such share being a fraction of the whole, the numerator being the number "one" and the denominator being the total number of Lots within the Properties as to which Lot assessments have commenced.

3.3. Commencement and Collection of Annual and Special Assessments. The assessments provided for herein shall commence as to each Lot as of the date of conveyance of the Lot to an Owner other than Declarant. No Lot shall be or become subject to or required to pay the assessments provided for hereunder until such time as it has been conveyed by the Declarant to the first Owner other than Declarant, which shall be prorated accordingly. The Board shall fix the amount of any annual or special assessment against each Lot and shall fix the dates such amounts become due. Annual assessments shall be due and payable quarterly (unless the Board establishes otherwise) in advance. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all assessments against the specific Lot have been paid.

3.4. Establishment of Liens. Any and all assessments and charges levied by the Association in accordance with the provisions of this Declaration or any of the Governing Documents, together with interest at the highest rate allowed by law, and collections costs and reasonable attorneys' fees (including, but not limited to attorneys' fees and costs related to a mortgage foreclosure or affecting the Lot or bankruptcy of an Owner) are hereby declared to be a charge and continuing lien upon the Lot against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Lot assessed. This lien shall relate back to the date of recording of this Declaration and shall be superior to all rights and interest of others acquired after that date, except to the extent otherwise expressly set forth herein. This lien shall be superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments and charges, or release the Lot owned by him from the liens and charges hereof, by waiver of his rights, or by abandonment of his Lot. Said lien shall be perfected upon the recording in the Public Records of Okeechobee County, Florida, of a Claim of Lien by the Association, setting forth the amount and due date of each unpaid assessment as of the date the Claim of Lien is recorded. A Claim of Lien shall secure payment of all assessments and charges due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments, and charges, late fees, interest, costs and attorneys' fees, coming due subsequently, until the Claim is satisfied, or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

3.5. Priority of Liens. The foregoing notwithstanding, unless provided to the contrary in the Act, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of all taxes and other levies that by law would be superior thereto. Except for the Association's claims and rights under the Act that shall be superior to the rights of a First Institutional Mortgagee under an Institutional Mortgage, that claims and rights include, without limitation, an Institutional Mortgagee's obligation to pay to the Association unpaid assessments, interest, late fees, attorneys' fees and costs, including attorneys' fees and costs related to a mortgage foreclosure affecting the Lot or bankruptcy of the Owner, and otherwise to the maximum extent set forth in the Act, the Association's lien shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the Institutional Mortgage, but the Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. The Association's lien is effective from and shall relate back to the date that the Declaration was originally recorded. Any lease of a Lot shall be subordinate and inferior to the lien and any Claim of Lien of the Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale or other judicial sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment or charge coming due after taking title. Any unpaid assessment or charge that cannot be collected by reason of the provisions of this Section shall be treated as a special assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

3.6. Collection of Assessments. If any Owner fails to pay any assessment, charge, or installment thereof, within ten (10) days after the same becomes due, then the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such assessment or charge, from the date it becomes due until paid, at the highest rate allowed by law, as well as to impose a late payment penalty of Twenty-Five Dollars (\$25.00). A late fee is not subject to the provisions of Chapter 687, F. S. and is not a fine.

(B) To accelerate the due date for the entire remaining unpaid amount of the annual assessment and any special assessment against the Owner's Lot for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the same manner as provided in Section 720.3085 of the Act, as amended from time to time.

(D) To bring an action at law for a money judgment against the Owner without waiving any foreclosure rights of the Association.

(E) If an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, to levy reasonable fines, or may suspend the Owner's right to use common areas or common facilities until the monetary obligation is paid, except for that which must be used to access the Lot, utility services or parking. Any such fines or suspension shall be imposed in accordance with the requirements of the Act.

(F) If an Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, to suspend the voting rights of the Member until the monetary obligation is paid. Any such suspension shall be imposed in accordance with the Act.

(G) As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Owner and the recording of a claim of lien, the Association may declare the Assessment installments due for the remainder of the budget year in which the claim of lien was filed to be accelerated and immediately due and payable.

(H) If a Lot is occupied by a tenant and the Owner is delinquent in paying any obligation due to the Association, the Association may make written demand on the tenant to pay directly to the Association the future monetary obligations related to the Lot, and the tenant must make such payment. Such demand shall be continuing in nature and the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues its tenancy, provided that the tenant shall not be liable for any increase in monetary obligations due unless the tenant was notified in writing of the increase at least ten (10) days before the date on which rent is due. If the tenant fails to make such payment the Association may sue for eviction under Sections 83.59-83.625, Florida Statutes, as if the Association were a landlord thereunder, however, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and shall have no duties thereunder.

3.7. Certificate. The Association shall, within fifteen (15) days of request for same, furnish to any Owner liable for assessments, purchaser of a Lot, or actual or proposed mortgagee of a Lot, a certificate in writing signed by an officer of the Association, setting forth whether all assessments and charges have been paid. Except with respect to an Owner of the Lot holding title to a Lot when a certificate is furnished, such certificate shall be conclusive evidence of payment of any assessment and charges therein stated to have been paid.

3.8. Declarant Subsidy. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, until the Turnover Date (as defined in Section 11.1 hereof) or earlier termination as provided in this Section, the Declarant shall not be obligated for, nor subject to, any annual, special or other assessment for any Lot that it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation and revenues received by the Association from annual and special assessments levied against any Lots and all other



income to the Association or sources of revenue. Such difference, herein called the “deficiency,” shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant has not created any reserve funds under Chapter 720 and does not intend to create any statutory reserve accounts. The Declarant may at any time give a written termination notice to the Association terminating its responsibility for the deficiency and waiving its right to exclusion from annual assessments. Upon giving such notice and, in any event, on and as of the Turnover Date, the Declarant and each Lot owned by it shall thereafter be subject to assessment (prorated as to the remainder of the year, if applicable) in the same manner as all other Members as set forth in this Article and no longer liable for the “deficiency”. In any event, upon the transfer of the last Lot owned by the Declarant, the Declarant shall not be obligated for the “deficiency.”

#### **4. ARCHITECTURAL AND AESTHETIC CONTROL.**

4.1. Necessity of Architectural Review and Approval. No Owner shall make or permit the making of any alterations or additions to his Lot or the Common Area, or in any manner change the exterior appearance of any portion of the home, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to the Project in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations that may be installed where visible from outside the home, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Owner may alter the landscaping of the Common Area in any way without prior approval of the Architectural Reviewer.

4.2. Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Architectural Reviewer. Until the Turnover Date, the Declarant shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. Declarant may delegate its reserved rights hereunder to any entity, including the Board of Directors or an Architectural Review Committee appointed by the Board of Directors, in which case the delegate shall be deemed the Architectural Reviewer.

4.3. Powers and Duties of Architectural Reviewer. The Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to Architectural Planning Criteria shall be consistent with the provisions of this Declaration. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that the delivery of a copy of the modification or amendment to Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction of placement of which is proposed upon any Lot or portion of the Properties, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Lot or the Properties and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural

Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have thirty (30) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said thirty (30) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or portion of the Properties and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be, made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification, or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required, or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien on the Owner's Lot.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

4.5 Declarant Construction. The provisions of this Article shall not apply to Declarant. Declarant reserves the right to alter the plan of development and architectural style of the Properties and homes as it deems desirable in its sole discretion.

## 5. EASEMENTS.

5.1. Utility and Service Easements. The Declarant (during any period in which the Declarant has any ownership interest in the Properties) and the Association shall each have the right to grant such electric, telephone, cable television, gas, water, sewer, irrigation, drainage, central service, ingress and egress easements or other easements over, under, in and upon the Properties in favor of Declarant, the Association, and their respective designees, and appropriate utility and other service corporations or companies, and to relocate any existing easements in any portion of the Properties as the Declarant or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Properties, or any portion thereof, for the general health or welfare of the Owners, for the purpose of carrying out any provisions of this Declaration or for other purposes deemed appropriate and reasonable by

the Declarant or the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the property burdened thereby. Each Lot and other portions of the Properties shall be subject to an easement in favor of all other portions of the Properties, to locate utilities and provide drainage and support and to use, maintain, repair, alter and replace any common walls, structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Properties. Each public or private utility company benefited by any utility easement created by any Plat or this Declaration shall own all utility facilities operated by it in the utility easement and be responsible for maintaining such facilities, including without limitation all cable, electric, sewer, potable water, and irrigation facilities. The Association shall be benefited by any utility easement located within the Properties, whether or not so expressed in the plat or other document creating any such easement and shall own any utility facilities (including without limitation irrigation facilities) owned by it within any such easement. The surface of all utility easements shall be maintained by the Association or other Owner of the Properties that owns such surface, in accordance with the other terms of this Declaration.

5.2. Lateral and Subjacent Support. Each portion of the Properties shall be subject to an easement in favor of adjoining portions of the Properties for lateral and subjacent support.

5.3. Access and Other Easements. The Properties have been subdivided pursuant to the Plat. The roadways, as shown on the Plat, and the utility easements created pursuant to the Plat, are intended in all cases to serve all of the Properties, unless otherwise directed by the Declarant.

5.4. Drainage Easements. Declarant reserves in favor of the Association a blanket non-exclusive easement and right on, over, under and through the ground within the Properties to maintain and correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original conditions as nearly as practicable. This easement may be exercised by the Association. Without limiting the generality of the foregoing language, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the Owner's Lot constructed or approved for use as part of the Surface Water Management System. Fences or other structures shall not be installed in Drainage/Access Easements (Public or Private). These easements shall be accessible at all times. Fences or other structures in these easements shall not impede stormwater flow.

## **6. MAINTENANCE; IMPROVEMENTS.**

6.1. Maintenance by Owner. The maintenance, repair and replacement of any Lot shall be the individual Owner's responsibility. Each Owner shall also be responsible for the general appearance of its property and to keep the same in good order and repair at all times. Each Owner is responsible for the lawn and landscaping on his Lot, to include regular lawn cutting, trimming of plants and shrubs on a regular basis and, where necessary, replacement of lawns, plants, and shrubs, including all portions of the Owner's Lot that lies within a private easement as created by the Plat. All Owners owning Lots adjoining Common Areas shall be required to install grass or landscape to the edge of the water or vegetation located in the Common Area, and to maintain such grass or landscaping, regardless of the where the exact boundary line lies between the Lot and Common Area. The Owner is also responsible for his own driveways. Every Owner of a Lot is hereby prohibited from: (i) temporarily or permanently filling the Surface Water Management System facilities located underneath the improvements constructed on their Lot with dirt or any type of fill material; (ii) parking vehicles or storing items under the improvements constructed on their Lot unless such parking or storing does not interfere with the Surface Water Management System located on their Lot; and

(iii) blocking or impeding the flow of stormwater into the portion of the Surface Water Management System located on their Lot by construction of walls, fences, or other improvements.

6.2. Maintenance by the Association. The responsibility of the Association is to repair, maintain and replace any and all improvements and facilities located upon the Common Areas. Maintenance includes, but is not limited to, the following: cleanup, upkeep of any sidewalks, parking areas, recreational facilities, entry features and signage, maintaining lawn and landscaping within the Common Areas.

(A) Open Space and Buffers; Private Drainage Easements. Any property conveyed or dedicated to the Association that is designated as open space, landscape easement/buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County, shall be preserved and maintained by the Association in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space. Notwithstanding the public nature of these facilities, the Association has the right to enter and perform maintenance within the private drainage easements and any other private easements or private tracts created by the Plat as deemed necessary by the Association, but at all times subject to the Permits or other local governmental regulations applicable to such areas.

(B) Surface Water Management System. Except as otherwise provided herein, the Association shall own, operate, and be responsible for maintaining in perpetuity the Surface Water Management System, including dedicated lake tracts, lake maintenance or drainage easements, and corresponding infrastructure, as follows. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the SFWMD Permit.

(1) Non-exclusive easements for drainage, access and maintenance as depicted on the Plat are hereby reserved in favor of the Association, and such easements may not be removed from their intended use by subsequent owners or others. No permanent building or structure of any kind shall be constructed by any owner within that portion of any unit designated on the Plat as a drainage easement.

(2) No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include but are not limited to: digging or excavations; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the project includes a wetland mitigation area, as defined by the SFWMD, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the SFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by the SFWMD in the SFWMD Permit may be conducted without specific written approval from the SFWMD.

(3) The SFWMD shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

(4) If the subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the SFWMD, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the SFWMD determines that the area(s) is successful in accordance with the SFWMD Permit.

(5) If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the SFWMD Permit, unless and until an alternate entity acceptable to the SFWMD assumes responsibility for the operation and maintenance for the surface water management system facilities in accordance with the requirements of the SFWMD Permit.

(6) Any land subjected to this Declaration and designated as open space, buffer, landscape buffer, preserve area, Conservation Area, or words of similar import on any plat, declaration of covenants and restrictions, site plan, Permit or other document shall be preserved and maintained by the Owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to this Association or is a portion of the Common Areas, the Association shall preserve and maintain such land unless otherwise provided in this Declaration. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

6.3. Completion of Properties. Declarant may and intends to undertake the work of developing all of the Properties. The completion of that work, or the sale, lease, or other disposition of homes constructed thereon, is essential to the establishment and welfare of the Properties as an ongoing residential community. In order that such work may be completed and the Properties established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant, or the employees, contractors or sub-contractors of Declarant, or of Declarant's designees by written instrument recorded in the Public Records of the County (if any), from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the establishment of the Properties as a residential community.

6.4. Enforcement of Maintenance. If the Owner of a portion of the Properties fails to maintain it, as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Owner's property, with or without consent of the Owner. The Association may repair, replace, or maintain any item that constitutes a hazard to other property or residents, or that has a material adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be assessed against the Owner and Lot as an Individual Lot Assessment, together with reasonable attorney's fees and all other expenses of enforcement.

6.5. Negligence; Damage Caused by Condition of the Lot. The Owner of each Lot shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees; but such liability shall be limited to the extent that such expenses are not met by the proceeds of insurance available to the injured person.

6.6. Alterations and Additions to Common Areas. Material alterations or substantial additions to the Common Areas may be undertaken and funds necessary levied as special assessments by the Association only upon approval by a majority of the Board of Directors and, prior to the Turnover Date, the Declarant.

6.7. Roadway Dedicated to the County. The County will be responsible for the maintenance, operation, and repair of those portions of the Surface Water Management System consisting of the roadway improvements (for example, but without limitation, pavement, asphalt, and/or curbing) that are located within the roadway tract dedicated to the public by the Plat. The Association will be responsible for maintaining certain other drainage facilities located within the platted roadway tract but located outside the physical roadway improvements, including any "undrains," in accordance with the SFWMD Permit.

The Association and the Owners are hereby reserved an easement for drainage over and within said roadway and drainage tracts. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the County, SFWMD, or FDEP.

7. **INSURANCE.** The Association shall obtain and maintain adequate insurance for the Association property (with provisions for deductibles) as follows:

(A) **Casualty.** To the extent that there is Association property containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Association property, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf.

(B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors.

(C) **Directors and Officers.** The Association shall carry D & O Insurance in such limits of protection and with such coverage as are determined by the Board of Directors.

8. **GENERAL COVENANTS AND RESTRICTIONS.**

8.1. **Use Restrictions.** The Properties shall be used for single-family residences, Common Areas, and other uses permitted by Declarant and for no other purposes. No business buildings may be erected on any portion of the Properties and no business may be conducted on any part thereof, unless the Board otherwise approves. Notwithstanding the above provisions, the Declarant may, in its sole discretion, use or permit portions of the Properties to be used or maintained as Sales Centers or as one (1) or more model homes.

8.2. **Building Setback Lines.** All structures shall conform to the requirements of the County, the Permits, the Governing Documents, and any architectural review criteria adopted by Declarant or the Board, including without limitation as to minimum lot area and width, setbacks, height and number of stories and distances between buildings. The setbacks for all Lots are as stated on the Plat.

The Declarant and, after the Turnover Date, the Board may, so long as compliance with the Permits and applicable law is maintained and/or all necessary prior approvals or variances from such Permits and applicable laws and regulations have been obtained, (i) grant variances from the County standards or the Governing Documents and, without limitation, may establish specific setbacks as to any Lot or other portions of the Properties, including without limitation corner Lots, with individual characteristics rendering the standard setbacks improper or impractical; (ii) establish other setback lines and other standards for the Properties; or (iii) grant licenses to allow encroachments into any private drainage easements or private tracts on the Plat.

8.3. **Leasing.** An Owner may lease his Lot without prior Board approval of tenants, subject to the restrictions and conditions contained in this Section. Only entire homes may be leased. The minimum leasing period is one hundred eighty-one (181) days. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses,

including attorney's fees and costs, secured by a lien against the Lot. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing," "room for rent," and subleasing are prohibited. No Owner, their heirs, successors and/or assigns shall do anything to cause the Association or any Lot to be deemed a public lodging establishment or other transient establishment under Federal or Florida law or local ordinance. No Owner nor anyone on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates or suggests that a Lot may be leased for any period less than 181 continuous days, anything less than the entire home on the Lot may be leased, separate rooms within the home may be leased separately, or a Lot may be leased on a timeshare basis. Publication of daily or weekly rates for lease of a Lot shall constitute a violation of this provision. The Board has the power to adopt, amend and repeal rules and regulations governing Leases of Lots.

8.4. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or other portions of the Properties, nor shall anything be done that is or may become a reasonable source of annoyance or nuisance to other residents.

8.5. Temporary Structures. No structure of a temporary character, including, but not limited to, trailer, tent, or shack, shall be used on any portion of the Properties at any time as a residence, either temporarily or permanently.

8.6. Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by the Declarant or a Builder Model Home for use as a temporary sales office.

8.7. Signs. No Owner other than Declarant or a builder may post or display any sign in public view on a Lot or on the Common Areas or other portions of the Properties, without the prior written consent of the Association. Notwithstanding the foregoing, Owners may place one (1) small sign in a single location indicating the security/alarm company protection for the Lot, if any; and when a Lot is actively being marketed for sale Owners may place one (1) "For Sale" sign on the lawn of their Lot.

8.8. Appearance; Refuse Disposal. After closing of title, each Owner shall keep his Lot free and clear of weeds, underbrush, unsightly growths, trash and debris and shall reasonably maintain his Lot. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably stored in the enclosed garage of homes or as otherwise permitted by the Association. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted. This provision shall not be interpreted to restrict the necessary construction activities of a Builder in any way.

8.9. Maintenance. The Declarant and all Owners and builders shall care for vacant or unimproved Lots or portions of the Properties they own, respectively, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarant to keep the unimproved portions of the Properties owned by it in good order. The Association shall have the right to repair any structure or improvement on any portion of the Properties that constitutes a danger or nuisance or is in unsightly disrepair, provided that the Owner thereof is given reasonable notice of the Association's intent to do so and an opportunity to cure, which notice reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of said Lot or Lot as an Individual Lot Assessment, which charge shall be a lien on the Lot, which lien may be foreclosed and shall also secure the Association's attorneys' fees and other costs in connection with said foreclosure.

8.10. Awnings, Window Coverings and Hurricane Shutters. Awnings, hurricane shutters, window film (including reflective film), and other window shading or decoration and any similar equipment shall be subject to the prior approval and control of the Architectural Reviewer as set forth in Article 4 of this Declaration. Roll-down or accordion style hurricane shutters must be installed inside the exterior walls of homes except to the extent they are within screened lanais or porches.

8.11. Fences. No fence, wall, or other similar structure shall be erected on any Lot, except as originally installed by Declarant, and except any approved by the Board of Directors of the Association or the Architectural Reviewer as set forth in Article 4 of this Declaration. No hedge over six (6) feet in height, measured from the ground on which it stands, shall be constructed or maintained on any Lot, except that the Declarant and the transferee of Declarant may vary or exceed such height in constructing a fence in accordance with existing architectural plans. The Board of Directors may adopt additional Rules and Regulations or Architectural Review Guidelines regarding the style, material, color, height, or location of fences and hedges. No Owner may install a fence that blocks or impedes the flow of stormwater into or through the Surface Water Management System located, or that interferes with the maintenance of the Surface Water Management System.

8.12. Landscaping. The landscaping on the Common Area, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Association. No landscaping on the Common Area shall be installed, cut down, destroyed or removed without the prior written approval of the Board or the Architectural Reviewer as set forth in Article 4 of this Declaration. All Lots and other improved areas are to be sodded. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot or other portion of the Properties, unless approved by the Board or the Architectural Reviewer as set forth in Article 4.

8.13. Outside Lighting. Except as may be initially installed by Declarant or a Builder for marketing or construction purposes, no spotlights, floodlights, or other outdoor lighting shall be placed or utilized upon any portion of the Properties that in any way will allow light to be reflected on any other property or the improvements thereon without the written authorization of the Board as set forth in Article 4 of this Declaration.

8.14. Commercial Activities. No business or commercial activity shall be conducted on the Properties except the Declarant's or a Builder's construction of improvements, operation of a sales center, and the promotion and holding of special events. The Declarant or Board of Directors may, in their sole discretion, grant variances from the foregoing restriction to allow a "home occupation" to the extent allowable under the zoning and other ordinances and regulations of the County and, further, subject to such standards, rules and regulations as the Board may establish. Notwithstanding the foregoing, the Declarant may, in its sole discretion, permit portions of the Properties to be sold or maintained as sales offices or one (1) or more model homes.

8.15. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, Tract or on the Common Areas; however, dogs, cats and other household pets may be kept in a Lot subject to such Rules and Regulations as may be adopted by the Board from time to time as long as they are not kept, bred or maintained for commercial purposes. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the Owner may be asked to remove the pet from his Lot. All animals shall be on leash or carried when outside the Owner's Lot. The pet owner shall immediately remove and properly dispose of any pet litter deposited on any portion of the Properties.

8.16. Parking and Storage of Vehicles. No vehicle shall be parked within the Properties except on a paved driveway or within a garage; parking on the roads or grass is prohibited. Vans and pick-up



trucks may be parked on driveways, provided that, the following shall be considered commercial vehicles that may not be kept on the Properties: vehicles with over two (2) axles, vehicles with a fifth wheel intended for the towing of trailers, or vehicles with a height of over ten (10) feet, including without limitation, semi-tractor trailers, tow trucks, moving vans, furniture vans, or any vehicle or truck that displays any signage, tools or equipment that is of a commercial nature, or any vehicle or truck that is primarily designed to be used for commercial purposes regardless of how it is being used by the owner of the vehicle. For the purpose of this Section, the term “kept” shall mean present for a period of twenty-four (24) hours. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, motor homes and the like, any vehicles not in operable condition and validly licensed, and any trailers used for the purpose of towing vehicles, commercial vehicles, commercial equipment, landscaping equipment and the like, shall only be permitted to be kept within the Properties, in excess of twenty-four (24) hours, if such are kept inside a garage and concealed from public view. An officer of the Association may grant temporary variances from the restrictions in this Section.

None of the foregoing restrictions shall apply to commercial vehicles, pick-up trucks or other vehicles that may be utilized by Declarant, any Builder, or their contractors and subcontractors.

8.17. Antennae and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service that are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services that are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, (“Reception Device”) shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Lot, or is located on the side or rear yard of the Lot. The Association or Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Lot and to the maximum extent feasible, removed from view from the street and other Lots. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Association or Architectural Reviewer, but no Owner shall be prevented from displaying any flags expressly allowed by the Act.

8.18. Radio Equipment. No ham radio, CB base station, or other radio, cable or electronic transmission equipment of any nature visible from the exterior of any portion of the Properties shall be permitted within the Properties unless approved by the Architectural Reviewer or Board.

8.19. Utilities.

(A) All utilities provided to the Properties will be by means of underground transmission lines, cables and pipes. No overhead transmission lines or cables will be permitted within the Properties except to the extent they are or have been installed pursuant to rights pre-existing this Declaration.

(B) Any fuel or power source that requires outside storage tanks of any kind must be approved in writing by the Declarant, Board or the Architectural Reviewer prior to installation. Any such installation will also require appropriate screening (as approved by the Declarant, Board or the Architectural Reviewer) to conceal the storage tanks.

(C) All solar heating or solar power apparatus must conform to the standards set forth in the HUD intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Association or Architectural Reviewer. Solar arrays

may not be installed on a yard or lawn. This provision is not intended to prohibit the use of solar energy devices.

8.20. Lawn Equipment. Playground equipment and other lawn equipment, including, but not limited to grills, swings, merry-go-rounds, tents, play pens, sandboxes and toys, may be located only in the rear yard of the respective Owner's Lot, within the side setbacks.

9. **ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.** Every Owner and the Owner's tenants, guests and invitees as well as the Association are governed by and shall at all times comply with all the covenants, conditions, restrictions and other provisions of the Governing Documents. Violations of the Governing Documents should be reported immediately in writing to a member of the Board. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the interpretation and effect of the Governing Documents, shall be presented to and determined by the Board, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation as more particularly set forth in Section 9.3 below.

9.1. Legal Action.

(A) Actions at law or in equity, or both, to redress an alleged failure or refusal to comply with the Governing Documents or Chapter 720, Florida Statutes, may be brought by the Association or by any Member against: (i) the Association, including without limitation, for the Association's failure to properly maintain the Common Areas as provided herein; (ii) a Member; (iii) any director or officer of the Association who willfully and knowingly fails to comply with the foregoing; and (iv) any tenants, guests or invitees using the Common Areas. The prevailing party in any such litigation is entitled to recover attorney's fees and costs, including appellate fees and costs. This subsection does not deprive any person or entity of any other available right or remedy and is in addition to, and not in lieu of, any other provision of the Governing Documents regarding the enforcement of the Governing Documents.

(B) Judicial enforcement of the covenants and restrictions of this Declaration may be by an action at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred if it is the prevailing party.

9.2. Entry by Association. Violation of any conditions or restrictions, or the breach of any covenant herein contained or contained in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Lot or other area where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

9.3. Fines; Suspension of Right to Use Common Areas. The Association may, in addition to all other rights and remedies set forth herein or in the other Governing Documents, suspend, for

a reasonable period of time, the rights of an Owner or his tenants, guests or invitees, or both, to use Common Areas (other than roadways, which are not Common Areas) and may levy a fine against an Owner or his tenants, guests or invitees, for violation by the Owner or his tenants, guests or invitees of any covenant, restriction, rule or regulation contained herein or in the other Governing Documents or promulgated pursuant to the Governing Documents. The fine shall not exceed \$100 per day, up to \$2,000 for a continuing violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. The determination as to whether a violation is continuing in nature, will be made by the Board, subject to the fining committee's approval.

(A) Notice. The Association shall notify, in writing, the Owner of the nature of the alleged violation or violations and the proposed penalties. Included in the notice shall be the date and time of a hearing, at which time the Owner shall have the right to present reasons why penalties should not be imposed. The notice shall be given to the Owner at least fourteen (14) days prior to the hearing.

(B) Hearing. The facts of the alleged violations shall be presented to a committee appointed by the Board ("Hearing Committee") after which the Owner shall have a reasonable opportunity to present his defenses and reasons why penalties should not be imposed. The Hearing Committee, by majority vote, shall approve or disapprove the proposed penalty at the hearing. The Hearing Committee must have at least three (3) members (each of whom must be Members) and no members of the Hearing Committee may be an officer, director or employee of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. If the Hearing Committee, by majority vote, does not approve the proposed penalty, it may not be imposed.

(C) The requirements of (A) and (B) do not apply to the imposition of fines or suspension of use rights in the Common Areas upon a Member because of failure of the Member to pay annual or special assessments or Individual Lot Assessments.

(D) Fines imposed against a Member or his tenants, guests or invitees shall be deemed an Individual Lot Assessment against the Member's Lot.

9.4. Suspension of Voting Rights. The Board may suspend the voting rights of a Member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days in accordance with Florida Statutes.

9.5. Enforcement by Owners and Beneficiaries. Each Owner and other beneficiaries of the dedicated Properties and corresponding infrastructure shall have the legal right to enforce the maintenance covenants contained in the Declaration against the entity responsible therefore.

10. **DECLARANT RIGHTS AND DUTIES**. Notwithstanding any other provisions to the contrary contained in this Declaration:

10.1. Use by Declarant. Until the Declarant has completed all of the contemplated improvements and has sold all of the Lots in the Properties, neither the Owners nor the Association, nor their use of the Lots, shall unreasonably interfere with the completion of the contemplated improvements or sales of Lots. The Declarant may make any use of their respective unsold Lots and other areas of the Properties as may reasonably be expected to facilitate completion of improvements and Lot sales, including, but not limited to, maintenance of construction and sales offices or trailers, parking areas, concrete wash out areas, storage of materials, display of signs or banners, leasing, and showing portions of the Properties and/or Lots for sale to prospective purchasers, and the Declarant may assign such rights to any homebuilder.

10.2. Assignment of Declarant's/Declarant's Rights. All or any portion of the rights, privileges, powers and duties of the Declarant set forth in the Governing Documents may be assigned by the Declarant to any persons or entities, without the consent of any other Owner or any holder of a mortgage secured by any Lot, provided such assignment must be in writing and recorded in the Public Records of the County. Upon the recording of such assignment, the assignor shall be relieved of all liabilities and responsibilities to the extent of the assignment.

10.3. Amendment of Declaration. In addition to any other right of amendment or modification provided for in this Declaration and its recorded exhibits, subject to the Act, the Declarant may, until the Turnover Date, amend or modify any provision of this Declaration or the Governing Documents or grant exceptions or variances from any of the provisions of this Declaration and/or the other Governing Documents, without the approval of or liability to Owners of other Lots, or any person or entity, whether private or governmental.

10.4. Scrivener's Errors. This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Declarant for the purpose of correcting scrivener's errors.

10.5. Sales or Leases of Lots. The Declarant shall have the right to sell, lease or transfer any Lot owned by it on such terms and conditions as it deems in its own best interest.

## 11. CONTROL OF ASSOCIATION.

11.1. Control Generally; Turnover. Notwithstanding anything else set forth in the Governing Documents, the Declarant has the right to elect all of the members of the Board of Directors until three (3) months after ninety percent (90%) of all Lots have been conveyed to Members other than the Declarant ("Turnover Date"). From and after the Turnover Date, Members other than the Declarant shall be entitled to elect at least a majority of the members of the Board of Directors. The Declarant, however, shall be entitled to elect at least one (1) Member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Project. At or prior to the Turnover Date, all directors appointed by the Declarant (except for one (1), to the extent the preceding sentence is applicable) shall resign and an election for new directors shall occur at a meeting of the Members (the "Turnover Meeting").

11.2. Procedure for Calling Turnover Meeting. No more than forty-five (45) days and no less than thirty (30) days prior to the Turnover Meeting, the Association shall notify all Owners, in writing, of the date, time and place of the Turnover Meeting.

11.3. Voting After Turnover. After the Declarant relinquishes control of the Association, and commencing with the Turnover Meeting, the Declarant may exercise the right to vote its Voting Interest in the same manner as any other Member except for the purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors; provided, that the Declarant shall retain the right to elect at least one (1) member of the Board to the extent provided in Section 11.1 above. The Declarant shall also retain all rights held by it as "Declarant" (rather than as a Member) under the Governing Documents.

11.4. Early Turnover. The Declarant may turn over control of the Association to Owners other than the Declarant prior to the Turnover Date set forth above by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. In such case, Declarant shall have the voting rights set forth in Section 11.3 above. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any

manner in connection with such resignations, even if Owners other than the Declarant refuse or fail to assume control.

11.5. Conveyance of Common Areas. At or prior to the Turnover Meeting, the Declarant shall, by quit-claim deed, convey any and all Common Areas to the Association, to the extent Declarant has not previously taken such action.

11.6. Agreements Prior to Turnover. Any grant or reservation made by any document, and any contract with a term in excess of ten (10) years made by the Association prior to the Turnover Meeting that provided for the operation, maintenance or management of the Association or Common Areas must be fair and reasonable.

## 12. DURATION OF COVENANTS; AMENDMENT OF DECLARATION.

12.1. Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, and their respective legal representatives, heirs, successors and assigns, for 99 years. In the event of termination, the dedicated property and corresponding infrastructure will be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation. *NOTE: The foregoing provision for automatic renewals will not cause the Declaration to be preserved from extinguishment under the Florida Marketable Records Title Act ("MRTA"), unless MRTA is amended from time to time to provide as such. Accordingly, as required by Section 720.3032 of the Act, at the first Board meeting, excluding the organizational meeting that follows the annual meeting of the Members, the Board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under MRTA, and to authorize and direct the appropriate officer to file notice.*

### 12.2. Amendments to the Declaration

(A) Proposal. Notwithstanding the foregoing, this Declaration may be amended from time to time by a vote of the Members. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by ten percent (10%) of the Voting Interests. The proposed amendments must be submitted to a vote of the Members not later than the next annual meeting.

(B) Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of at least sixty percent (60%) of the Voting Interests present and voting at any annual or special meeting called for that purpose, provided that notice of each proposed amendment has been given to the Members in accordance with law. No amendment shall change any Lot or Owner's share of liability for assessments or any Owner's voting rights, unless the Owner consents to the amendment. So long as the Declarant owns any Lot, no amendment shall be effective unless the Declarant consents to the amendment unless otherwise provided by law.

(C) Amendment; Recording. The amendment of this Declaration shall be effective when the amendment is recorded in the Public Records of Okeechobee County, Florida. The amendment shall be signed by the President of the Association.

(D) Amendment Provisions Relating to Declarant. As long as the Declarant holds any Lot for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant without the Declarant's written consent. In addition, and notwithstanding anything else to the contrary set forth in this Declaration, the Declarant has an unrestricted

right to amend this Declaration until the Turnover Date. Any amendment hereto by the Declarant need be signed only by the Declarant and shall be recorded in the Public Records of Okeechobee County, Florida.

12.3. Surface Water Management System. Notwithstanding anything to the contrary, any amendment to this Declaration that affects the Surface Water Management System, including without limitation any water management facilities on or portions of the Common Areas, dedicated lake tracts, lake maintenance or drainage easements and corresponding infrastructure, must have the prior approval of the applicable governing entity, if any, such as the County, SFWMD or FDEP.

### 13. GENERAL PROVISIONS.

13.1. Waiver. Any waiver by Declarant of any provisions of this Declaration or of any breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

13.2. Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

13.3. Headings and Capitalization. The headings used herein, and the capitalization of certain words are for convenience only and shall not affect the meanings or interpretation of the contents hereof.

13.4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration or the other Governing Documents, shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address.

13.5. Interpretation and Use of Pronouns. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

13.6. Attorney's Fees and Costs. In the event of any litigation or arbitration between the Declarant, Association and/or any Member or Owner, the prevailing party shall have the right to recover from the non-prevailing party all reasonably attorney's fees and costs incurred by the prevailing party, including appellate fees and costs. Any amounts so owed to the Association shall be deemed secured by a lien on the Owner's or Member's Lot.

13.7. Directors and Officers Insurance. The Association is specifically empowered and authorized to obtain such fidelity bonds respecting its officers and directors and such reasonable officer's and director's liability insurance as the Board shall approve. The cost of all such insurance shall be deemed an Association expense and reimbursable by assessments established and imposed in accordance with the Governing Documents.

13.8. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY

DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS OR FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THESE PROTECTIVE COVENANTS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE AND NOTARY APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant does hereby execute this Declaration of Covenants, Conditions and Restrictions this \_\_\_\_ day of \_\_\_\_\_, 2023.

Witnesses:

HOLIDAY BUILDERS, INC., a Florida corporation

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

By:\_\_\_\_\_

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

Title:\_\_\_\_\_

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

STATE OF FLORIDA            )  
  ) §:  
COUNTY OF BREVARD        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by means of ☒ physical presence OR ☐ online notarization by \_\_\_\_\_ as \_\_\_\_\_ of HOLIDAY BUILDERS, INC., a Florida corporation, on behalf of said entity, who ☐ is personally known to me OR who ☐ has produced a Florida driver's license as identification.

[NOTARY STAMP / SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

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

\_\_\_\_\_  
Commission No

\_\_\_\_\_  
Expiration Date



**MORTGAGEE CONSENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR MALLARD LANDING**

The undersigned, \_\_\_\_\_ (“Mortgagee”), the owner and holder of that certain \_\_\_\_\_ Agreement to \_\_\_\_\_, mortgagee(s), recorded as Instrument No. \_\_\_\_\_ / in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, in the Public Records of Okeechobee County, Florida that encumbers the Properties described on Exhibit “A” to the Declaration of Covenants, Conditions, and Restrictions for Mallard Landing (the “Declaration”), hereby consents to the filing of the Declaration.

This Consent shall be binding upon the Mortgagee and its successors and assigns.

IN WITNESS WHEREOF, the Mortgagee has made and executed this Consent this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Witnesses:

MORTGAGEE:

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☒ physical presence OR ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who ☐ is personally known to me OR who ☐ has produced \_\_\_\_\_ driver’s license as identification.

NOTARY RUBBER STAMP SEAL  
OR EMBOSSED SEAL

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Commission No

\_\_\_\_\_  
Expiration Date

**EXHIBIT “A”**

**Legal Description of the Property**

**EXHIBIT “B”**

**ARTICLES OF INCORPORATION**

**OF**

**MALLARD LANDING OF OKEECHOBEE HOMEOWNERS’ ASSOCIATION, INC.**

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a Corporation under the Florida Not For Profit Corporation Act.

**ARTICLE I**

**NAME:** The name of the corporation is Mallard Landing of Okeechobee Homeowners’ Association, Inc., (hereinafter called the “Association”) and the street address of the initial principal office of the Association is 2293 West Eau Gallie Boulevard, Melbourne, Florida 32935. The principal office may be changed from time to time by the Board of Directors.

**ARTICLE II**

**DEFINITIONS:** Capitalized terms in these Articles shall have the definitions set forth in the “Declaration” (as hereinafter defined), Chapter 617, Florida Statutes, Florida Not For Profit Corporation Act, and Chapter 720, Florida Statutes, the Homeowners Associations Act (the “Act”).

**ARTICLE III**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not For Profit Corporation Act for the operation of Mallard Landing (the “Properties”) located in Okeechobee County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners association under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Declaration of Covenants (the “Declaration”), Bylaws and any Rules and Regulations (these Articles, the Declaration, Bylaws and any Rules and Regulations shall be collectively referred to herein as the “Governing Documents”); and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Governing Documents and any architectural review guidelines, as they may hereafter be amended, including but not limited to the following:

To make and collect assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

To protect, maintain, repair, replace and operate the Association property and all Common Areas, including without limitation, the Surface Water Management System in accordance with the Permits (as defined in the Declaration), pursuant to the responsibilities for such maintenance as such responsibility is prescribed to the Association by the Declaration.

To purchase insurance for the protection of the Association and its Members.

To repair and reconstruct improvements after casualty, and to make further improvements of the Common Areas and Association property.

To make, amend and enforce reasonable rules and regulations as set forth in the Declaration.

To enforce the provisions of the laws of the State of Florida that are applicable to the Community, and the Governing Documents.

To contract for the operation, management and maintenance of the Properties, the Association property and all Common Areas (including, without limitation, tracts, easements and the Surface Water Management System) and any corresponding infrastructure, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration to be exercised by the Board of Directors or the membership of the Association.

To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties.

To borrow money as necessary to perform its other functions hereunder and to pledge personal property of the Association in accordance therewith.

To grant, modify or move any easement.

To sue and to be sued.

To own, acquire and convey property, and to grant and acquire easements subject to any limitations contained in the Declaration.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents.

#### **ARTICLE IV**

##### **MEMBERSHIP:**

A. The Members of the Association shall be the record Owners of a fee simple interest in one or more Lots.

B. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Lot.

C. The Owners of each Lot, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

#### **ARTICLE V**

**TERM:** The term of the Association shall be perpetual.

#### **ARTICLE VI**

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

## ARTICLE VII

### DIRECTORS AND OFFICERS:

D. The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

E. Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Declarant, and at and following the Turnover Date shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

F. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

The initial Directors are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The initial Officers are as follows:

\_\_\_\_\_ - President  
\_\_\_\_\_ - Vice President  
\_\_\_\_\_ - Secretary/Treasurer

## ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

G. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least fifty (50%) percent of the Voting Interests of the Association.

H. Procedure. Upon any amendment to these Articles being proposed by said Board or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

I. Vote Required. Prior to transition of control of the Board of Directors from the Declarant, amendments shall be adopted by the Board of Directors. Subsequent to transition of control of the Board of Directors, a proposed amendment shall be adopted if it is approved by at least a majority of the Voting Interests in the Association who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose.

J. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Okeechobee County, Florida, with the formalities required for the execution of a deed.

## **ARTICLE IX**

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

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

B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

C. A transaction from which the Director or officer derived an improper personal benefit.

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

## **ARTICLE X**

On dissolution the assets (including dedicated property and corresponding infrastructure) of the Association shall be conveyed or dedicated to a similar non-profit corporation, association, trust or other organization organized and operated to assure the continued maintenance and operation of the Common Areas and other duties of the Association.

## **ARTICLE XI**

**INCORPORATOR:** The name and address of the Incorporator is as follows:

Sean M. Ellis, Esquire  
Roetzel & Andress, LPA  
2320 First Street, Suite 1000  
Fort Myers, Florida 33901

## **ARTICLE XII**

**REGISTERED OFFICE AND REGISTERED AGENT:** The name and address of the Registered Agent and the address of the Registered Office is:

CT Corporation System  
1200 South Pine Island Road  
Plantation, FL 33324

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a Corporation to do business with the State of Florida, under the law of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

INCORPORATOR:

\_\_\_\_\_  
Sean M. Ellis, Esquire

**ACCEPTANCE OF REGISTERED AGENT**

The undersigned, being the initial registered agent, hereby accepts the appointment as the Registered Agent for the Corporation.

CT CORPORATION

By:\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Title:\_\_\_\_\_

## **EXHIBIT “C”**

### **BYLAWS**

#### **OF**

#### **MALLARD LANDING OF OKEECHOBEE HOMEOWNERS’ ASSOCIATION, INC.**

1. **GENERAL**: These are the Bylaws of Mallard Landing of Okeechobee Homeowners’ Association, Inc., hereinafter the “Association”, a corporation not for profit organized under the laws of Florida for the purpose of operating Mallard Landing (the “Properties”) pursuant to Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act, and Chapter 720, Florida Statutes, the Homeowners Associations Act as amended from time to time (the “Act”).

1.1 **Principal Office**. The initial principal office of the Association is as set forth in the Articles of Incorporation.

1.2 **Seal**. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words “Florida” and “not for profit.” The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions**. Unless clearly indicated otherwise, the definitions set forth in the Declaration of Covenants (the “Declaration”), and the Act shall apply to terms used in these Bylaws. Except as expressly stated to the contrary herein, the terms “Parcels” and “Lots” shall be utilized interchangeably.

## 2. **MEMBERS**:

2.1 **Qualifications**. The Members of the Association shall be the record Owners of legal title to the Parcels in the Properties. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument evidencing legal title to the Parcel in the Member.

2.2 **Voting Interest**. The Members of the Association are entitled to one (1) vote for each Parcel owned by them. If a Parcel is owned by one natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons, that Parcel’s vote may be cast by any one of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Parcel is a corporation, partnership, limited liability company, trust or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, or trustee, as the case may be.

2.3 **Approval or Disapproval of Matters**. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all record Owners is specifically required.

2.4 **Change of Membership**. A change of membership in the Association shall be established by the new Member’s membership becoming effective as provided in 2.1 above. At that time, the membership of the prior Owner shall be terminated automatically.



2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Properties during the period of his membership, nor does it impair any rights or remedies that the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

### 3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Okeechobee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings shall be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least thirty-three percent (33%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each Member at the address that appears on the books of the Association, or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver.

3.4 Quorum. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least one-third (1/3rd) of the votes of the entire membership. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any voting Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast in person or by proxy at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the governing documents.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business that might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at reasonable times. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

4. **BOARD OF DIRECTORS:** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Parcel Owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors that shall constitute the whole Board of Directors shall be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Declarant. At the Turnover Meeting, and subsequently, Directors shall be elected in accordance with Florida law. All Directors elected by the Members shall serve one (1) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Prior to "Turnover" (as defined in the Declaration), Directors need not be Members. After Turnover, Directors must be Members. If a Lot is owned by a corporation, partnership or trust, any officer, director, partner, trustee, or trust beneficiary occupying the Lot, as the case may be, shall be eligible to be a Director.

4.3 Vacancies on the Board. If the office of any Director becomes vacant for any reason, other than recall by the membership at a membership meeting, a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum or the sole remaining Director, shall promptly choose a successor to serve the remaining unexpired term except that vacancies of all Directors appointed by the Declarant shall likewise be filled by the Declarant. In the alternative, the Board may hold an election to fill the vacancy for the remaining unexpired term in accordance with the election requirements of the Bylaws. If the Association fails to fill vacancies on the Board sufficient to constitute a quorum, or if no Member remains on the Board, the vacancy may be filled by the Members (via a special meeting of the membership) or any other manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Declarant, any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board existing prior to the election.

4.5.1. First Meeting After Organizational Meeting: Consideration of Preservation from Extinguishment under MRTA. So long as is required by Section 720.303(2)(e), F.S., as amended from time to time, at the first board meeting, excluding the organizational meeting that follows the annual meeting of the members, the board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under the Marketable Record Title Act ("MRTA"), Chapter 712, F.S., and to authorize and direct the appropriate officer to file notice in accordance with Section 720.3032, F.S.

4.6 Other Meetings. Meetings of the Board may be held at such time and place in Okeechobee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or electronic mail at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings with the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings shall be posted conspicuously within the Properties for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board. In the alternative to the posting requirements discussed above, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Lot Owner, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board meetings.

5. **OFFICERS:**

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a Member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, who may be designated by the Board in the Secretary's absence, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. **FISCAL MATTERS:** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to each Member not less than fourteen (14) days prior to that meeting. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Declarant, or another person, if any.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance. If the Members at any time vote to provide for reserves in accordance with Section 720.303, Florida Statutes, then thereafter reserves shall be funded and used in accordance with such statutory provisions, as amended from time to time.

6.4 Assessments. Regular annual assessments based on the adopted budget shall be paid quarterly, or annually if determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Lot's next due installment.

6.5 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments.

6.6 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.7 Financial Reporting. Within ninety (90) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Member a financial report for the previous twelve (12) months or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report shall consist of financial statements presented in conformity with generally accepted accounting principles; or a financial report of actual receipts and expenditures, cash basis, which report shows the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. **RULES AND REGULATIONS: USE RESTRICTIONS:** The Board of Directors may, from time to time, adopt and amend rules and regulations governing the Common Areas, Lots, structures and appearance of improvements, leases and leasing, procedures, and Association governance, and other reasonable rules and regulations subject to any limits contained in the Declaration. Copies of such rules and regulations shall be furnished to each Parcel Owner. Any rule or regulation created and imposed by the

Board must be reasonably related to the promotion of health, happiness and peace of mind of the Parcel Owners and uniformly applied and enforced.

8. **COMPLIANCE AND DEFAULT: REMEDIES:** In addition to the remedies provided elsewhere in the Governing Documents, the following provisions shall apply:

8.1 **Obligations of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension of Use Rights.**

(A) Each Member and the Member's tenants, Guests and invitees, are governed by, and must comply with Chapter 720, Florida Statutes, and the Governing Documents. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Member against:

- (i) The Association;
- (ii) A Member; and
- (iii) Any tenants, Guests, or invitees occupying a Parcel or using the Common Areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section does not deprive any person of any other available right or remedy.

(B) The Association may suspend, for a reasonable period of time, the rights of a Member or of a Member's, tenants, Guests or invitees to use Common Areas and facilities, and may levy reasonable fines against Owners, in those cases in which Owners commit violations of the Act governing homeowners associations, the provisions of the governing documents or Association rules and regulations, or condone such violations by their family members, tenants, Guests, or invitees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by the Declaration. A fine may be levied on the basis of each day of a continuing violation, with a single notice. The procedure for suspending use rights and imposing such fines shall be as follows:

(i) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and opportunity for hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of Florida law, the Declaration, Bylaws or rules that have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association; and,

(ii) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any

material considered by the Association. The Owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or Guest.

(C) If the Committee, by majority vote, does not approve the fine or suspension, it may not be imposed.

(D) Fines that remain unpaid, in whole or in part, after thirty (30) days from the date due shall be secured by a lien against the Parcel of the Owner responsible for payment of the fine. The lien shall be foreclosed in the same manner as a lien for assessments as provided elsewhere in the governing documents.

(E) The Association may suspend Common Area use rights and levy fines because of the failure of the Member to pay assessments or other charges when due in the manner set forth above, except that the Board of Directors may do so without the need for involvement of a Committee of Members other than the Board.

(F) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

(G) The Association may suspend the voting rights of a Member but only for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures that will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from unreasonable restraint and annoyance.

9. **AMENDMENT OF BYLAWS:** Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the Owners of at least one-fourth (1/4) of the Parcels.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or Parcel Owners, such proposed amendment or amendments shall be submitted to a vote of the Owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to turnover of control of the Board of Directors from the Declarant of the Properties, amendments shall be adopted by the Board of Directors. Subsequent to turnover of control of the Board of Directors from the Declarant, a proposed amendment to these Bylaws shall be adopted if it is approved by at least a majority of the Voting Interests present and voting in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the Members in accordance with law. As long as Declarant owns a Parcel no amendment shall be effective if it affects Declarant's rights or alters a provision herein made for Declarant's benefit.

9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form

required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Okeechobee County, Florida.

10. **MISCELLANEOUS:**

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws, and the Declaration shall prevail over the Articles.

10.4 Virtual Meetings. To the extent not prohibited by law, and notwithstanding any provision of these Bylaws or the Act that specifically references Member attendance, the Association may hold meetings of the Members, the Board of Directors, and those committee whose meetings must be called and held in the same manner as a meeting of the Board of Directors, virtually, only (or partially) allowing for remote attendance and participation, regardless of whether an emergency (as defined in these Bylaws) exists. The decision whether to hold any particular meeting virtually shall rest solely with the Board. Participating by such means shall constitute presence of a person at a meeting.





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**Old Republic National Title Insurance Company**  
**151 Southhall Lane Suite #250**  
**Maitland, Florida 32751**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

**Revised Date: October 28, 2022 1:10 pm**

***Transaction Identification Data for reference only:***

Issuing Agent: **HB Title, Inc** ALTA Universal ID: Commitment Number: Issuing Office File Number:  
**2022-15893**

Issuing Office: **2285 W. Eau Gallie Blvd** Loan Number: Revision Number: **1** Property Address:  
**Melbourne, FL 32935** **Okeechobee, FL 34974**

**NW 8TH Ave**  
**Okeechobee, FL 34974**

**NW 12th Ave**  
**Okeechobee, FL 34974**

**NW 7TH Ave**  
**Okeechobee, FL 34974**

**NW 15TH Ave**  
**Okeechobee, FL 34974**

**NW 7TH Ave**  
**Okeechobee, FL 34974**

**NW 7TH Ave**  
**Okeechobee, FL 34974**

**NW 7TH Ave**  
**Okeechobee, FL 34974**

**SCHEDULE A**

FILE NO.: 22105629 LL Examiner - Lindsey Lash llash@oldrepublictitle.com

1. Commitment Effective Date: September 30, 2022 at 5:00pm
2. Policy to be issued:

(a) ALTA 2006 OWNER'S POLICY  
(with Florida Modifications)  
Proposed Insured:

Proposed Policy Amount:  
\$550,000.00

Holiday Builders, Inc., a Florida corporation

(b) ALTA 2006 LOAN POLICY

Proposed Policy Amount:

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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

(with Florida Modifications)  
Proposed Insured:

N/A

N/A

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

John B. Lashley, as to Parcels 1 through 8

Okeechobee County, a body corporate under the laws of the State of Florida, and David O. Hamrick and H.G. Culbreth, as Co-Trustees of that Trust under the Last Will and Testament of Richard Ellis Hamrick dated August 5, 1978, as their interest may appear, as to Parcel 9

5. The Land is described as follows:

**Parcel 1:**

Lots 1, 2, 3, 4 and 5, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 2:**

Lots 6, 7, 8, 9 and 10, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 3:**

Lots 11, 12, and 13, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 4:**

Lots 14, 15 and 16, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 5:**

Lots 17, 18, 19, 20 and 21, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 6:**

Lots 22, 23, 24, 25 and 26, Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 7:**

Lots 1, 2 and 3, Block 6, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 8:**

Lots 4, 5, 6, Block 6, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 9:**

All the Alleyways in Block 5, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of St. Lucie County, Florida, and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, of the Public Records of Okeechobee County, Florida.

Issued through the Office of:

HB Title, Inc  
2285 W. Eau Gallie Blvd  
Melbourne, FL 32935  
Phone: 321-610-5915

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Authorized Signature

**SCHEDULE B - I**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from John B. Lashley, joined by spouse if married, or include non-homestead language to the proposed insured.
6. Evidence satisfactory to the company must be furnished showing proof of the legal existence of Holiday Builders, Inc., a Florida corporation.
7. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) or mortgagor(s) herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

8. Warranty Deed from David O. Hamrick and H.G. Culbreth as Co-Trustees of that Trust under the Last Will and Testament of Richard Ellis Hamrick dated August 5, 1978, to proposed insured. Note 1: If the Trustee (Grantor) has a beneficial interest in the trust assets and/or subject land is homestead property, the Grantor must join in the execution of said deed "individually, as a single person or joined by spouse, if married, and as Trustee of the Trust". If this is not the case then the deed should recite "Trustee (Grantor) does not have a beneficial interest in the trust assets and subject land is not homestead property" (please provide address). Note 2: Provided the Trustee(s) named in Schedule A, herein is/are the grantor(s) on the deed and they are the current Trustees of the Trust, a Trust Certificate (pursuant to F.S. 736.1017) is not required, as powers contained in the Vesting Deed are sufficient to convey, protect, sell, encumber or otherwise manage Trust property. (as to Parcel 9)
9. A proper resolution of the Board of County Commissioners of Okeechobee County, Florida, vacating all public rights of way lying within the lands described in Schedule "A" hereof must be filed of record. (as to Parcel 9)

**NOTE:** All recording references in this commitment/policy shall refer to the Public Records of Okeechobee County, unless otherwise noted.

**SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE**

**SCHEDULE B - II**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
7. Dedications and other matters contained on the plat of Town of Okeechobee, as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.
8. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
9. Resolution recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Okeechobee County, Florida. Note: The company reserves the right to make necessary changes upon review of said Resolution.

Parcel 1: Taxes for 2021 are PAID - Gross amount of \$125.41 - Tax ID No. 3-15-37-35-0010-00050-0010  
Parcel 2: Taxes for 2021 are PAID - Gross amount of \$131.69 - Tax ID No. 3-15-37-35-0010-00050-0060  
Parcel 3: Taxes for 2021 are PAID - Gross amount of \$128.39 - Tax ID No. 3-15-37-35-0010-00050-0110  
Parcel 4: Taxes for 2021 are PAID - Gross amount of \$128.39 - Tax ID No. 3-15-37-35-0010-00050-0140  
Parcel 5: Taxes for 2021 are PAID - Gross amount of \$219.46 - Tax ID No. 3-15-37-35-0010-00050-0170  
Parcel 6: Taxes for 2021 are PAID - Gross amount of \$125.41 - Tax ID No. 3-15-37-35-0010-00050-0220  
Parcel 7: Taxes for 2021 are PAID - Gross amount of \$131.69 - Tax ID No. 3-15-37-35-0010-00060-0010  
Parcel 8: Taxes for 2021 are PAID - Gross amount of \$131.69 - Tax ID No. 3-15-37-35-0010-00060-0040

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**Note:** The following is for informational purposes only and will not appear in the policy to be issued: The

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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment: O.R. Book 209, Page 685; O.R. Book 243, Page 138; O.R. Book 243, Page 139; O.R. Book 258, Page 716; O.R. Book 260, Page 701; O.R. Book 565, Page 1654



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**Old Republic National Title Insurance Company**  
**151 Southhall Lane Suite #250**  
**Maitland, Florida 32751**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**Revised Date: November 08, 2022 11:41 am**

***Transaction Identification Data for reference only:***

Issuing Agent: <b>HB Title, Inc</b>	ALTA Universal ID:	Commitment Number:	Issuing Office File Number: <b>2022-15892</b>
Issuing Office: <b>2285 W. Eau Gallie Blvd Melbourne, FL 32935</b>	Loan Number:	Revision Number: <b>I</b>	Property Address: <b>Okeechobee, FL 34974</b>

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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*



## SCHEDULE A

FILE NO.: 22105568 NV Examiner - Nicholas Valdes nvaldes@oldrepublictitle.com

1. Commitment Effective Date: September 30, 2022 at 5:00pm

2. Policy to be issued:

(a) ALTA 2006 OWNER'S POLICY  
(with Florida Modifications)  
Proposed Insured:

Proposed Policy Amount:  
\$1,900,000.00

Holiday Builders, Inc., a Florida corporation

(b) ALTA 2006 LOAN POLICY  
(with Florida Modifications)  
Proposed Insured:

Proposed Policy Amount:  
N/A

N/A

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

David Michael Rubin and Okeechobee Lots LLC, a Florida limited liability company, as their interests may appear (as to Parcels 1-15);

Okeechobee Lots, LLC, a Florida limited liability company, and David O. Hamrick and H.G. Culbreth, as Co-Trustees of that Trust under the Last Will and Testament of Richard Ellis Hamrick dated August 5, 1978, and Okeechobee County, a body corporate under the laws of the State of Florida, as their interest may appear (as to Parcel 16)

5. The Land is described as follows:

**Parcel 1:**

Lots 1 through 13, Block 4, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 2:**

Lots 13 through 26, Block 4, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 3:**

Lots 1 through 13, Block 13, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 4:**

Lots 14, through 26, Block 13, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 5:**

Lots 1 through 10, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 6:**

Lots 11 through 16, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 7:**

Lots 17 through 26, Block 12, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 8:**

Lots 1 through 6, Block 11, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 9:**

Lots 1 through 6, Block 22, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 10:**

Lots 1, 2 and 3, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 11:**

Lots 9 and 10, Block 21, LESS the East 32.50 feet of said Lot 9, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 12:**

Lots 11 through 16, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 13:**

Lots 17 through 26, Block 21, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 14:**

Lots 1 through 13, Block 20, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 15:**

Lots 14 through 26, Block 20, Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.

**Parcel 16:**

All the Alleyways in Block 4, and all the Alleyways in Block 12, and all the Alleyways in Block 13, and all the Alleyways in Block 20, and all the Alleyways in Block 21, all in Town of Okeechobee, according to the map or plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10, and Plat Book 5, Page 5, of the Public Records of Okeechobee County, Florida.

Issued through the Office of:  
HB Title, Inc  
2285 W. Eau Gallie Blvd  
Melbourne, FL 32935  
Phone: 321-610-5915

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Authorized Signature

**SCHEDULE B - I**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Deed from David Michael Rubin, joined by spouse if married, or include non-homestead language to Okeechobee Lots LLC, a Florida limited liability company to clear title due to the incorrect execution and acknowledgment contained in that certain Quit Claim Deed recorded in O.R. Book 815, Page 663, Public Records of Okeechobee County, Florida. (as to Parcels 1-15)
6. Warranty Deed from Okeechobee Lots LLC, a Florida limited liability company to the proposed insured. (as to Parcel 1-16)
  - i) The agent must
    - (1) Determine that Okeechobee Lots LLC is in good standing in the state of Florida; and
    - (2) Establish that the person(s) executing the deed or mortgage to be issued are authorized by law to execute said instruments on behalf of the company.
7. Evidence satisfactory to the company must be furnished showing proof of the legal existence of Holiday Builders, Inc., a Florida corporation.
8. Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.
9. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) or mortgagor(s) herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

10. Warranty Deed from David O. Hamrick and H.G. Culbreth as Co-Trustees of that Trust under the Last Will and Testament of Richard Ellis Hamrick dated August 5, 1978, to the proposed insured. Note 1: If the Trustee (Grantor) has a beneficial interest in the trust assets and/or subject land is homestead property, the Grantor must join in the execution of said deed "individually, as a single person or joined by spouse, if married, and as Trustee of the Trust". If this is not the case then the deed should recite "Trustee (Grantor) does not have a beneficial interest in the trust assets and subject land is not homestead property" (please provide address). Note 2: Provided the Trustee(s) named in Schedule A, herein is/are the grantor(s) on the deed and they are the current Trustees of the Trust, a Trust Certificate (pursuant to F.S. 736.1017) is not required, as powers contained in the Vesting Deed are sufficient to convey, protect, sell, encumber or otherwise manage Trust property.

Note: This Deed is required because Insite Development GRP, LLC, a Florida limited liability company was not in existence at the time title was acquired in 2010 by Quit Claim Deed recorded October 6, 2010, in Official Records Book 692, Page 212 and Official Records Book 692, Page 214, of the Public Records of Okeechobee County, Florida. (as to Parcel 16)

11. A proper resolution of the Board of County Commissioners of Okeechobee County, Florida, vacating all public rights of way lying within the lands described in Schedule "A" hereof must be filed of record. (as to Parcel 16)

**NOTE:** All recording references in this commitment/policy shall refer to the Public Records of Okeechobee County, unless otherwise noted.

**SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE**

**SCHEDULE B - II**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
7. Dedications and other matters contained on the plat of Town of Okeechobee, as recorded in Plat Book 2, Page 17, Public Records of St. Lucie County, Florida and recorded in Plat Book 1, Page 10 and Plat Book 5, Page 5, Public Records of Okeechobee County, Florida.
8. Utility Easement and Resolution recorded in O.R. Book 229, Page 524, Public Records of Okeechobee County, Florida. (as to Parcels 6 and 12)
9. Assignment of Certain Rights recorded in O.R. Book 302, Page 638, Public Records of Okeechobee County, Florida.
10. Assignment of Development Rights recorded in O.R. Book 519, Page 117, Public Records of Okeechobee County, Florida.
11. Grant of Easement recorded in O.R. Book 551, Page 740, Public Records of Okeechobee County, Florida. (as to Parcels 14 and 15)
12. Lift Pump Station contained in Corporate Warranty Deed recorded in O.R. Book 551, Page 737, as affected by Corrective Corporate Warranty Deed recorded in O.R. Book 601, Page 1773, Public Records of Okeechobee County, Florida. (as to Parcels 14 and 15)

13. Easement recorded in O.R. Book 614, Page 242, Public Records of Okeechobee County, Florida. (as to Parcels 10, 11, 12 and 13)
14. Covenants, conditions, right of reversion and other matters contained in Ordinance No. 971 recorded in O.R. Book 624, Page 871, Ordinance No. 1106 recorded in O.R. Book 739, Page 1895 and Ordinance No. 1106 recorded in O.R. Book 739, Page 1728, Public Records of Okeechobee County, Florida.
15. Notice of Environmental Resource or Surface Water Management Permit recorded in O.R. Book 656, Page 957, Public Records of Okeechobee County, Florida.
16. Assignment of Rights and Agreements Affecting Real Estate recorded in O.R. Book 726, Page 1970, Public Records of Okeechobee County, Florida.
17. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
18. Resolution recorded in Official Records Book \_\_\_\_, Page \_\_\_\_, of the Public Records of Okeechobee County, FLorida. Note: The company reserves the right to make necessary changes upon review of said Resolution.
19. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Parcel 1: Taxes for 2021 are PAID - Gross amount of \$326.08 - Tax ID No. 3-15-37-35-0010-00040-0010  
Parcel 2: Taxes for 2021 are PAID - Gross amount of \$326.08 - Tax ID No. 3-15-37-35-0010-00040-0140  
Parcel 3: Taxes for 2021 are PAID - Gross amount of \$560.17 - Tax ID No. 3-15-37-35-0010-00130-0010  
Parcel 4: Taxes for 2021 are PAID - Gross amount of \$560.17 - Tax ID No. 3-15-37-35-0010-00130-0140  
Parcel 5: Taxes for 2021 are PAID - Gross amount of \$428.49 - Tax ID No. 3-15-37-35-0010-00120-0010  
Parcel 6: Taxes for 2021 are PAID - Gross amount of \$330.63 - Tax ID No. 3-15-37-35-0010-00120-0110  
Parcel 7: Taxes for 2021 are PAID - Gross amount of \$749.84 - Tax ID No. 3-15-37-35-0010-00120-0170  
Parcel 8: Taxes for 2021 are PAID - Gross amount of \$460.88 - Tax ID No. 3-15-37-35-0010-00110-0010  
Parcel 9: Taxes for 2021 are PAID - Gross amount of \$460.88 - Tax ID No. 3-15-37-35-0010-00220-0010  
Parcel 10: Taxes for 2021 are PAID - Gross amount of \$219.46 - Tax ID No. 3-15-37-35-0010-00210-0010  
Parcel 11: Taxes for 2021 are PAID - Gross amount of \$91.44 - Tax ID No. 3-15-37-35-0010-00210-0100  
Parcel 12: Taxes for 2021 are PAID - Gross amount of \$330.63 - Tax ID No. 3-15-37-35-0010-00210-0110  
Parcel 13: Taxes for 2021 are PAID - Gross amount of \$522.55 - Tax ID No. 3-15-37-35-0010-00210-0170  
Parcel 14: Taxes for 2021 are PAID - Gross amount of \$654.23 - Tax ID No. 3-15-37-35-0010-00200-0010  
Parcel 15: Taxes for 2021 are PAID - Gross amount of \$654.23 - Tax ID No. 3-15-37-35-0010-00200-0140

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment: O.R. Book 807, Page 724; O.R. Book 815, Page 663