

THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

250 International Parkway #208, Lake Mary, FL 32746

NATURAL AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural buffer or environmentally sensitive areas that are scattered in large numbers throughout the Community. This policy statement is consistent with the policies of other governments including Pasco County and the State of Florida as it regards natural upland and wetland conservation and preservation areas. Natural Areas throughout the District can be categorized into three different subsets:

Category I: District-Owned Conservation Areas

Displayed within Exhibit "A", these natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Any vegetation that dies or is damaged by storms or other "acts of God" is to remain in its existing configuration within these areas to fulfill its role in nature's process. The District may conduct specific, permitted maintenance activities to remove or eradicate nuisance vegetation. The District may remove vegetation which it determines may pose a danger to persons and/or private property.

Category II: District-Owned Conservation Buffer Areas

Displayed within **Exhibit "A"**, these areas buffer private and District-Owned property and are or may be maintained on a routine schedule as set by the Board of Supervisors and regulated by Federal and State law in order to prevent the invasion of nuisance vegetation and encroachment of the same onto Private and District-Owned property.

Category III: Privately-Owned Wetland Buffer Areas

In many instances, a portion of a resident's property may contain a wetland buffer and wetland setback line that, while within the resident's ownership boundary, is governed and regulated by the Southwest Florida Water Management District (SWFWMD) or the Army Corps of Engineers (ACOE). An example of these types of wetland buffers is included within **Exhibit "B"**. The District does not maintain these areas for the private property owner(s) nor can it be held liable for their maintenance or lack thereof, but may if mutually agreed upon provide supervision, guidance or fees for services for the removal of invasive species or allowed maintenance. Residents are not permitted to enclose a buffer area with fencing. Any limited, minor encroachment of fencing along the buffer line must be approved by the District under the direction of the District's Environmental Consultant/Contractor. Minor fencing encroachments may not impede drainage, limit the natural movement of wildlife, or be detrimental to the natural environment.

Category I and II Conservation Area Tree Removal Policy

Trees and/or tree limbs within Category I Conservation Areas and Category II Conservation Buffer Areas that appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the District. Any abutting property owner who observes a tree in this condition should contact the District Manager at (813) 758-4841 or the Lodge at (813) 995-2437. Once it is determined that the work is permitted by the appropriate governing entity and necessary to prevent property damage or loss, the District Manager may direct the work to be completed. In the event that a tree and/or tree limb that is rooted on District-Owned property does fall on private property, the District may remove the downed plant material creating the encroachment upon receipt of the appropriate releases to the District from the property owner. This statement does not supersede or void the "District Wetlands Agreement" for docks that in many cases transect Category I and Category II District-Owned Property and holds the District harmless from any property damage. The goal is to prohibit or minimize disturbance to these areas. Tree and/or tree limb removal may only be conducted to prevent a tree that is rooted on District-Owned property from damaging private property.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or "limb" the tree, as necessary to their individual property line. (The District may remove the tree which it determines may pose a danger to private property or person). The rest of the tree is to be left alone. Notwithstanding, removal of native vegetation within and immediately surrounding these areas is discouraged and may be restricted or prohibited by Pasco County, and ultimately the Southwest Florida Water Management District (SWFWMD) to protect the upland/wetland area or water body. Ultimately, no one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind. The above policy statement may be amended as the District Board of Supervisors deems necessary.

THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT CONSERVATION AREA MAINTENANCE POLICY

The Preserve at Wilderness Lake Community Development District (the “**District**”) owns or maintains various conservation areas and buffer areas (collectively the “**Conservation Areas**”) within the District as identified on the plats of the District as recorded in the Public Records of Pasco County, Florida (the “**Plats**”). These Conservation Areas provide aesthetic benefits, preserve wildlife habitat, and protect wetland recharge areas for the District. Property owners (or their tenants, guests or invitees) may not use, occupy or otherwise disturb or alter the Conservation Areas without the express written consent of the District.

Pursuant to Article IV, Section 4 of the Declaration of Covenants, Conditions, and Restrictions of Wilderness Lake Preserve (the “**Declaration**”), the Conservation Areas must be monitored, managed, and maintained by the District in accordance with all applicable local, state and federal laws. In addition, Article IV, Section 4 of the Declaration specifically requires that no property owner or any tenant, guest or invitee may use or occupy any part of the Conservation Areas (including buffer areas adjacent to the Conservation Areas) except as expressly permitted or authorized by the District. If these Conservation Areas are not properly monitored, managed and maintained, the District could be subject to severe fines or penalties from regulatory agencies. In order to protect the Conservation Areas and property owners, the District has adopted the following policies for property owners who wish to trim the vegetation or otherwise increase the level of maintenance for the Conservation Areas near their homes:

1. The District conducts routine inspections and maintenance of all Conservation Areas within the District. Property owners may not perform maintenance or disturb any Conservation Areas even if the Conservation Area is located on or adjacent to the property owner’s lot without written permission from the District. If a property owner is not sure if a Conservation Area is located on or adjacent to their lot, the property owner should contact the District Manager at _____.
2. The District Manager may arrange an inspection of that Conservation Area with the District’s environmental consultant and contractor (the “**Contractor**”). At the inspection, the District Manager and the Contractor may review the Plats and determine if any additional maintenance work may be performed on the Conservation Area located on or adjacent to the lot in accordance with applicable law. If the property owner desires to hire their own contractor to perform the work, the property owner should also submit the name of the contractor to the District Manager at the inspection.
3. After the inspection, the District Manager may send the property owner a notice of: (1) the \$_____ cost for the District’s review (the “**Review Fee**”), (2) a cost estimate for the requested Conservation Area maintenance, including any consulting or permitting fees (the “**Additional Maintenance Fee**”), (3) a description of the general scope of the proposed Conservation Area maintenance (the “**Work**”), and (4) the District Conservation Area Maintenance Authorization

Agreement.

4. Following the District's receipt of the Additional Maintenance Fee and the Review Fee and the executed Conservation Area Maintenance Agreement, the District shall schedule the Work at a time that is mutually acceptable to the District and the Contractor.
5. If the property owner elects to hire their own contractor to perform the Work, the property owner must return the executed Conservation Area Maintenance Authorization Agreement and a non-refundable check, cashier's check or money order made payable to District for the amount of the Review Fee. The property owner may not make any changes to the form of the District's approved Conservation Area Maintenance Authorization Agreement. The property owner must not sign an agreement with a contractor until they have received a copy of the signed and approved Conservation Area Maintenance Authorization Agreement from the District Manager. The property owner shall notify the District when the Work has been completed. If the property owner decides not to have the Work performed, the Review Fee shall be waived.
6. The District, in its sole and absolute discretion, shall determine whether the Work has been satisfactorily completed. The Resident shall not be entitled to a refund of the Additional Maintenance Fee or Review Fee for any reason.

If, a Conservation Area is disturbed, modified or maintained by a property owner, their tenant, guest or invitee (or an unauthorized contractor hired by a property owner or their tenant, guest or invitee) without the express written consent of the District, the Board shall notify the property owner that they are in violation of this policy. The District may notify the property owner in writing when the District Board of Supervisors may review and determine the charges to that property owner for the damage to the Conservation Area. The property owner may then have an opportunity to dispute whether he or she (or their tenant, guest or invitee) caused the damage to the Conservation Area at the noticed Board meeting. If the Board finds that the property owner is in violation of this policy, the Board shall charge the property owner for: (1) any fines levied against the District by a regulatory agency for the damage or disturbance to the Conservation Area, (2) the actual cost to restore the Conservation Area to the same condition that existed prior to the unauthorized activity of the property owner (or their tenant, guest, or invitee), and (3) any legal fees and costs incurred by the District as a result of the disturbance or damage to the Conservation Area (collectively, the "**Charges**"). If the property owner does not reimburse the District the full amount of the Charges within sixty (60) days from the date that the Board levies the charges against the property owner, the District shall bring a civil action against the property owner to collect the full amount of the Charges plus accrued interest on the unpaid Charges pursuant to section 190.036, Florida Statutes. As authorized by section 190.036, Florida Statutes, if the District is required to collect the Charges through a civil action, the District shall be entitled to recover from the property owner all collection costs incurred by the District, including reasonable attorney's fees and costs and interest on the accrued Charges.

THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT
DISTRICT CONSERVATION AREA MAINTENANCE
AUTHORIZATION AGREEMENT

This Preserve at Wilderness Lake Community Development District Conservation Area Maintenance Authorization Agreement (the “**Agreement**”) is entered into as of the ____ day of _____, 20__, between _____ (the “**Resident**”), whose mailing address is _____ and The Preserve at Wilderness Lake Community Development District (the “**District**”) whose mailing address is 250 International Parkway #208, Lake Mary, FL 32746.

Background Information

The District owns or maintains various conservation areas and buffer areas (collectively, the “**Conservation Areas**”) that are located within the District. The Conservation Areas provide valuable aesthetic and environmental benefits, including preservation of wildlife habitat and protection of wetland recharge areas. These Conservation Areas are located on various tracts owned by the District, as well as portions of certain building lots owned by residents.

According to Article IV, Section 4 of the Declaration of Covenants, Conditions, and Restrictions of Wilderness Lake Preserve, the Conservations Areas shall be monitored, managed, and maintained by the District in accordance with all applicable local, state and federal laws. Residents or their tenants, guests, or invitees are not authorized to use or occupy the Conservation Areas without the express, written consent of the District. If these Conservation Areas are not properly monitored, managed, and maintained, the District could be subject to severe fines or penalties. In accordance with the District’s Conservation Area Maintenance Policy, the Resident has requested the District’s permission to hire a contractor to perform additional maintenance in the conservation area located at _____ (the “**Maintenance Area**”).

Operative Provisions

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged and the mutual promises contained herein, the parties agree as follows:

1. **Incorporation of Background Information.** The foregoing statement of Background Information is true and correct and is made a part of this Agreement for all purposes.
2. **Payment of Review Fees.** The Resident shall pay the sum of \$_____ (the “**Review Fee**”) to the District for its review of the proposed Work (as defined below).
3. **Maintenance of Conservation Areas.** The Resident may hire _____ (the “**Contractor**”) to perform the work generally described on **Exhibit “A”** attached hereto (the “**Work**”) in the Maintenance Area as agreed upon

at the inspection meeting between the District Manager and the Resident. The Work must be completed within ninety (90) days of the date of this Agreement.

Residents are not permitted to enclose a buffer area with fencing. Any limited, minor encroachment of fencing along the buffer line must be approved by the District under the direction of the District's Environmental Consultant/Contractor. Minor fencing encroachments may NOT impede drainage, limit the natural movement of wildlife, or be detrimental to the natural environment.

4. Inspection of the Work. The District may inspect the Work after it is completed. If the Maintenance Area incurs any damage as a result of the Work, the Resident shall pay the District for the full amount of money necessary to restore the Maintenance Area to the condition it was prior to the damage to the Maintenance Area.

5. Release of District. To the fullest extent permitted by law, the Resident hereby waives, releases, and discharges the District from any and all losses, claims, liability or damages, including but not limited to losses, claims, liability or damages to personal property or for any personal injury or harm suffered in connection with the Work.

6. Applicable Laws. The Resident shall require the Contractor to agree to abide by all applicable laws, rules, and regulations.

7. Insurance. The Resident shall require the Contractor to provide insurance coverage pursuant to the following requirements:

The insurance required in this Agreement shall be on an "occurrence" basis, if available, and if not, on a "claims made" basis and shall be written for the following limits of liability as a minimum:

bodily injury
- \$1 million each occurrence
- \$1 million each aggregate

property damage
- \$500,000 each occurrence
- \$500,000 each aggregate

8. Additional Insurance Terms. All insurance policies shall name the District as an additional insured and provide that they cannot be canceled or materially altered except after thirty (30) days advance written notice to the District.

9. Controlling Law of Agreement. This Agreement shall be governed by and construed under the laws of Florida with venue in the county where the District is located.

10. Payment of Costs and Fees. If the District is required to enforce this Agreement by court proceeding or otherwise, then the District shall be entitled to recover from the Resident

all costs incurred by the District, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

District Resident

**The Preserve at Wilderness Lake
Community Development District**

Printed Name: _____

By: _____
Name: _____
Lodge Manager

Printed Name: _____

Prepared by and return to:

DISTRICT WETLANDS AGREEMENT

This District Wetlands Agreement (the “**Agreement**”) is entered into as of the ____ day of _____, 20____, between _____, its successors and assigns (the “**Landowner**”), whose mailing address is _____ and The Preserve at Wilderness Lake Community Development District (the “**District**”) whose mailing address is 250 International Parkway #208, Lake Mary, FL 32746.

Background Information

Landowner is the fee simple landowner of the real property depicted on **Exhibit “A”** (the “**Property**”). The District has an easement across the Property (the “**District Easement**”) and the District owns the wetland area adjacent to the Property (the “**District Wetlands**”). Landowner desires to construct the improvements attached as **Exhibit “B”** (the “**Improvements**”) within the District Easement and the District Wetlands.

Operative Provisions

For and in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged and the mutual promises contained herein, the parties agree as follows:

1. **Incorporation of Background Information.** The foregoing statement of background information is true and correct and is made a part of this Agreement for all purposes.
2. **Construction and Maintenance of Improvements.** Landowner shall construct and maintain the Improvements in a good and workmanlike manner, using sound engineering, construction, and maintenance techniques and practices, and the Improvements will not impede, impair, obstruct, damage or interfere with District drainage facilities or homeowners’ association facilities within the District Easement or District Wetlands or the use of the District Easement or District Wetlands for public purposes and the Improvements shall be constructed and maintained in compliance with all applicable homeowners’ association deed restrictions.

3. **Removal of Improvements.** The District expressly reserves the right to require Landowner, at Landowner's sole cost and expense, to remove the Improvements, upon thirty (30) days written notice to Landowner in the event the District determines with just cause that the Improvements: (1) have not been constructed or maintained strictly in accordance with this Agreement; (2) are impeding, impairing, obstructing, damaging or interfering with District or Pasco County facilities or structures; (3) are interfering with the use of the District Easement or District Wetlands for public purposes; or (4) the Improvements are not being maintained in compliance with all applicable homeowners' association deed restrictions. In the event Landowner fails to comply with District's notice and direction in a timely manner, the District may remove the Improvements at Landowner's sole cost and expense.
4. **Term of Agreement.** This Agreement shall remain in effect for the duration of the Improvements unless the District terminates this Agreement.
5. **Termination of Agreement.** Landowner shall complete the construction of the Improvements within one (1) year of the date of this Agreement. If Landowner does not complete the construction of the Improvements within one (1) year of the date of this Agreement, this Agreement shall be terminated. In addition, the District may terminate this Agreement for any reason upon thirty (30) days written notice to the Landowner. Upon termination of this Agreement by the District, the District may record a Notice of Termination of the Agreement in the public records of the county where the District is located.
6. **Insurance.** At all times, the Landowner, and their respective successors and assigns, shall provide insurance coverage for the District: The insurance required in this Agreement shall be on an "occurrence" basis, if available, and if not, on a "claims made" basis and shall be written for the following limits of liability as a minimum: bodily injury \$1 million each occurrence and \$1 million aggregate property damage.
7. **Recording of Agreement.** District may record this Agreement in the public records of the county where the District is located.
8. **Payment of Permit Fees.** Prior to the construction of the Improvements, Landowner shall apply for and obtain, at its sole cost and expense, all applicable federal, homeowners' associations, state and/or local permits necessary to construct and maintain the Improvements.
9. **Indemnification for Improvements.** Landowner agrees to indemnify, defend and hold harmless the District, its Board of Supervisors and its members, employees, agents and assigns for: (1) any liability which may be incurred as a result of the approval, preparation and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the District Easement or District Wetlands or to any District or Pasco County facilities or structures located within the District Easement or District Wetlands; and (4) any claims for injury to any person using the Improvements or resulting from the Improvements located in the District Easement or District Wetlands.

10. Beneficiaries of Agreement. The provisions of this Agreement are covenants running with the land and shall be binding on and inure to the benefit of both parties and their respective successors and assigns.

11. Controlling Law of Agreement. This Agreement shall be construed under the laws of the state of Florida with venue in the county where the District is located.

12. Payment of Costs & Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

LANDOWNER

By:_____

Print Name:_____

Print Name:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public Signature

Notary Stamp

LANDOWNER

By:_____

Print Name:_____

Print Name:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization on this ____ day of _____, 20__, by _____
_____, ☐ who is personally known to me or ☐ who has produced
_____ as identification.

Notary Public Signature

Notary Stamp

WITNESSES:

**THE PRESERVE AT WILDERNESS
LAKE COMMUNITY DEVELOPMENT
DISTRICT**

Print Name:_____

By:_____

Print Name:_____
Lodge Manager

Print Name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization on this ____ day of _____, 20__, by _____, as
Lodge Manager of The Preserve At Wilderness Lake Community Development District, ☐ who
is personally known to me or ☐ who has produced
_____ as identification.

Notary Public Signature
