

**AMENDMENTS TO THE BYLAWS OF
BRIAR BAY COMMUNITY ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text shown by "***")

4. MEMBERSHIP MEETINGS.

4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held in the first third calendar quarter of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of the ~~first~~ third calendar quarter of any year, then within thirty (30) days after the written request of any member, or any Officer or director of the COMMUNITY ASSOCIATION, the Secretary shall call an annual meeting. ~~During the period when DECLARANT appoints a majority of the directors, no annual meetings will be required.~~

* * *

5. BOARD.

5.1 Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of ~~not less than three~~ seven (7) directors. Directors ~~do not have to~~ must be members of the COMMUNITY ASSOCIATION. ~~So long as DECLARANT is entitled to appoint directors pursuant to the ARTICLES or in accordance with applicable law, the number of directors will be determined, and may be changed from time to time, by DECLARANT by written notice to the BOARD. Thereafter, so long as the PARCEL DEVELOPERS are entitled to appoint directors pursuant to the ARTICLES or in accordance with applicable law, the number of directors will be equal to the number of PARCEL DEVELOPERS, plus one if there are an even number of PARCEL DEVELOPERS, but in any event not less than three. Thereafter, the number of directors shall be determined by the members and may be changed at any meeting where the members are to elect any directors. At the annual meeting and election following the recordation of this amendment, the four (4) directors receiving the greatest number of votes shall be elected for a two (2) year term and the three (3) remaining directors shall be elected for a one (1) year term. If there are the same or fewer number of candidates to fill the vacancies on the Board at such meeting, the directors shall determine by drawing straws which directors shall serve for a two (2) or one (1) year term, unless otherwise provided by law as amended from time to time. Thereafter, each director elected shall serve a two (2) year term with the intent that directors serve staggered two (2) year terms such that every other year either three (3) or four (4) directors are elected for a two (2) year term.~~

* * *



CFN 20150442663
 OR BK 27966 PG 0154
 RECORDED 12/03/2015 14:46:22
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0154 - 155; (2pgs)

This instrument was prepared by and return to:
ALLISON L. HERTZ, ESQUIRE
 Rosenbaum Mollengarden PLLC
 250 S. Australian Avenue - 5th Floor
 West Palm Beach, FL 33401
 (WPC 195)

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
 BRIAR BAY COMMUNITY ASSOCIATION, INC.**

WHEREAS, the **MASTER DECLARATION FOR BRIAR BAY** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **13056**; Page **0001** et. seq.

WHEREAS, the Bylaws of Briar Bay Community Association, Inc. (the "Association") are attached to the Declaration as Exhibit C;

WHEREAS, at a duly called and noticed meeting of the Board of Directors of the Association, held on AUG 27, 2015, the Board of Directors approved the attached amendment to the Bylaws;

WHEREAS, at a duly called and noticed meeting of the membership of the Association, held on May 12, 2015, the aforementioned amendment to the Bylaws was also approved by the membership pursuant to the provisions thereof; and

NOW, THEREFORE, the undersigned hereby certify that the following Amendment to the Bylaws is a true and correct copy of the amendment as amended by the Board of Directors and membership:

(See Attached Amendment to the Bylaws)

[Signature]
 Witness

ANDRES KING
 (PRINT NAME)

[Signature]
 Witness

James Featherstone
 (PRINT NAME)

**BRIAR BAY COMMUNITY
 ASSOCIATION, INC.**

By: [Signature]
 President

Edward Zakarian
 (PRINT NAME)

Attest: [Signature]
 Secretary

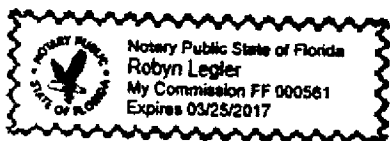
Maxine E. Wilson
 (PRINT NAME)

STATE OF FLORIDA:
 COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 27th day of AUGUST, 2015, by Edward Zakarian and Maxine Wilson, as President and Secretary, respectively, of Briar Bay Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

[Signature] (Signature)

Robyn Legler (Print Name)
 Notary Public, State of Florida at Large



**AMENDMENT TO THE BYLAWS OF
BRIAR BAY COMMUNITY ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text shown by " * * *")

5. ~~BOARD.~~

* * *

5.2. Election of Directors. Election of directors to be elected by the members other than the DECLARANT shall be conducted in the following manner:

* * *

5.2.4. ~~All directors elected by the members other than the Declarant and the parcel developers shall be elected "at large". The election of any such director(s) shall be by ballot that the member cast, in person or by proxy, and by a plurality of the votes cast. There will be no quorum requirements at a meeting to elect such directors.~~

* * *



This instrument was prepared by and return to:
ALLISON L. HERTZ, ESQUIRE
 Rosenbaum Mollengarden PLLC
 250 S. Australian Avenue - 5th Floor
 West Palm Beach, FL 33401
 (WC 195)

CFN 20150388793
 OR BK 27879 PG 0624
 RECORDED 10/21/2015 14:53:25
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0624 - 631; (8pgs)

**CERTIFICATE OF AMENDMENT TO THE MASTER DECLARATION FOR
 BRIAR BAY**

WHEREAS, the **MASTER DECLARATION FOR BRIAR BAY** (the "Master Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **13056**, Page **0001** et. seq.;

WHEREAS, at a duly called and noticed meeting of the Board of Directors of the Association, held on July 9, 2015, the Board of Directors approved the attached amendments to the Master Declaration;

WHEREAS, at a duly called and noticed meeting of the membership of the Association held on June 9, 2015, and adjourned and reconvened on August 27, 2015, the aforementioned amendments to the Master Declaration were also approved by the membership pursuant to the provisions thereof; and

NOW, THEREFORE, the undersigned hereby certify that the following Amendments to the Master Declaration are a true and correct copy of the amendments as amended by the Board of Directors and membership:

(See Attached Amendments to the Master Declaration)

**BRIAR BAY COMMUNITY
 ASSOCIATION, INC.**

By: [Signature]
 President

JOE PETRICK
 (PRINT NAME)

Attest: [Signature]
 Secretary

Maxine E. Wilson
 (PRINT NAME)

[Signature]
 Witness

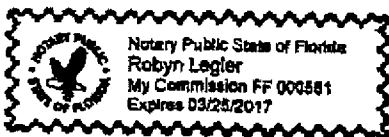
ANDREA KING
 (PRINT NAME)

[Signature]
 Witness

James Featherstone
 (PRINT NAME)

STATE OF FLORIDA:
 COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 23 day of September, 2015, by Joe Petrick and Maxine E. Wilson as President and Secretary, respectively, of Briar Bay Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.



[Signature] (Signature)
Robyn Legler (Print Name)
 Notary Public, State of Florida at Large

**AMENDMENTS TO THE
MASTER DECLARATION FOR BRIAR BAY**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text shown by " * * *")

1. **DEFINITIONS.** The words and phrases listed below, as used in this Declaration, shall have the following meanings, unless the context otherwise requires:

* * *

~~4.4~~ 1.9 **COMMUNITY ASSOCIATION** means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit, to wit: Briar Bay Community Association, the "Master Association". **COMMUNITY ASSOCIATION** and **MASTER ASSOCIATION** shall mean Briar Bay Community Association herein.

* * *

~~4.34~~ 1.32 **SUB-COMMUNITY ASSOCIATION** shall mean a sub community within Briar Bay Community Association.

* * *

6. **USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS.**

* * *

6.22. **Leases.** All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, the BYLAWS, and all rules and regulations of the COMMUNITY ASSOCIATION, and all proposed leases must be delivered to and approved by the COMMUNITY ASSOCIATION in accordance with this Section 6.22 prior to occupancy by the tenant(s) or any other person intending to occupy the UNIT.

6.22.1 **Definition.** "Leasing" is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument. "SUB-COMMUNITY ASSOCIATION" shall have the same meaning as PARCEL ASSOCIATION.

6.22.2 The approval of any lease shall be contingent upon the OWNER'S compliance with this DECLARATION, the ARTICLES, BYLAWS and the rules and regulations of the COMMUNITY ASSOCIATION, including, without limitation, all maintenance, repair and replacement obligations and all monetary obligations, and the approval of all potential tenant(s) and all intended occupants of a leased Unit who are

Eighteen (18) years of age or older shall be approved by the COMMUNITY ASSOCIATION Board of Directors or a Committee appointed by the COMMUNITY ASSOCIATION Board of Directors prior to move in. Approvals shall be based upon criteria established by the Board of Directors from time to time, which may consist of, but not limited to, criminal background checks, prior judgments, rental history and credit history and history of violations of the governing documents of the COMMUNITY ASSOCIATION.

All potential or proposed tenants and intended occupants must submit themselves for personal interviews may be performed by before the COMMUNITY ASSOCIATION Board of Directors, or an Appointed Committee or Agent of the Community Association.

OWNERS must comply with all governmental and municipal codes and ordinances having jurisdiction over the lease, or in connection with the lease, including, without limitation, obtaining any required governmental or municipal license or permit to lease.

Any SUB-COMMUNITY ASSOCIATION shall have the right to deny any lease application for that SUB-COMMUNITY ASSOCIATION that was approved by the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent, based on their own investigation and criteria.

Any person who is not initially screened and approved by the COMMUNITY ASSOCIATION or a Committee or Agent thereof in connection with the review and approval of a lease and thereafter occupies a leased UNIT for more than ten (10) days cumulatively, in any consecutive twelve (12) month period, shall be deemed a lessee/tenant and must be screened and approved in the same manner as a lessee/tenant under this Section 6.22.

6.22.3

a) The minimum term of any lease shall be Six (6) months and the maximum term shall be Twelve (12) months, provided, however, month to month leases are permitted as provided below. No UNIT may be leased more than one (1) time in any consecutive Twelve (12) month period, measured from the commencement of the most recent lease, provided, however, At the termination (completion) of any lease, the lease may be renewed on a month to month basis, for no more than three (3) consecutive months, with the written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent. Approval of such month to month lease shall not require a new, fully completed application, payment of fees or an interview by the COMMUNITY ASSOCIATION or any committee or agent thereof.

b) Any UNIT acquired after the effective date of this amendment shall not be leased for the first twelve (12) months of ownership, measured from the recording date of the most recent deed or other instrument conveying any interest in the UNIT, except in the following circumstances: i) where title was conveyed by a current OWNER to a trust for estate or tax planning purposes, as determined by the COMMUNITY

ASSOCIATION, and the OWNER is the trustee or beneficiary of the trust and the OWNER occupies the UNIT, ii) where title was conveyed by a current OWNER to an immediate family member of the OWNER by devise or inheritance (an "immediate family member" of an OWNER, for purposes of this Section 6.22 of the Declaration, shall be defined as the spouse, parent, grandparent, child, brother or sister of the OWNER or the parent, grandparent, child, brother or sister of the OWNER'S spouse), iii) where title was conveyed to a PARCEL ASSOCIATION through the foreclosure of the PARCEL ASSOCIATION'S lien or by deed in lieu of foreclosure to the PARCEL ASSOCIATION, or iv) where title is conveyed to the COMMUNITY ASSOCIATION. Additionally, if an OWNER acquires title to a UNIT that is subject to a lease, the subject lease, in the Board's discretion, may continue for the remainder of its unexpired term, but the lessee must vacate the UNIT upon the expiration of the remaining lease term. If the lease is permitted to continue for its remaining term, the twelve (12) month moratorium against leasing shall begin to run upon the later of the expiration of the existing lease or the existing lessee's vacation of the UNIT, and the subject OWNER may not thereafter lease the UNIT for twelve (12) months from such date.

c) The extension or renewal of a lease shall be considered a new lease subject to the approval of the COMMUNITY ASSOCIATION; provided, however, as noted above, month to month leases upon the termination of a lease which was for a term of no less than six (6) and no more than twelve (12) months shall not require the submission of a new, fully completed application, additional fees or an interview before the COMMUNITY ASSOCIATION or its designee or agent. Month to month leases shall be for no more than three (3) consecutive months.

d) Leased or rented UNITS shall not, at any time, exceed thirty percent (30%) of the total number of UNITS in any PARCEL ASSOCIATION, provided, however, a UNIT owned or leased by the COMMUNITY ASSOCIATION or a PARCEL ASSOCIATION shall not be included in the total number of UNITS in the PARCEL ASSOCIATION for the purpose of calculating the thirty percent (30%) limitation on leases or rentals within the PARCEL ASSOCIATION, and neither the COMMUNITY ASSOCIATION nor any PARCEL ASSOCIATION shall be subject to such leasing limitation or restriction. The COMMUNITY ASSOCIATION or a designee or agent thereof shall maintain a waiting list(s) of OWNERS desiring to lease.

The lease of a UNIT owned by the record OWNER of the UNIT as of the effective date of this amendment, or any immediate family member of such record OWNER who subsequently obtains title to the UNIT by devise or inheritance, shall be exempt from the above thirty percent (30%) limitation on leases or rentals within the PARCEL ASSOCIATION, shall not be subject to any wait list and the OWNER shall be permitted to lease the UNIT in accordance with this Section 6.22 for as long as such OWNER owns the UNIT. An "immediate family member" of an OWNER, for purposes of this Section 6.22 of the Declaration, shall be defined as the spouse, parent, grandparent, child, brother or sister of the OWNER or the parent, grandparent, child, brother or sister of the OWNER'S spouse.

Additionally, if a UNIT is being leased and the COMMUNITY ASSOCIATION approves a subsequent new lease of the UNIT (with the same or different lessee(s)) within ninety (90) days of the date the lease terminates, the new lease shall be exempt from the above thirty percent (30%) limitation and shall not be subject to any waiting list; provided, however, that the COMMUNITY ASSOCIATION may determine to extend such ninety (90) day period to one hundred twenty (120) days in the event a hardship is established by the UNIT owner, as determined by the BOARD OF DIRECTORS of the COMMUNITY ASSOCIATION, and this exemption shall not apply to UNITS transferred subject to a lease.

6.22.4 UNITS may only be rented in their entirety; no fraction or portion may be rented. ~~There shall be no subleasing of UNITS or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a UNIT. No UNIT shall be leased more than twice in any consecutive Twelve (12) month period without prior written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent.~~

6.22.5 A non-refundable application fee and a non-refundable investigative fee shall be charged to each prospective tenant and intended occupant over the age of 18 years, as determined by the Board of Directors from time to time.

6.22.6 The Owners of a leased UNIT shall be responsible for any and all damage or harm caused by the tenant(s) or occupant(s) of that UNIT to any property of or to be maintained by the COMMUNITY ASSOCIATION or any property of or to be maintained by any SUB-COMMUNITY ASSOCIATION.

6.22.7 The COMMUNITY ASSOCIATION may charge the Owner of the UNIT a refundable deposit of Fifteen Hundred Dollars (\$1,500) or One (1) month's rent whichever is greater; provided, however, the OWNER of a UNIT in The Cove, A Condominium, shall be subject to a deposit of One Thousand Dollars (\$1,000.00), or One (1) month's rent, whichever is greater (the "Tenant Escrow Deposit"). This deposit will be held in escrow in a non-interest bearing account and may be used by the COMMUNITY ASSOCIATION to repair or replace any damage to any property of or to be maintained by the COMMUNITY ASSOCIATION, resulting from the acts or omission of the tenant(s) or occupant(s) of that UNIT, or their family members, guests or invitees, or towards the cost of eviction per Section 6.22.9 of this Declaration. If the COMMUNITY ASSOCIATION needs to use any portion of the deposit to repair or replace any damage caused by the tenant(s) or occupant(s), or their family members, guests or invitees, to any property of or to be maintained by the COMMUNITY ASSOCIATION, then upon the request of the COMMUNITY ASSOCIATION, that amount must be replaced by that UNIT owner within Fifteen (15) days upon written notice/demand for same or the lease will be terminated. If any damage caused by the tenant(s) or occupant(s), or their family members, guests or invitees, exceeds the deposit, then the UNIT owner shall be responsible for the remaining amount of the damage.

6.22.8 The SUB-COMMUNITY ASSOCIATION may charge a UNIT owner a separate deposit for any leased UNIT in their SUB-COMMUNITY, if their governing documents so provide. If a SUB-COMMUNITY chooses to charge a separate deposit, then that deposit must be used first to pay for any damage caused by the tenant(s) of that UNIT to COMMUNITY ASSOCIATION property.

6.22.9 All Tenant Escrow Deposits will be returned to the UNIT owner within Sixty (60) days from written request to the COMMUNITY ASSOCIATION sent by certified mail, return receipt requested, with proof that all tenants(s) and occupants have vacated the UNIT, provided, however, in the event the tenant(s) or occupant(s) do not vacate the UNIT the COMMUNITY ASSOCIATION shall not be required to return the Tenant Escrow Deposit and it may use such deposit towards the cost of evicting the tenant(s) and/or occupant(s).

6.22.10 As noted below in Section 6.22.14, all deposits and fees must be paid and ALL lessees/tenants and intended occupants must be approved by the COMMUNITY ASSOCIATION before any tenant or intended occupant is permitted to occupy any UNIT.

6.22.11 The owner of a leased UNIT must provide the tenant of the UNIT with a copy of the governing documents of the COMMUNITY ASSOCIATION and a copy of the governing documents of the SUB-COMMUNITY ASSOCIATION. Prior to approval of any prospective lease lessee, every prospective Lessee/tenant and intended occupant of the UNIT shall be required to submit an application for approval, on forms prescribed by the COMMUNITY ASSOCIATION, in accordance with this Section 6.22. ~~including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute and acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.~~

6.22.12 Failure to Follow Procedures Give Notice. If the above required procedures are not followed notice to the COMMUNITY ASSOCIATION is not given, then, at any time after receiving knowledge of a lease or possession of a UNIT, the COMMUNITY ASSOCIATION, at its election and without notice, may approve or disapprove the lease transaction. If the COMMUNITY ASSOCIATION disapproves the lease or lessee(s) or occupant(s), the COMMUNITY ASSOCIATION may bring eviction proceedings against the unapproved lessee(s) and/or occupant(s) as the agent of the OWNER or otherwise, or pursue any other remedy provided to the COMMUNITY

ASSOCIATION under the governing documents or applicable law, shall proceed as if it had received the required notice on the date of such disapproval.

6.22.13 Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of UNITS shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of the COMMUNITY ASSOCIATION'S governing documents and rules and regulations. Additionally, by leasing a UNIT the UNIT owner(s) ~~deem the COMMUNITY ASSOCIATION its Agent and authorizes the COMMUNITY ASSOCIATION~~ them to bring eviction proceedings against the OWNER'S tenant(s) and any other occupant of the UNIT as its agent or otherwise in accordance with the Declaration and applicable law, if deemed necessary by the COMMUNITY ASSOCIATION.

6.22.14 Time for Approval / Disapproval. Within fifteen (15) days after receipt of a proposed lease such written notice and all information and documentation reasonably requested by the COMMUNITY ASSOCIATION, and receipt of the required fee(s) and the completion of all personal interviews, the Association must either approve or disapprove the proposed lease. Such approval or disapproval shall be in writing and transmitted to the OWNER of the UNIT within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease. For clarification, the fifteen (15) day period shall not begin to run until receipt of all information, documentation and fees, and all required interviews have taken place.

6.22.15 Failure of Owner to Comply With These Requirements. The failure of a UNIT owner to give notice or allow possession or continued possession by a disapproved lessee or occupant shall constitute a separate violation for each day the disapproved lessee(s) and/or occupant, as applicable, remains in possession beyond the date of receipt of notice of disapproval by the COMMUNITY ASSOCIATION. Said owner shall be subject to separate fines levied by the COMMUNITY ASSOCIATION for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes, including, but not limited to, the eviction of the unapproved lessee(s) and/or occupant(s) by the COMMUNITY ASSOCIATION per the provisions of this DECLARATION and applicable law as amended from time to time.

6.22.16 Notwithstanding anything to the contrary in this DECLARATION, the COMMUNITY ASSOCIATION shall not be subject to any of the leasing restrictions of this Section 6.22.

6.43. Responsibility for Maintenance and Compliance.

6.43.3. Enforcement. In the event any OWNER or PARCEL ASSOCIATION fails to comply with any provision of this Section 6, the COMMUNITY ASSOCIATION shall have all rights of enforcement set forth in Paragraph 8 7, including, but not limited to, the right to perform any maintenance which any OWNER or PARCEL ASSOCIATION has failed to perform, and to assess the applicable OWNER or PARCEL ASSOCIATION for all costs and expenses incurred by the Community Association in connection therewith.

8. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT.

8.1. Monetary Defaults and Collection of ASSESSMENTS.

8.1.6. ~~No Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other moneys shall be subordinate and inferior to the lien of any first mortgage recorded prior to the actual date of the recording of the Claim of Lien (without taking into account the relation relate back to the date of recording of this DECLARATION,) by the COMMUNITY ASSOCIATION. The sale or transfer of any PROPERTY by the foreclosure of a first mortgage or by deed in lieu thereof, shall not extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENTS, interest, late fees, costs or expenses of collection or other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a Claim of Lien for same as recorded prior to the recording of the mortgage, and neither the mortgagee, nor and any purchaser at a foreclosure sale, nor their grantees or successors, shall be liable to the COMMUNITY ASSOCIATION for such ASSESSMENTS, interest, late fees, costs and expenses of collection and other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION'S lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS including such acquirer, and its successors and assigns.~~



DFN 20140113820
 BK 26698 PG 0277
 RECORDED 04/01/2014 10:42:18
 Palm Beach County, Florida
 AMT 10.00
 Doc Stamp 0.70
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0277 - 293; (17pgs)

This Instrument Prepared by:
And Return To
Roy Van Wyk, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32303

Parcel ID #74424315080020000
 And #74424315020180000

PERPETUAL RECIPROCAL EASEMENT AND AGREEMENT

This Perpetual Reciprocal Easement and Agreement ("Easement Agreement") is made and entered into this 3rd day of March, 2014 by and between:

Hamal Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073 ("District"); and

Briar Bay Community Association, Inc., a Florida not-for-profit corporation, whose address is 3400 Celebration Boulevard, Royal Palm Beach, Florida 33411 ("Association").

WITNESSETH:

WHEREAS, the District is the owner of that certain tract of land ("District Property") being more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the Association is the owner of that certain tract of land which is adjacent to the District Property ("Association Property," together with the District Property, the "Easement Area"), being more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference; and

WHEREAS, the Association has determined that there is a need for the construction of an entry drive to provide for the safe pick-up and drop-off of school children from school busses serving the residents and property owners of the Association ("Roadway Improvements") which will provide a benefit to both the District and to the Association; and

WHEREAS, the Roadway Improvements are to be located within the Easement Area and, as a result, the District and the Association desire to create a perpetual reciprocal easement over the Easement Area for the construction, maintenance, operation and use of such Roadway Improvements; and

WHEREAS, in conjunction with the execution of this Easement Agreement, the District and the Association will execute the Cost Share and Maintenance Agreement for the Construction and Maintenance of Roadway ("Cost Share and Maintenance Agreement"), attached hereto as **Exhibit C** and incorporated herein by reference, which shall govern the construction and maintenance of, and other responsibilities related to the Roadway Improvements; and

WHEREAS, the District agrees to grant to the Association certain rights and privileges, including an easement over and across the District Property for the purposes of constructing, maintaining, operating and using the Roadway Improvements; and

WHEREAS, the Association agrees to grant to the District certain rights and privileges, including an easement over and across the Association Property for the purposes of constructing, maintaining, operating and using the Roadway Improvements.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the District and the Association hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **GRANT OF EASEMENTS.**

a. The District hereby grants to the Association, its successors and assigns, in perpetuity, a non-exclusive easement over, upon, under, through and across the District Property for purpose of ingress, egress and access to and for the construction, maintenance, operation and use of the Roadway Improvements ("District's Easement").

b. The Association hereby grants to the District, its successors and assigns, in perpetuity, a non-exclusive easement over, upon, under, through and across the Association Property for the purpose of ingress, egress and access to and for the construction, maintenance, operation and use of the Roadway Improvements ("Association's Easement," together with the District's Easement").

3. **USE OF EASEMENT AREA.** It is acknowledged and agreed to that the reciprocal easements granted herein are not exclusive easements, and that both parties shall have the right to use and enjoy the District Property and the Association Property, respectively, in any manner not inconsistent with the easement rights created herein. Neither party shall exercise their easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts the other party's operations.

4. **MAINTENANCE AND CONSTRUCTION.** The construction of the Roadway Improvements and the maintenance of the Roadway Improvements and the Easement Area shall be conducted in accordance with the terms set forth in the Cost Share and Maintenance Agreement between the District and the Association, entered into on the 26th of February, 2014, attached hereto as Exhibit C.

ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

IN WITNESS WHEREOF, the District and the Association caused this Grant of Reciprocal Easement Agreement to be executed as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
In the presence of:

**HAMAL COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
Print Name: WESLEY F. ROY

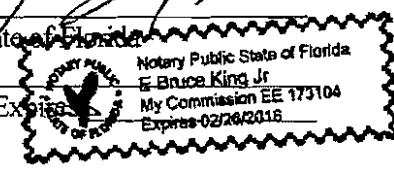
[Signature]
Chairman, Board of Supervisors

[Signature]
Print Name: Margaret Talbot

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing was acknowledged before me this 3rd day of March, 2014, by Bruce King Jr., as Chairman/Vice Chairman of **HAMAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. He/She is personally known to me or has produced _____ as identification.

[Signature]
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires _____



{Notary Seal}

WITNESSES:

Signed, sealed and delivered
in the presence of:

**BRIAR BAY COMMUNITY
ASSOCIATION, INC.**, a Florida not-for-
profit corporation

Wesley Finck
Print Name: WESLEY FINCK

By: *[Signature]*
Its: PRESIDENT

Margaret Tabatabaieian
Print Name: Margaret Tabatabaieian

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3 day of March, 2014, by Ed Zaccaron, as President of BRIAR BAY COMMUNITY ASSOCIATION, INC. He is personally known to me or has produced _____ as identification.

[Signature]
(Signature of Notary Public)
Notary Public State of Florida
E Bruce King Jr
My Commission EE 173104
Expires 02/26/2016
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

District Property
(Parcel ID # 74424315080020000)

This is

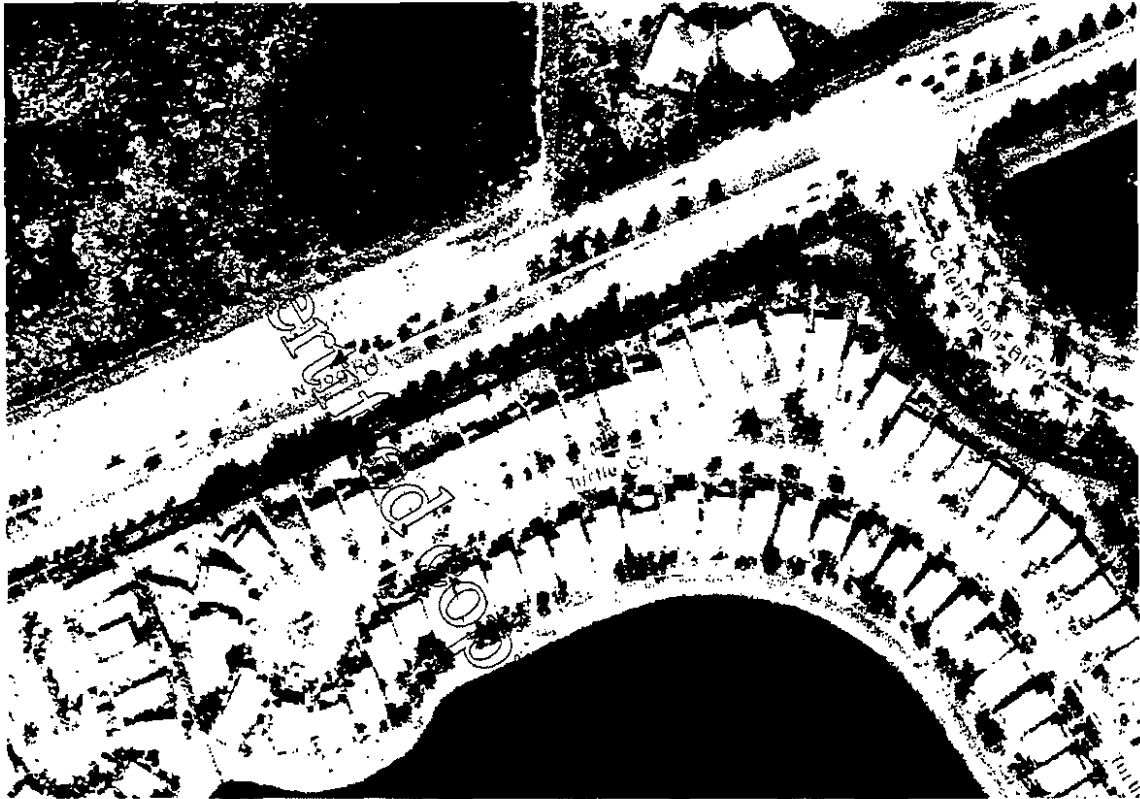


EXHIBIT B

Association Property
(Parcel ID # 74424315020180000)

This



EXHIBIT C

COST SHARE AND MAINTENANCE AGREEMENT
FOR THE CONSTRUCTION AND MAINTENANCE OF ROADWAY

THIS AGREEMENT is made effective the 20th day of February 2014, by and between the **HAMAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District"), and the **BRIAR BAY COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation ("Association" together the "Parties").

RECITALS:

WHEREAS, District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements; and

WHEREAS, District owns and is responsible for the maintenance of certain real property located adjacent to the Association and located within its boundaries ("District Property"), including, but not necessarily limited to, the District Property generally identified in **Exhibit A**; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various properties and improvements within the District, as more particularly described in **Exhibit B** ("Association Property") which Association Property is adjacent to District Property; and

WHEREAS, the Association has determined that there is a need for the construction of an entry drive (the "Improvements") to provide for the safe pick up and drop off of school children from school busses serving the residents and property owners' of the Association. A description and cost estimate of the Improvements is described in **Exhibit C**; and

WHEREAS, The Association has requested that the District assist in the funding and perpetual maintenance of a portion of the Improvements to provide for the safety of the residents and property owners' of the District; and

WHEREAS, the District's Engineer has reviewed the construction documents for the Improvements and has determined that the District as a whole benefits from at least fifteen percent, (15%), of the cost of the Improvements; and

WHEREAS, the District's Board of Supervisors, upon the recommendation of the District Engineer and District's Manager, has determined that it is in the District's best interest to provide up to fifteen percent (15%), or a maximum of twenty thousand dollars, (\$20,000), of the cost of the Improvements and to enter into this Agreement; and

WHEREAS, for ease of administration, cost savings to property owners' and residents, and the benefit of all property owners' within the District, the Association and the District desire to enter into a cost share agreement, ("Agreement"), whereby the Association's contractor will construct the Improvements; and

WHEREAS, The District desires to provide for a single payment of fifteen percent, (15%), of the costs of the construction of the Improvements up to a maximum amount of twenty thousand dollars, (\$20,000), upon substantial completion of the Improvements; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and construct the Improvements, which shall be fulfilled through contracting with a qualified contractor to provide for the construction of the Improvements, and desires to contract with a qualified contractor to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and the Association each have mutual obligations to the property owners and residents of the District to provide for the proper and efficient operation and maintenance of each party's property, improvements, facilities and amenities; and

WHEREAS, the Parties each agree that this mutual obligation is sufficient consideration to induce the other party to enter into this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. RECITALS CONFIRMED. The Parties confirm that the above stated recitals are true and correct and are hereby incorporated herein by reference.

2. ASSOCIATION'S OBLIGATION.

- A. *General duties.* Association, through its contractor, shall be responsible for the construction, management and maintenance of the District Property in an efficient, lawful and satisfactory manner and in accordance with all laws and regulations.
- B. *Inspection.* The Association shall conduct regular inspections of each party's respective property and shall report any irregularities to the District Manager, or his designated representative.
- C. *Investigation and Report of Accidents/Claims.* Association shall investigate and provide a report to the District Manager, or his designee, as to all accidents or claims for damage relating to maintenance and

This is not a contract

operation of the Improvements. Such report shall at a minimum include a description of any damage or destruction of property. The Association shall cooperate and aid the District in making any and all reports required by any insurance company or as required by the District in connection with any accident or claim.

D. Upon Completion of the Improvements, the Association shall convey, by Warranty Bill of Sale, the ownership interest in the surface of the Improvements for perpetual maintenance purposes.

E. *Compliance with Government Rules, Regulations, Requirements and Orders.* Association will require its contractor to comply with any and all permits, orders or requirements affecting the Improvements or District Property for which the Association or its contractor has been provided reasonable notice. Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the maintenance and operation of the Improvements.

3. MAINTENANCE CONTRACTS AND COST SHARING.

A. The Parties acknowledge that it is in the best interest of the residents and property owners within the District for the Property to be kept in a condition reflecting the quality of the development within the District.

B. The District, through its contractor, shall be responsible for providing the Services necessary to maintain the Improvements.

C. The District shall provide for all expenses incurred in connection with the operation, repair and maintenance of the Improvements. The District's obligation under this paragraph shall not include those expenses related to the landscaping and irrigation maintenance activity of the Association on District Property. The Association and the District agree that the District's Expenses are not anticipated to commence until the Improvements are in need of re-surfacing, estimated at twenty (20) years.

4. APPROVAL OF SUPPLEMENTAL MAINTENANCE SERVICES. The Association shall notify the District, in advance and in writing, of any supplemental maintenance services requested to be provided for the Improvements and the District shall consider such supplemental services at a regular meeting and all such services are subject to approval of the District.

5. PAYMENT OF DISTRICT CONTRIBUTION. The Association shall submit an invoice to the District for the amounts set forth in this Agreement, which amounts are anticipated to be in the amounts set forth above, as such may be amended in accordance with paragraph 4 herein. All payments to the Association shall be due on the fifth day of each succeeding month. The District shall not pay nor be subject to any interest for any delinquent payments and all payments shall be subject to the annual budget appropriation by the District's Board of Supervisors.

6. ACCESS. District hereby grants the Association and the Association's contractors, agents and designees a temporary license to enter District Property for the purposes set forth herein and as required for the Association to fulfill its obligations hereunder. The Association's license to enter the District Property, as provided herein, shall expire upon termination of this Agreement, or upon execution and recording of a reciprocal easement agreement between the District and Association. .

7. INSPECTION OF RECORDS; PAYMENT DISPUTES. Upon request, the Association shall make available to the District, for review at a reasonable time and place, its books and records with respect to the Association Expenses related to the construction of the Improvements. In the event of a dispute between the parties relating to the payment of any of the cost of the Improvements, the Association shall pay the amount requested subject to reimbursement by the District. The District shall give written notice accompanying the payment of any invoice in which the District disputes the amount of the payment. The Parties shall commence informal negotiations within thirty days of notice of such dispute. As the sole remedy for failure of negotiations to resolve such a dispute, either party may terminate this Agreement in accordance with its terms.

8. TERMINATION. The Parties shall each have the right to terminate this Agreement for any reason upon thirty (30) days written notice. Upon termination, the Parties shall each account to each other with respect to all matters outstanding as of the date of termination.

9. INSURANCE. The Association shall require any contractor retained to perform any of services or other related work for the Improvements to maintain the following insurance coverage throughout the term of this Agreement:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- E. Require such contractor(s) to name the District, and the Association as additional insured's under the insurance policy.

By execution of this Agreement, Association acknowledges that the District's own insurance policy will not provide coverage for the construction of the Improvements or additional work performed on the Association Property. The sole insurance coverage provided for under this Agreement is the insurance coverage required by the Association or Association's contractor, as set forth above.

10. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

13. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

14. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to District: Hamal Community Development District
6131 Lyons Road, Suite 100
Coconut Creek, FL 33073
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 30303
Attn: District Counsel

B. If to Association: Briar Bay Community Association, Inc.
3400 Celebration Boulevard
Royal Palm Beach, Florida 33411
Attn: Association Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Palm Beach County, Florida.

16. TERM. This Agreement shall become effective as of the date first written above, and shall remain in effect until and unless terminated earlier by any party in accordance with this Agreement.

17. **ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

18. **ATTORNEYS' FEES.** In the event any party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

19. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other. Any purported assignment without such approval shall be void.

20. **BINDING EFFECT; NO THIRD PARTY BENEFICIARIES.** The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

21. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the parties recognize that the Association's contractor shall be acting as an independent contractor. Neither the Association's contractor nor employees of the contractor are employees of the District. Further, the Association understands that neither Association or contractor has any authority to assume or create any obligation, express or implied, on behalf of the District and shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

23. **HOLD HARMLESS AND INDEMNIFICATION.** The Association agrees to indemnify and hold harmless the District, its, agents, employees, and members of the Board of Supervisors from any claim, suit or obligation resulting from or arising out of the purpose and scope of this

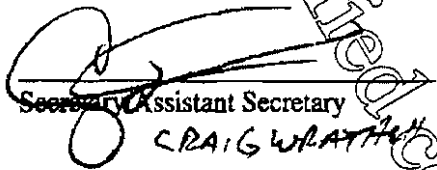
Agreement. Association further understands and acknowledges that the District Property is not subject to any lien of any contractor and that the District is not an owner as defined in section 703, Florida Statutes.

24. **PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.

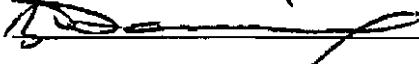
25. **EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, District and Association have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

Attest:


Secretary/Assistant Secretary
CRAIG WRAITH


**HAMAL EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Print Name: Brian Douglas
Its: Chairman

Attest:


Print Name

**BRIAR BAY COMMUNITY ASSOCIATION,
INC.**

By: 
Print Name: EDWARD ZAKORIN
Its: PRESIDENT

- Exhibit A: District Property
- Exhibit B: Association Property
- Exhibit C: Cost and Scope of Improvements

EXHIBIT A

District Property
(Parcel ID # 74424315080020000)

This is

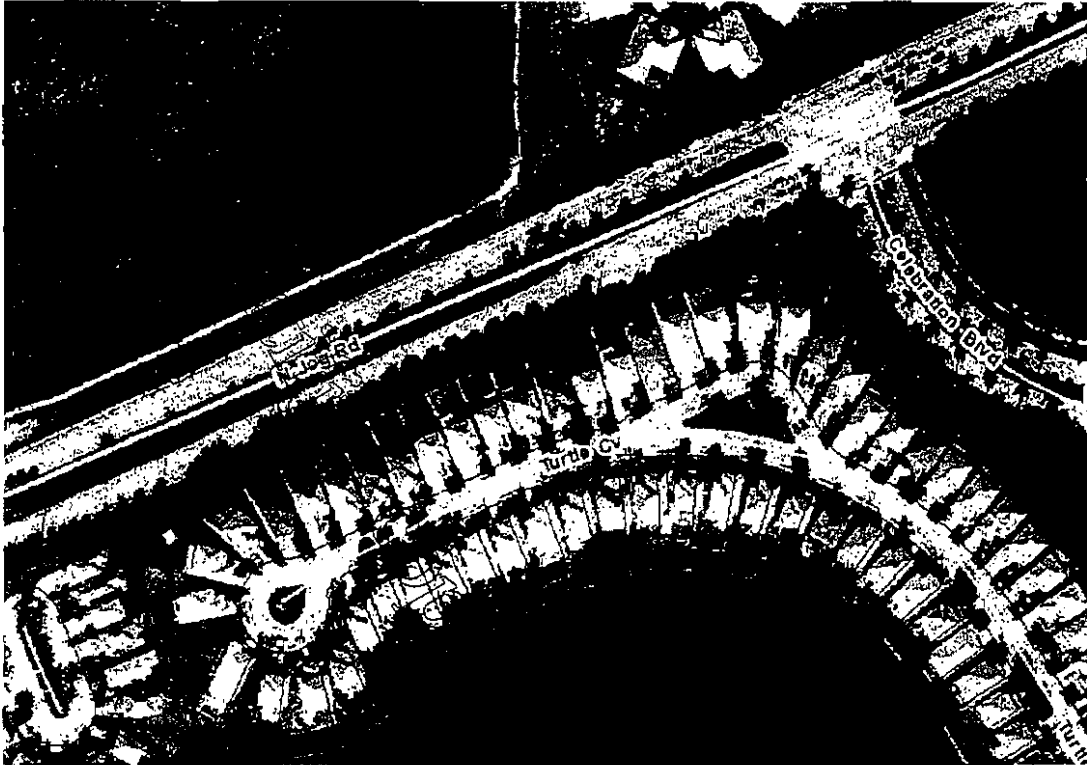


EXHIBIT B

Association Property
(Parcel ID # 74424315020180000)

This is

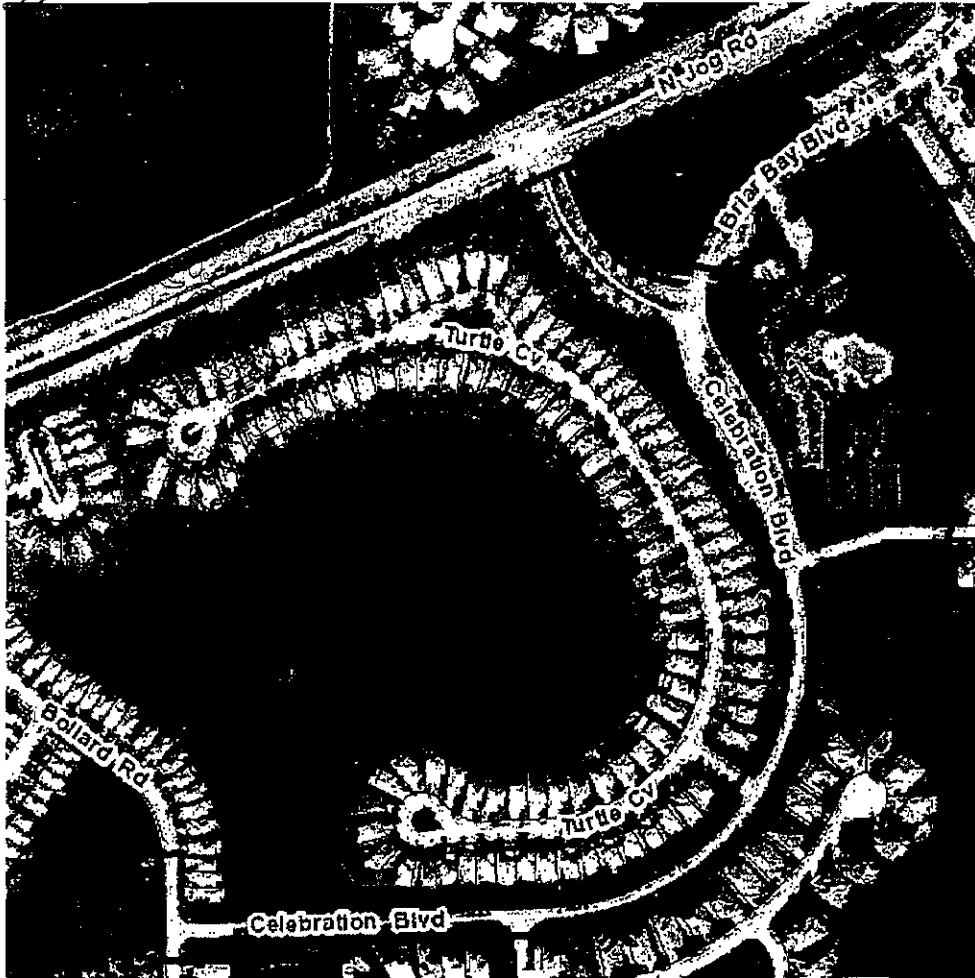


Exhibit C

Cost and Scope of Improvements

To Hamal Community Development Board of Supervisors Page 1

CC

Subject Hamal CDD Turn Lane Improvements

From Leo Giangrande, PE, District Engineer

Date February 21, 2014

AECOM has been requested to review the proposed right turn lane on Briar Bay Boulevard to access the site. We have reviewed the site with the design engineer for the turn lanes. The turn lane is being proposed to increase queuing capacity to improve the safety during AM and PM peak congestion hours. The proposed free-flow turn lane was designed by Craig A Smith & Associates project number 13-1725. The improvements will increase the queue capacity onto Briar Bay Boulevard which will reduce the congestion at the developments internal intersection. These proposed improvements are intended to improve the safety of access to the community.

Hamal CDD has also requested an opinion of recommendation regarding the funding of the improvements. The turn lane is being proposed due to the amount of traffic entering the main guard gate. After reviewing the total number of lots within the Hamal CDD, 85% of the development utilizes this guard gate for access. Therefore it is recommended that 15% of the cost of improvements be funded by Hamal CDD and the remainder by the communities accessing the main guardhouse.

The project is anticipated to cost \$100,000.00 for construction.

Any questions or comments may be directed to me at 561 684 3375 or email at leo.giangrande@aecom.com

CFN 20070488257
OR BK 22201 PG 0597
RECORDED 10/22/2007 14:16:33

CFN 20070435269
OR BK 22109 PG 1725
RECORDED 09/13/2007 16:31:05
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1725 - 1731; (7pgs)

Prepared by and Return to: Palm Beach County, Florida
Will Call Box #45 Sharon R. Bock, CLERK & COMPTROLLER
V. Claire Wyant-Cortez Pgs 0597 - 603; (7pgs)
HHALEY & WYANT-CORTEZ, P.A.
860 US Highway One, Suite 108
North Palm Beach, FL 33408
(561) 827-0009

*This comes to correct the Resolution Amending the Master Declaration referencing OR Book 13057, Page 0001 which is incorrect. The correct OR Book is 13056, Page 0001.

***CORRECTED**
RESOLUTION AMENDING THE MASTER DECLARATION
FOR BRIAR BAY COMMUNITY ASSOCIATION, INC.

WHEREAS, BRIAR BAY COMMUNITY ASSOCIATION, INC., is a Florida corporation not-for-profit as filed with the Secretary of State on May 10, 2001, and whose document number is N01000003276, and

WHEREAS, BRIAR BAY COMMUNITY ASSOCIATION, INC., is a master homeowners association as set forth in that certain Master Declaration as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book ~~13057~~, Page 0001, and as thereafter amended, and

WHEREAS, in compliance with its membership approval requirements to amend the said Master Declaration, states that,

IT IS HEREBY, RESOLVED, that the attached Amendments to the Master Declaration for Briar Bay Community Association, Inc. were passed by the requisite requirement pursuant to Section 11.1 of the Master Declaration, as amended, to wit by the unanimous vote of the directors of the COMMUNITY ASSOCIATION and by the vote of the OWNERS entitled to cast 2/3 of the votes present in person or by proxy at a meeting called to approve the amendment.

In WITNESS WHEREOF, BRIAR BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this resolution of membership approval of the Amendments to the Master Declaration for Briar Bay Community Association, Inc. to be executed this 7 day of Sept, 2007.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness to President
James R. Pihl
Witness to President

BRIAR BAY COMMUNITY ASSOCIATION, INC.,

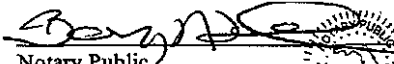

By: [Signature]
Brian Dowling, President

[Signature]
Witness to Secretary
[Signature]
Witness to Secretary

ATTEST:
[Signature]
DEBRA NIKOLAS, Secretary

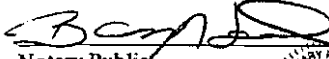

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 7 day of September 2007 by Brian Dowling, the President of Briar Bay Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced _____ as identification and who have not taken an oath.


Notary Public
My Commission Expires: 
Barbara J. Hirnyk
Commission #DD260484
Expires: Dec 02, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 7 day of September 2007 by Debra Nikolas, Secretary of Briar Bay Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced Stores & L as identification and who have not taken an oath.


Notary Public
My Commission Expires: 
Barbara J. Hirnyk
Commission #DD260484
Expires: Dec 02, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

**AMENDMENTS TO THE MASTER DECLARATION
FOR BRIAR BAY COMMUNITY ASSOCIATION**

I. This amendment amends Article 1 "Definitions" as follows:

COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit, to wit: Briar Bay Community Association, the Master Association". COMMUNITY ASSOCIATION and MASTER ASSOCIATION shall mean Briar Bay Community Association herein.

NEW 1.31 SUB-COMMUNITY ASSOCIATION shall mean a sub community within Briar Bay Community Association.

II. This amendment amends Article 6, Section 6.22 "Leases" as follows:

6.22. Leases. ~~All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of said lease must be delivered to the COMMUNITY ASSOCIATION and the SUB-COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months, and no UNIT OWNER may lease his UNIT more than 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 4 times in any consecutive 12 month period, without the consent of the APPROVING PARTY.~~

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

6.22.2 Any potential tenant(s) shall be approved by the COMMUNITY ASSOCIATION Board of Directors or a Committee appointed by the COMMUNITY ASSOCIATION Board of Directors prior to move in. Approvals shall be based upon criteria established by the Board of Directors from time to time, which may consist of, but not limited to, criminal background checks, prior judgments, rental

history and credit history. Personal interviews may be performed by the COMMUNITY ASSOCIATION Board or Directors, an Appointed Committee or Agent of the Association. Any SUB-COMMUNITY ASSOCIATION shall have the right to deny any lease application for that SUB-COMMUNITY ASSOCIATION that was approved by the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent, based on their own investigation and criteria.

6.22.3 The minimum term of any lease shall be Six (6) months and the maximum term shall be Twelve (12) months. At the termination (completion) of any lease, the lease may be renewed on a month to month basis with the written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent.

6.22.4 UNITS may only be rented in their entirety; no fraction or portion may be rented. There shall be no subleasing of UNITS or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a UNIT. No UNIT shall be leased more than twice in any consecutive twelve (12) month period without prior written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent.

6.22.5 A non-refundable application fee and a non-refundable investigative fee shall be charged to each prospective tenant over the age of 18 years, as determined by the Board of Directors from time to time.

6.22.6 The Owner(s) of a leased UNIT shall be responsible for any and all damage or harm caused by the tenant(s) of that UNIT to any property of or to be maintained by the COMMUNITY ASSOCIATION or any property of or to be maintained by any SUB-COMMUNITY ASSOCIATION.

6.22.7 The COMMUNITY ASSOCIATION may charge the Owner of the UNIT a refundable deposit of Fifteen Hundred (\$1,500) or One (1) month's rent whichever is greater (the "Tenant Escrow Deposit"). This deposit will be held in escrow in a non-interest bearing account and may be used by the COMMUNITY ASSOCIATION to repair or replace any damage to any property of or to be maintained by the COMMUNITY ASSOCIATION, resulting from the acts or omission of the tenant(s) of that UNIT. If the COMMUNITY ASSOCIATION needs to use any portion of the deposit to repair or replace any damage

caused by the tenant(s) to any property of or to be maintained by the COMMUNITY ASSOCIATION, then upon the request of the COMMUNITY ASSOCIATION, that amount must be replaced by that UNIT owner within Fifteen (15) days upon written notice/demand for same or the lease will be terminated. If any damage caused by the tenant(s) exceeds the deposit, then the UNIT owner shall be responsible for the remaining amount of the damage.

6.22.8 The SUB-COMMUNITY ASSOCIATION may charge a UNIT owner a separate deposit for any leased UNIT in their SUB-COMMUNITY, if their governing documents so provide. If a SUB-COMMUNITY chooses to charge a separate deposit, then that deposit must be used first to pay for any damage caused by the tenant(s) of that UNIT to COMMUNITY ASSOCIATION property.

6.22.9 All Tenant Escrow Deposits will be returned to the UNIT owner within Sixty (60) days from written request to the COMMUNITY ASSOCIATION sent by certified mail, return receipt requested, with proof that all tenant(s) have vacated the UNIT.

6.22.10 All deposits and fees must be paid and ALL tenants must be approved by the COMMUNITY ASSOCIATION before any tenant is permitted to occupy any UNIT.

6.22.11 The owner of a leased UNIT must provide the tenant of the UNIT with a copy of the governing documents of the COMMUNITY ASSOCIATION and a copy of the governing documents of the SUB-COMMUNITY ASSOCIATION. Prior to approval of any prospective lessee, every prospective Lessee shall be required to submit an application for approval including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute and acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's

application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

6.22.12 Failure to Give Notice. If the above required notice to the COMMUNITY ASSOCIATION is not given, then, at any time after receiving knowledge of a lease or possession of a UNIT, the COMMUNITY ASSOCIATION, at its election and without notice, may approve or disapprove the lease transaction. If the COMMUNITY ASSOCIATION disapproves the lease or lessee, the COMMUNITY ASSOCIATION shall proceed as if it had received the required notice on the date of such disapproval.

6.22.13 Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of UNITS shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of the COMMUNITY ASSOCIATION'S governing documents and rules and regulations. Additionally, by leasing a UNIT the UNIT owner(s) deem the COMMUNITY ASSOCIATION its Agent and authorize them to bring eviction proceedings, if deemed necessary by the COMMUNITY ASSOCIATION.

6.22.14 Time for Approval / Disapproval. Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed lease. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease.

6.22.15 Failure of Owner to Comply With These Requirements. The failure of a UNIT owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation for each day the disapproved lessee(s) remains in possession beyond the date of receipt of notice of disapproval by the COMMUNITY ASSOCIATION. Said owner shall be subject to separate fines levied by the COMMUNITY ASSOCIATION for each daily

violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

*Text which is underlined is added, text which is ~~stricken~~ through is deleted.

This is not a certified copy



CFN 20070435269
 OR BK 22109 PG 1725
 RECORDED 09/13/2007 16:31:05
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1725 - 1731; (7pgs)

Prepared by and Return to:
 Will Call Box #45
 V. Claire Wyant-Cortez, Esquire
 HILLEY & WYANT-CORTEZ, P.A.
 860 US Highway One, Suite 108
 North Palm Beach, FL 33408
 (561) 827-0009

**RESOLUTION AMENDING THE MASTER DECLARATION
 FOR BRIAR BAY COMMUNITY ASSOCIATION, INC.**

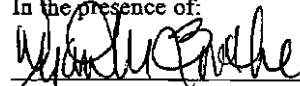
WHEREAS, BRIAR BAY COMMUNITY ASSOCIATION, INC., is a Florida corporation not-for-profit as filed with the Secretary of State on May 10, 2001, and whose document number is N01000003276, and

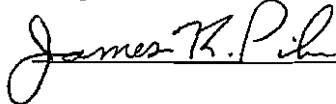
WHEREAS, BRIAR BAY COMMUNITY ASSOCIATION, INC., is a master homeowners association as set forth in that certain Master Declaration as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 13057, Page 0001, and as thereafter amended, and

WHEREAS, in compliance with its membership approval requirements to amend the said Master Declaration, states that,

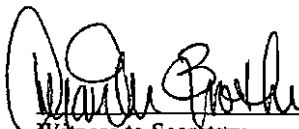
IT IS HEREBY, RESOLVED, that the attached Amendments to the Master Declaration for Briar Bay Community Association, Inc. were passed by the requisite requirement pursuant to Section 11.1 of the Master Declaration, as amended, to wit by the unanimous vote of the directors of the COMMUNITY ASSOCIATION and by the vote of the OWNERS entitled to cast 2/3 of the votes present in person or by proxy at a meeting called to approve the amendment.


In WITNESS WHEREOF, BRIAR BAY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this resolution of membership approval of the Amendments to the Master Declaration for Briar Bay Community Association, Inc. to be executed this 7 day of Sept, 2007.

Signed, sealed and delivered
 In the presence of:

 Witness to President

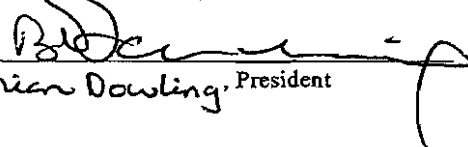

 James R. Pihl

Witness to President

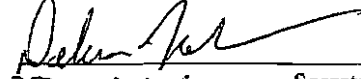

 Witness to Secretary


 Witness to Secretary

BRIAR BAY COMMUNITY
 ASSOCIATION, INC.,

By: 
 Brian Dowling, President

ATTEST:


 DEBRA Nikolos, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 7 day of September 2007 by Brian Dowling, the President of Briar Bay Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who [] are personally known OR [] have produced _____ as identification and who have not taken an oath.

Barbara J. Hirnyk
Notary Public
My Commission Expires:



Barbara J. Hirnyk
Commission #DD260484
Expires: Dec 02, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 7 day of September, 2007 by Debra NIKOLIS, Secretary of Briar Bay Community Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who [] are personally known OR [] have produced Florida DL _____ as identification and who have not taken an oath.

NA42761606312

Barbara J. Hirnyk
Notary Public
My Commission Expires:



Barbara J. Hirnyk
Commission #DD260484
Expires: Dec 02, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

This is not a certified copy

**AMENDMENTS TO THE MASTER DECLARATION
FOR BRIAR BAY COMMUNITY ASSOCIATION**

I. This amendment amends Article 1 "Definitions" as follows:

COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit, to wit: Briar Bay Community Association, the "Master Association". COMMUNITY ASSOCIATION and MASTER ASSOCIATION shall mean Briar Bay Community Association herein.

[NEW] 1.31 SUB-COMMUNITY ASSOCIATION shall mean a sub community within Briar Bay Community Association.

II. This amendment amends Article 6, Section 6.22 "Leases" as follows:

6.22. Leases. ~~All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of said lease must be delivered to the COMMUNITY ASSOCIATION and the SUB-COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months, and no UNIT OWNER may lease his UNIT more than 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 4 times in any consecutive 12 month period, without the consent of the APPROVING PARTY.~~

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

6.22.2 Any potential tenant(s) shall be approved by the COMMUNITY ASSOCIATION Board of Directors or a Committee appointed by the COMMUNITY ASSOCIATION Board of Directors prior to move in. Approvals shall be based upon criteria established by the Board of Directors from time to time, which may consist of, but not limited to, criminal background checks, prior judgments, rental

history and credit history. Personal interviews may be performed by the COMMUNITY ASSOCIATION Board or Directors, an Appointed Committee or Agent of the Association. Any SUB-COMMUNITY ASSOCIATION shall have the right to deny any lease application for that SUB-COMMUNITY ASSOCIATION that was approved by the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent, based on their own investigation and criteria.

6.22.3 The minimum term of any lease shall be Six (6) months and the maximum term shall be Twelve (12) months. At the termination (completion) of any lease, the lease may be renewed on a month to month basis with the written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent.

6.22.4 UNITS may only be rented in their entirety; no fraction or portion may be rented. There shall be no subleasing of UNITS or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a UNIT. No UNIT shall be leased more than twice in any consecutive twelve (12) month period without prior written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent.

6.22.5 A non-refundable application fee and a non-refundable investigative fee shall be charged to each prospective tenant over the age of 18 years, as determined by the Board of Directors from time to time.

6.22.6 The Owner(s) of a leased UNIT shall be responsible for any and all damage or harm caused by the tenant(s) of that UNIT to any property of or to be maintained by the COMMUNITY ASSOCIATION or any property of or to be maintained by any SUB-COMMUNITY ASSOCIATION.

6.22.7 The COMMUNITY ASSOCIATION may charge the Owner of the UNIT a refundable deposit of Fifteen Hundred (\$1,500) or One (1) month's rent whichever is greater (the "Tenant Escrow Deposit"). This deposit will be held in escrow in a non-interest bearing account and may be used by the COMMUNITY ASSOCIATION to repair or replace any damage to any property of or to be maintained by the COMMUNITY ASSOCIATION, resulting from the acts or omission of the tenant(s) of that UNIT. If the COMMUNITY ASSOCIATION needs to use any portion of the deposit to repair or replace any damage

caused by the tenant(s) to any property of or to be maintained by the COMMUNITY ASSOCIATION, then upon the request of the COMMUNITY ASSOCIATION, that amount must be replaced by that UNIT owner within Fifteen (15) days upon written notice/demand for same or the lease will be terminated. If any damage caused by the tenant(s) exceeds the deposit, then the UNIT owner shall be responsible for the remaining amount of the damage.

6.22.8 The SUB-COMMUNITY ASSOCIATION may charge a UNIT owner a separate deposit for any leased UNIT in their SUB-COMMUNITY, if their governing documents so provide. If a SUB-COMMUNITY chooses to charge a separate deposit, then that deposit must be used first to pay for any damage caused by the tenant(s) of that UNIT to COMMUNITY ASSOCIATION property.

6.22.9 All Tenant Escrow Deposits will be returned to the UNIT owner within Sixty (60) days from written request to the COMMUNITY ASSOCIATION sent by certified mail, return receipt requested, with proof that all tenant(s) have vacated the UNIT.

6.22.10 All deposits and fees must be paid and ALL tenants must be approved by the COMMUNITY ASSOCIATION before any tenant is permitted to occupy any UNIT.

6.22.11 The owner of a leased UNIT must provide the tenant of the UNIT with a copy of the governing documents of the COMMUNITY ASSOCIATION and a copy of the governing documents of the SUB-COMMUNITY ASSOCIATION. Prior to approval of any prospective lessee, every prospective Lessee shall be required to submit an application for approval including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute and acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's

application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

6.22.12 Failure to Give Notice. If the above required notice to the COMMUNITY ASSOCIATION is not given, then, at any time after receiving knowledge of a lease or possession of a UNIT, the COMMUNITY ASSOCIATION, at its election and without notice, may approve or disapprove the lease transaction. If the COMMUNITY ASSOCIATION disapproves the lease or lessee, the COMMUNITY ASSOCIATION shall proceed as if it had received the required notice on the date of such disapproval.

6.22.13 Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of UNITS shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of the COMMUNITY ASSOCIATION'S governing documents and rules and regulations. Additionally, by leasing a UNIT the UNIT owner(s) deem the COMMUNITY ASSOCIATION its Agent and authorize them to bring eviction proceedings, if deemed necessary by the COMMUNITY ASSOCIATION.

6.22.14 Time for Approval / Disapproval. Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed lease. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease.

6.22.15 Failure of Owner to Comply With These Requirements. The failure of a UNIT owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation for each day the disapproved lessee(s) remains in possession beyond the date of receipt of notice of disapproval by the COMMUNITY ASSOCIATION. Said owner shall be subject to separate fines levied by the COMMUNITY ASSOCIATION for each daily

violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

*Text which is underlined is added, text which is ~~stricken~~ through is deleted.

This is not a certified copy

Prepared By and Return to:
Joel D. Kopelman, Esq.
Navon, Kopelman & Lavin, P.A.
2699 Stirling Road, Suite B-100
Ft. Lauderdale, FL 33312

10/02/2002 11:21:42 20020517320
OR BK 14216 PG 0906
Palm Beach County, Florida

**AMENDMENT TO THE
MASTER DECLARATION FOR BRIAR BAY**

THIS FIRST AMENDMENT TO THE MASTER DECLARATION FOR BRIAR BAY ("Amendment") is made as of the 23 day of September, 2002, by **GOLDEN WEST LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant"), whose address is Suite 220, 448 Viking Drive, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Declarant is the Declarant defined in that certain Master Declaration for Briar Bay which was recorded November 5, 2001 in Official Records Book 13056, Page 1, of the Public Records of Palm Beach County, Florida, (the "Declaration"); and

WHEREAS, the Declarant has the right to amend the Declaration in accordance with Section 11.1.3 of the Declaration, without the approval of any other party; and

WHEREAS, the Declarant has deemed it necessary to amend Section 15 of the Declaration.

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference. Defined terms in the Declaration shall have the same meaning in the Amendment, unless the context otherwise requires.

2. Section 15 of Declaration is hereby amended by adding thereto the following:

Notwithstanding anything in the Declaration to the contrary, this Section 15 shall not be amended or modified without the written consent and joinder by the OWNER(S) of the SECTION 9 property to such amendment or modification, which consent and joinder shall be in sole and absolute discretion of the OWNER(S) of the SECTION 9 property and may be arbitrarily withheld. Further, notwithstanding anything in the Declaration or exhibits hereto to the contrary, no amendment(s) or modification(s) of this Declaration or any exhibits hereto shall

be made which in any way affects any or all of the SECTION 9 property without the written consent and joinder by the OWNER(S) of the SECTION 9 property to any such amendment(s) or modification(s), which consent and joinder shall be in sole and absolute discretion of the OWNER(S) of the SECTION 9 property and may be arbitrarily withheld.

3. Except as amended by this Amendment, the Declaration and any prior amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name, as of the day and year first above written.

{Signature page to follow}

Signed, sealed and delivered
in the presence of:

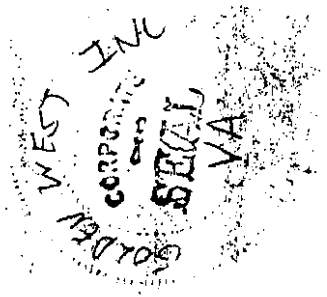
GOLDEN WEST LIMITED PARTNERSHIP, a
Virginia limited partnership

By: GOLDEN WEST, INC., a Virginia
corporation, its general partner

By: [Signature]
Nathan Benson, Vice President

[Signature]
Print Name: Robert Rollins

[Signature]
Print Name: DEBRA A. DIETZ



COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared Nathan Benson, as Vice President of GOLDEN WEST, INC., as the general partner of GOLDEN WEST LIMITED PARTNERSHIP, a Virginia limited partnership, who is personally known to me or has produced N/A as identification, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 23rd day of September, 2002.

My commission expires:

My Commission Expires September 30, 2006

K. McKinzie
Notary Public, State of Virginia
Print Name K. MCKINZIE



Unfiled copy

JOINDER

The undersigned, being the owner of Section 9, hereby joins in and consents to the Amendment to Master Declaration for Briar Bay to which this Joinder is attached.

Witnesses:

[Signature]
(1) Witness Signature
Forrest Ballins
Type/print Witness Name

[Signature]
(2) Witness Signature
DEBNA A. DIETZ
Type/print Witness Name

Sandler West Palm Beach Investment
Limited Partnership, a Virginia Limited
Partnership

By: Sandler West Palm Beach Investment,
Inc., a Virginia corporation

By: [Signature]
Nathan D. Benson, Vice President

Commonwealth of Virginia

City of Virginia Beach

The foregoing instrument was acknowledged before me this 23rd day of September, 2002, by Nathan D. Benson, as Vice President of Sandler West Palm Beach Investment, Inc., a Virginia corporation, as General Partner of Sandler West Palm Beach Investment Limited Partnership, a Virginia limited partnership, on behalf of the corporation and partnership. He is personally known to me or has produced N/A as identification.

[Signature]
Notary Public K. McKINZIE

My Commission Expires:
My Commission Expires September 30, 2006



NOTARIAL COPY



10/02/2002 11:21:42 20020517319
OR BK 14216 PG 0903
Palm Beach County, Florida

Prepared by & return to:
Joel D. Kopelman, Esq.
Navon, Kopelman & Lavin, P.A.
2699 Stirling Road, Suite B-100
Fort Lauderdale, Florida 33312

FIRST AMENDMENT TO ARTICLES OF INCORPORATION

The undersigned, Golden West Limited Partnership, a Virginia limited partnership ("Declarant"), as the Declarant under the Master Declaration for Briar Bay recorded in Official Records Book 13056, Page 1 of the Public Records of Palm Beach County, Florida ("Declaration") does hereby put all persons on notice of the First Amendment to Articles of Incorporation of Briar Bay Community Association, Inc., a Florida corporation not for profit ("Association"), a certified copy of which is attached hereto and made a part hereof as Exhibit "A". This instrument is being recorded in the Public Records of Palm Beach County, Florida in compliance with Section 9.6 of Article 9 of the Articles of Incorporation ("Articles") of the Association, which Articles are attached as Exhibit "B" to the Declaration.

IN WITNESS WHEREOF, the Declarant has here and to set its hand and seal as of the 23rd day of September, 2002.

Signed, sealed and delivered in the presence of:

GOLDEN WEST LIMITED PARTNERSHIP, a Virginia limited partnership

[Signature]
Signature of Witness
Forrest Rollins
Print Name of Witness

By: GOLDEN WEST, INC., a Virginia Corporation, as a general partner

By: [Signature]
Nathan D. Benson, Vice President
[Circular Stamp: GOLDEN WEST LIMITED PARTNERSHIP]

[Signature]
Signature of Witness
DEBRA A. DIETZ
Print Name of Witness

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

The foregoing instrument was acknowledged before me this 23rd day of September, 2002, by Nathan D. Benson, as Vice President of Golden West, Inc., a Virginia corporation, as general partner of Golden West, Inc., a Virginia corporation, as general partner of Golden West Limited Partnership, a Virginia limited partnership, on behalf of the limited partnership. He is personally known to me or has produces N/A as identification.

[Signature]
Notary Public
K. MCKENZIE
Printed Name of Notary Public



My commission expires:
My Commission Expires September 30, 2006

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on September 9, 2002, to Articles of Incorporation for BRIAR BAY COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N01000003276.

This is not a certified copy

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twentieth day of September, 2002



CR2EO22 (7-02)

Jim Smith
Jim Smith
Secretary of State

FILED

02 SEP -9 PM 4: 06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
BRIAR BAY COMMUNITY ASSOCIATION, INC.

(Document Number N01000003276)

In compliance with the Articles of Incorporation of Briar Bay Community Association, Inc., a Florida corporation not for profit, the "Declarant", Golden West Limited Partnership, a Virginia limited partnership, pursuant to Article 9.5 of the Articles of Incorporation hereby amends the Articles of Incorporation of BRIAR BAY COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "Association") as follows.

1. Section 5.1 which as a result of a computer error was inadvertently not included in the Articles of Incorporation when filed is hereby added to Article 5 - Directors as follows:


5.1 The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) directors, and which shall always be an odd number. The number of directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) directors so long as DECLARANT has the right to appoint any director, and thereafter the number of directors shall be equal to the number of PARCELS (plus one if there are an even number of PARCELS).

This Amendment is made and adopted as of September 9, 2002 by Golden West Limited Partnership, a Virginia limited partnership, in accordance with the Articles of Incorporation of Briar Bay Community Association, Inc.

ASSOCIATION:

BRIAR BAY COMMUNITY ASSOCIATION
INC., a Florida corporation not-for-profit

By


Alan Resh, President


DECLARANT

GOLDEN WEST LIMITED PARTNERSHIP,
a Virginia limited partnership

By

GOLDEN WEST, INC., a Virginia
corporation, its general partner

By


Nathan D. Benson, Vice President



Certified Copy



Prepared By and Return To:
 Joel D. Kopelman, Esq.
 Navon, Kopelman & Lavin, P.A.
 2699 Stirling Road, Suite B-100
 Fort Lauderdale, FL 33312

09/20/2002 10:52:05 20020495867
 DR BK 14173 PG 1632
 Palm Beach County, Florida

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS SIGNAGE EASEMENT AGREEMENT ("Easement Agreement") is made and entered into as of the 20th day of August, 2002, by and among **HAMAL COMMUNITY DEVELOPMENT DISTRICT** ("Grantor"), having a mailing address of 10300 N.W. 11th Manor, Coral Springs, Florida 33071, and **BRIAR BAY COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit ("Grantee"), having a mailing address of 448 Viking Drive, Suite 220, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Grantor is a local unit of a special purpose government, organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and supplemented (the "Act") and was created by Ordinance No. 3390-00, duly enacted by the City Commission of the City of West Palm Beach, Florida, effective on January 8, 2001; and

WHEREAS, Grantee is the homeowners association created to administer the residential project know as "Briar Bay" (the "Project") pursuant to the Master Declaration for Briar Bay recorded in Official Records Book 13056, Page 1 of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Grantee received a dedication of Tract RR ("Tract RR") of the Renaissance, according to the Plat thereof recorded in Plat Book 90, Page 162 of the Public Records of Palm Beach County, Florida (the "Plat")

WHEREAS, Grantor is the fee simple owner of the Easement Area (as hereafter defined); and

WHEREAS, Grantee desires to obtain for itself and its successors or assigns and Grantor desires to grant and convey, on the terms and conditions hereinafter set forth, a non-exclusive easement for ingress and egress over, through and across the Easement Area (as hereinafter defined) to those portions of Tract RR on which Grantee or the Declarant (as defined in the Declaration) has or is in process of installing entry signage and appurtenances thereto or utilities therefor (the "Entry Signs") for the project known as "Briar Bay"; and

WHEREAS, the "Easement Area" consists of those portions of Tract L-4 of The Renaissance, according to the Plat thereof, recorded in Plat Book 90, Page 162 of the Public Records of Palm Beach County, Florida and Tract B of Liberty Isles, according to the Plat thereof, recorded in Plat Book 95, Page 153 of the Public Records of Palm Beach County, Florida, that are adjacent to the Entry Signs as are reasonably necessary to allow Grantee access from Grantee's property or public rights of way to the Entry Signs for the purpose of constructing, repairing and maintaining the Entry Signs.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, and of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee, each intending to be legally bound, do hereby agree as follows:

1. Recitations: The foregoing recitations are true and correct and are incorporated herein by this reference.
2. Grant of Easement: Grantor hereby grants and conveys to Grantee, and its successors and assigns and their contractors a non exclusive ingress and egress easement over, through and

across the Easement Area for access by Grantee from Grantee's property or public rights of way to the Entry Signs for the purpose of constructing, maintaining and repairing the Entry Signs.

3. Repair: Grantee shall be responsible to repair any damage to the Easement Area or improvements thereon caused by the Grantee or its contractors in their use of the easement herein granted.

4. Indemnification: As a material inducement to Grantor to execute and deliver this Easement Agreement and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt adequacy and sufficiency of which is hereby acknowledged by Grantor, Grantee hereby indemnifies and holds Grantor forever harmless from and against any and all loss, costs, damages, claims and threats of claims, arising out of, directly or indirectly, with respect to matters contemplated by the Easement Agreement inducing without limitation, reasonable attorneys' fees, paralegals' fees, court costs for all trial and appellate levels.

5. Limitations On Liability: The parties hereto acknowledge, agree and recognize that nothing in this Easement Agreement shall constitute or be construed as a waiver of the Grantor's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or laws.

6. Mechanics' Liens: Grantee shall keep the Easement Area at all times free of mechanics' liens and any other liens for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by, through or under Grantee. Grantee agrees that it will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen and others of like character, and will indemnify Grantor against all liabilities, expenses, costs and charges, including, without limitation, bond payments for release of liens and reasonable attorneys' fees and costs incurred in and about the defense of any suit in discharging the Easement Area from any liens, judgments or encumbrances, caused or suffered by or through Grantee. In the event any such liens shall be made or filed, Grantee shall bond against or discharge same within ten (10) days after receiving written notice of the filing of same. Grantee shall not have any authority to create any liens for labor or material on the Easement Area and all persons contracting with Grantee for the performance of any services, supply of any materials or provision of any labor for any work done in, on or around the Easement Area, and all materialmen, contractors, suppliers, mechanics and laborers are hereby charged with notice that they must look solely to Grantee to secure payment of any bill for work done or material furnished at the request or instruction of Grantee or anyone claiming by, through or under Grantee.

7. Miscellaneous.

A. Enforcement. The provisions of this Easement Agreement may be enforced by all appropriate actions at law and/or in equity by the parties hereto, and their respective successors and assigns, with the prevailing party in any such action entitled to reimburse of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

B. Counterparts. This Easement Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

C. Construction. The section headings contained in this Easement Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Easement Agreement have participated fully in the negotiation of this Easement Agreement, and accordingly, this Easement Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Easement Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

D. Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows or to such other address as either party shall hereafter specify to the other in writing:

If to Grantor:

Hamal Community Development District
10300 NW 11th Manor
Coral Springs, Florida 33071

If to Grantee:

Briar Bay Community Association, Inc.
448 Viking Drive, Suite 220
Virginia Beach, Virginia 23452

E. Severability. In the event any term or provision of this Easement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement Agreement shall be construed in full force and effect.

F. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

Exhibit. All of the Exhibits attached to this Easement Agreement are incorporated in, and made a part of, this Easement Agreement.

8. Reservations. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the terms of this Easement Agreement, including, without limitation, the right to grant further easements on, over, under and/or across the Easement Area (i.e. utility and/or access easements) and the right to use the Easement Area for all uses not interfering or inconsistent with the uses permitted herein.

9. Amendments; Termination. Subject to the other provisions hereof, this Easement Agreement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Palm Beach County, Florida.

10. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

EXECUTED as of the date and year first above written.

Signed, sealed and delivered in the presence of:

HAMAL COMMUNITY DEVELOPMENT DISTRICT

Ada M. Paniagua
Printed Name: ADA M. PANIAGUA
Christopher J. MacNeir
Printed Name: Christopher J. MacNeir

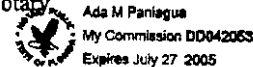
By: J. Larry Rutherford
J. Larry Rutherford, Chairman,
Board of Supervisors

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) ss

The foregoing instrument was acknowledged before me this 07th day of AUGUST, 2002, by J. Larry Rutherford, as Chairman of the Board of Supervisors of Hamal Community Development District, on behalf of the district. He is personally known to me or has produced _____ as identification.

Ada M. Paniagua
Notary Public
ADA M. PANIAGUA
Printed Name of Notary

My commission expires:



Signed, sealed and delivered
in the presence of:

BRIAR BAY COMMUNITY ASSOCIATION, INC., a
Florida corporation not for profit

Catherine Holden
Print Name: ~~CA THEZ USE HOLD~~

By: [Signature]
Alan Resh, President

Karen Smaczynski
Print Name: ~~Karen Smaczynski~~



COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH) SS:

The foregoing instrument was acknowledged before me this 8th day of August, 2002, by Alan Resh, as President of **Briar Bay Community Association, Inc.**, a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Karen A. Hiles
Notary Public

Karen A. Hiles
Typed, printed or stamped name
of Notary Public

My Commission Expires: 9/31/2003



Not a Certified Copy

Prepared By and Return To:
Joel D. Kopelman, Esq.
Navon, Kopelman & Lavin, P.A.
2699 Stirling Road, Suite B-100
Fort Lauderdale, FL 33312

08/06/2002 10:52:21 20020407417
DR BK 14000 PG 0008
Palm Beach County, Florida
AMT 10.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into as of the 16th day of July, 2002, by and among **GOLDEN WEST LIMITED PARTNERSHIP**, a Virginia limited partnership ("Grantor"), having a mailing address of 448 Viking Drive, Suite 220, Virginia Beach, Virginia 23452, and **SAIL HARBOUR HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("Grantee"), having a mailing address of 1192 East Newport Center Drive, Suite 130, Deerfield Beach, Florida 33442, and joined in by **BRIAR BAY COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit ("Association") whose address is 448 Viking Drive, Suite 220, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Grantee is the homeowners association created to administer pursuant to the Sail Harbour Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 13518, Page 414 of the Public Records of Palm Beach County, Florida ("the Declaration") the project known as "Sail Harbour" (the Project); and

WHEREAS, Grantor is the fee simple owner of the Easement Area (as hereafter defined); and

WHEREAS, Association is the entity created to administer the project known as "Briar Bay" pursuant to the Master Declaration for Briar Bay recorded in Official Records Book 13056, Page 1 of the Public Records of Palm Beach County, Florida ("Master Declaration"); and

WHEREAS, Grantee desires to obtain for itself and its successors or assigns and Grantor desires to grant and convey, on the terms and conditions hereinafter set forth, easements over, through, under and across the real property described in Exhibit "A" attached hereto and made a part hereof (the "Easement Area") for the installation of an irrigation pump and for access thereto to maintain, repair, and, as applicable, replace the irrigation pump for the Project;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, and of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee, each intending to be legally bound, do hereby agree as follows:

1. Recitations: The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Grant of Easement: Grantor hereby grants and conveys to Grantee and its successors and assigns, (i) a non-exclusive easement (the "Easement") over, through, under and across the Easement Area for the installation, maintenance, repair, and as applicable, replacement of an irrigation pump, water lines and utilities necessary to operate the Pump (collectively the "Pump") to serve the Project; and (ii) a non-exclusive easement for ingress and egress over the Easement Area for the purposes set forth in (i) above. To the extent customary, water lines shall be located underground.

3. Installation and Maintenance of the Pump: Grantee's rights under this Easement Agreement are subject to the following, to wit:

(i) Grantee shall be required to obtain all governmental and quasi-governmental permits, consents and approvals with respect to the installation and maintenance of the Pump and appurtenances thereto (and copies of which shall be promptly delivered to Grantor and Association); and

(ii) Any and all costs and expenses for the installation, construction, maintenance and repair of the Pump and any utilities therefor shall be borne by Grantee, and Grantee shall at all times maintain the Pump and all appurtenances thereto in first class condition and good working order.

(iii) Except as allowed by this Easement Agreement, Grantee shall make no changes or modifications to the Easement Area, without the prior written consent of the fee simple owner of the Easement Area and the Association.

(iv) Grantee shall immediately repair any and all damages to any portion of the Easement Area damaged by Grantees, its employees, contractors and subcontractors in their use of the Easement Area and restore the Easement Area to its condition immediately prior to any such damage.

4. Indemnification: For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantee, Grantee shall exercise its privileges hereunder at its sole risk and hereby indemnifies and saves forever harmless Grantor and Association, and their successors and assigns, for all damage, loss, liability or costs, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels, which may be sustained by Grantor or Association as a result of the negligent acts or omissions of Grantee its employees, agents, contractors or subcontractors with respect to the construction, maintenance or repair of the Pump or Easement Area.

5. Mechanics' Liens: Grantee shall keep the Easement Area at all times free of mechanics' liens and any other liens for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by, through or under Grantee. Grantee agrees that it will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen and others of like character, and will indemnify Grantor against all liabilities, expenses, costs and charges, including, without limitation, bond payments for release of liens and reasonable attorneys' fees and costs incurred in and about the defense of any suit in discharging the Easement Area from any liens, judgments or encumbrances, caused or suffered by or through Grantee. In the event any such liens shall be made or filed, Grantee shall bond against or discharge same within ten (10) days after receiving written notice of the filing of same. Grantee shall not have any authority to create any liens for labor or material on the Easement Area and all persons contracting with Grantee for the performance of any services, supply of any materials or provision of any labor for any work done in, on or around the Easement Area, and all materialmen, contractors, suppliers, mechanics and laborers are hereby charged with notice that they must look solely to Grantee to secure payment of any bill for work done or material furnished at the request or instruction of Grantee or anyone claiming by, through or under Grantee.

6. Insurance: During the term of this Easement Agreement, Grantee shall carry and pay for liability insurance which shall be endorsed to insure, as an additional insured, both the fee simple owner of the Easement Area and the Association against any and all claims, suits, actions, damages and/or causes of actions arising during the term of this Easement Agreement for any personal injury, loss of life and/or damage to the Easement Area, by reason of or as a result of Grantee's or its agents, employees, contractors, subcontractors use thereof for an amount of not less than \$500,000.00 combined single limit with property damage coverage of at least \$50,000.00. The Grantee shall deliver to the fee simple owner of the Easement Area and to the Association, copies of the insurance policies together with certificates of insurance immediately upon commencement of this Easement Agreement, and thereafter from time to time as required to assure that the coverage afforded by the policies is being maintained continuously and that the premiums therefor have been paid. The endorsement adding the fee simple owner of the Easement Area and the Association shall provide that the insurance policy will not be terminated and/or changed without at least twenty (20) days prior written notice to the fee simple owner of the Easement Area and the Association.

7. Miscellaneous.

A. Enforcement. The provisions of this Easement Agreement may be enforced by all appropriate actions at law and/or in equity by the parties hereto, and their respective successors and assigns, with the prevailing party in any such action entitled to reimburse of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

B. Counterparts. This Easement Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

C. Construction. The section headings contained in this Easement Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Easement Agreement have participated fully in the negotiation of this Easement Agreement, and accordingly, this Easement Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Easement Agreement, the

singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

D. Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing; provided, however, if Grantor shall fail to provide an address after it conveys the real property of which the Easement Area is a part, thereafter notice shall be given to the then holder of the fee simple title to the Easement Area as shown in the records of the Palm Beach County Property Appraiser):

If to Grantor:

Golden West Limited Partnership
448 Viking Drive, Suite 220
Virginia Beach, VA 23452
Attention: Nathan D. Benson

If to Grantee:

Sail Harbour Homeowners' Association, Inc.
1192 East Newport Center Drive, Suite 130
Deerfield Beach, Florida 33442

If to Association:

Briar Bay Community Association, Inc.,
448 Viking Drive, Suite 220
Virginia Beach, VA 23452

E. Severability. In the event any term or provision of this Easement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement Agreement shall be construed in full force and effect.

F. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, and all subsequent owners of the Easement Area and Access Area.

G. Exhibit. All of the Exhibits attached to this Easement Agreement are incorporated in, and made a part of, this Easement Agreement.

8. Reservations. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the terms of this Easement Agreement, including, without limitation, the right to grant further easements on, over, under, through and/or across the Easement Area and the right to use the Easement Area for all uses not interfering or inconsistent with the uses permitted herein.

9. Amendments; Termination. Subject to the other provisions hereof, this Easement Agreement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Palm Beach County, Florida.

10. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

EXECUTED as of the date and year first above written.

[Signature page to follow]

Signed, sealed and delivered
in the presence of:

**GOLDEN WEST LIMITED PARTNERSHIP, a
Virginia limited partnership**

By: **GOLDEN WEST, INC., a Virginia
corporation, its general partner**

Valerie Douglas
Printed Name: Valerie Douglas
Karol Smarzycki
Printed Name: Karol Smarzycki

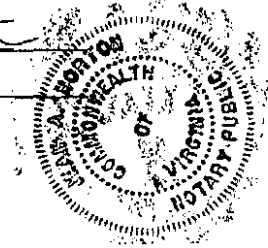
By: *Nathan Benson*
Nathan Benson, Vice President

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH) ss:

The foregoing instrument was acknowledged before me this 16 day of July
2002, by Nathan Benson, as Vice President of Golden West, Inc., a Virginia corporation, the general
partner of Golden West Limited Partnership, a Virginia limited partnership, on behalf of the
corporation and partnership. He is personally known to me, or has produced
as identification.

Jean A. Norton
Notary Public **Jean A. Norton**
Name of Notary typed or printed

My Commission Expires:
My Commission Expires November 30, 2004



Not a certified copy

BOOK 14000 PAGE 0012

Signed, sealed and delivered
in the presence of:

SAIL HARBOUR HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation
not for profit

Dulce Silva
Print Name: DULCE SILVA

By: [Signature]
Michael Humphries, President

[Signature]
Print Name: [Signature]

STATE OF FLORIDA
COUNTY OF Broward } SS:
The foregoing instrument was acknowledged before me this 2nd day of July, 2002, by Michael Humphries, as President of Sail Harbour Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Marcy L. Powers
Notary Public
MARCY L. POWERS
Typed, printed or stamped name
of Notary Public

My Commission Expires:
5/20/05



This is Not a Certified Copy

Signed, sealed and delivered
in the presence of:

**BRIAR BAY COMMUNITY ASSOCIATION,
INC.**, a Florida corporation not for profit

Valerie Douglas
Print Name: Valerie Douglas
Marie Smoczynski
Print Name: Marie Smoczynski

By: Catherine Holder
Catherine Holder, Vice President

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH) SS:

The foregoing instrument was acknowledged before me this 14 day of July 2002, by Catherine Holder, as Vice President of Briar Bay Community Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or has produced identification. _____ as

Jean A. Norton
Notary Public

Jean A. Norton

Typed, printed or stamped name
of Notary Public

My Commission Expires:
My Commission Expires November 30, 2004



This is a certified copy

LEGAL DESCRIPTION OF PROPOSED IRRIGATION PUMP AND ACCESS EASEMENT IN TRACT "R-3", THE RENAISSANCE

A PARCEL OF LAND LYING IN TRACT "R-3", THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 4 AS SHOWN ON SAID PLAT OF THE RENAISSANCE; SAID NORTHWEST CORNER ALSO BEING A BOUNDARY CORNER OF SAID TRACT "R-3"; THENCE, SOUTH 01°54'14" WEST, ALONG THE EAST LINE OF SAID TRACT "R-3", A DISTANCE OF 12.00 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 13.00 FEET TO A POINT ON THE EAST EASEMENT LINE OF A 34 FOOT DRAINAGE EASEMENT AS SHOWN IN SAID TRACT "R-3"; THENCE, SOUTH 01°54'14" WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 98.00 FEET TO THE INTERSECTION THEREOF WITH THE SOUTH LINE OF SAID TRACT "R-3"; THENCE, NORTH 88°05'46" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 17.00 FEET TO A POINT ON THE CENTERLINE OF SAID 34 FOOT EASEMENT; THENCE, NORTH 01°54'14" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 110.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTHERLY LINE OF SAID TRACT "R-3"; THENCE, SOUTH 88°05'46" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING

CERTIFICATION:

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION SHOWN HEREON AND THE DESCRIPTION SKETCH ATTACHED HERETO ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY:

Wm R. Van Campen
WM. R. VAN CAMPEN, P.S. 2474

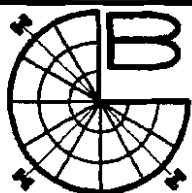
DATE: 06-05-02

Exhibit A

SEE SHEET 2 OF 2 FOR SKETCH

DESCRIPTION OF:

IRRIGATION PUMP AND ACCESS EASEMENT



BENCH MARK LAND SURVEYING & MAPPING, INC.

4152 W. BLUE HERON BOULEVARD • SUITE 121
RIVIERA BEACH • FLORIDA 33404

PHONE: (561) 848-2102 • LB. 2171 • FAX: (561) 844-9659

EMAIL: bmlsm@aol.com WEB: <http://members.aol.com//bmlsm>

FILE: TR3PAD

DATE: 6/5/2002

BY: KVC

CKD:

W.O.#: P220R3

SHEET 1 OF 2



BOOK 14000 PAGE 0015
Dorothy H. Wilken, Clerk

"LAKE"
TRACT "L-5"
(PLAT BOOK 90, PAGE 162)



GRAPHIC SCALE
(IN FEET)

POINT OF BEGINNING
NORTHWEST CORNER OF SECTION 4
(PLAT BOOK 90, PAGE 162)

30.00'
S88°05'46"E

20' LAKE MAINTENANCE EASEMENT
(PLAT BOOK 90, PAGE 162)

TRACT "U"
(30' X 20')
(PLAT BOOK 90, PAGE 162)

TRACT "R-3"
(RECREATION)
(PLAT BOOK 90, PAGE 162)

34' DRAINAGE EASEMENT
(PLAT BOOK 90, PAGE 162)

N01°54'14"E 110.00'

IRRIGATION PUMP AND ACCESS EASEMENT

S01°54'14"W 98.00'

S01°54'14"W 12.00'

N88°05'46"W 13.00'

SECTION 4
THE RENAISSANCE
(PLAT BOOK 90, PAGE 162)

N88°05'46"W 17.00'

EATON STREET
(PLAT BOOK 90, PAGE 162)

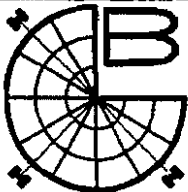
Exhibit A

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

DESCRIPTION SKETCH OF:

IRRIGATION PUMP AND ACCESS EASEMENT



BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 W. BLUE HERON BOULEVARD • SUITE 121
RIVIERA BEACH • FLORIDA 33404
PHONE: (561) 848-2102 • LB. 2171 • FAX: (561) 844-9659
EMAIL: bmlsm@aol.com WEB: <http://members.aol.com//bmlsm>

Prepared By and Return to:
Joel D. Kopelman, Esq.
Navon, Kopelman, O'Donnell & Lavin, P.A.
2699 Stirling Road, Suite B-100
Ft. Lauderdale, FL 33312

04/19/2002 10:27:14 20020200165
OR BK 13624 PG 0441
Palm Beach County, Florida

**AMENDMENT TO THE
MASTER DECLARATION FOR BRIAR BAY**

THIS FIRST AMENDMENT TO THE MASTER DECLARATION FOR BRIAR BAY ("Amendment") is made as of the 3 day of APRIL, 2002, by **GOLDEN WEST LIMITED PARTNERSHIP**, a Virginia limited partnership (hereinafter referred to as "Declarant"), whose address is Suite 220, 448 Viking Drive, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Declarant is the Declarant defined in that certain Master Declaration for Briar Bay which was recorded November 5, 2001 in Official Records Book 13056, Page 1, of the Public Records of Palm Beach County, Florida, (the "Declaration"); and

WHEREAS, the Declarant has the right to amend the Declaration in accordance with Section 11.1.3 of the Declaration, without the approval of any other party; and

WHEREAS, the Declarant has deemed it necessary to amend Section 2.15 of the Declaration.

NOW, THEREFORE, in accordance with the terms and provisions of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference. Defined terms in the Declaration shall have the same meaning in the Amendment, unless the context otherwise requires.
2. Section 2.15 of Declaration is hereby amended and restated in its entirety to provide as follows:
 - 2.15. Perimeter Wall, Fence, Berm or Landscaping. DECLARANT and the COMMUNITY ASSOCIATION shall have an easement around the perimeter of the SUBJECT PROPERTY, and adjacent to the collector roads servicing the SUBJECT PROPERTY, for the installation of any wall, fence, berm or landscaping and for the COMMUNITY ASSOCIATION (and not the DECLARANT) to maintain and repair the aforesaid improvements; provided, however if the obligation to maintain or repair such improvements is the responsibility of another person(s) or entity(ies), the COMMUNITY ASSOCIATION shall not be obligated to perform such maintenance or repair.

Notwithstanding anything in the Section 2.15 to the contrary, the DECLARANT shall have no obligation to maintain, repair or replace any such improvements located in such easement referred to above or in any other area provided for in this Section 2.15. Said easement shall be shown on the subdivision plat for the SUBJECT PROPERTY. In the event said easement is absent from the subdivision plat, the DECLARANT and the COMMUNITY ASSOCIATION hereby reserve adequate area as necessary for the purposes and uses as provided above in this Section 2.15 to install and/or maintain (subject to the limitations set forth above regarding maintenance or repair) any wall, fence, berm or landscaping. If any wall, fence, berm or landscaping is constructed within such easement by the DECLARANT or the COMMUNITY ASSOCIATION, then, unless the obligation of maintenance is the responsibility of another person(s) or entity(ies), the COMMUNITY ASSOCIATION shall maintain the wall, fence, berm or landscaping located between the wall, fence, or berm and the aforesaid perimeter of the SUBJECT PROPERTY and the area adjacent to the collector roads servicing the SUBJECT PROPERTY. However, where any wall or fence constructed by DECLARANT or the COMMUNITY ASSOCIATION is located on a LOT, the OWNER shall maintain the side of the wall or fence facing the OWNER's LOT. Notwithstanding anything in the section 2.15 to the contrary, no improvements shall be made by the Community Association to any property owned by or to be maintained by the Hamal Community Development District, without the prior written consent of Hamal Community Development District in each instance.

- 3. Except as amended by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name, as of the day and year first above written.

{Signature page to follow}

Signed, sealed and delivered
in the presence of:

GOLDEN WEST LIMITED PARTNERSHIP, a Virginia
limited partnership

By: GOLDEN WEST, INC., a Virginia corporation,
its general partner

Dona Matteson
Print Name: **Dona O. Matteson**

By: *[Signature]*
Nathan Benson, Vice President

Jean A. Norton
Print Name: **Jean A. Norton**

GOLDEN WEST, INC.
VA

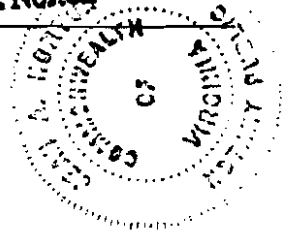
COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State and City aforesaid, to take acknowledgments, personally appeared Nathan Benson, as Vice President of GOLDEN WEST, INC., as the general partner of GOLDEN WEST LIMITED PARTNERSHIP, a Virginia limited partnership, who is personally known to me or has produced _____ as identification, and who has executed the foregoing instrument on behalf of the partnership for the purposes expressed therein.

WITNESS my hand and official seal this 3 day of Apr, 2002.

My commission expires:
My Commission Expires November 30, 2004

Jean A. Norton
Notary Public, State of Virginia
Print Name **Jean A. Norton**



Certified Copy

5



04/05/2002 14:29:10 20020176696
OR BK 13581 PG 1045
Palm Beach County, Florida

This Instrument Prepared By
and Return To:
Joel D. Kopelman, Esq.
Navon, Kopelman, O'Donnell & Lavin, P.A.
2699 Stirling Road, Suite B-100
Fort Lauderdale, FL 33312

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") is executed this 4 day of ~~March~~ ^{April}, 2002, by and among **HOME DYNAMICS LIBERTY, LLC**, a Florida limited liability company ("Grantor"), having a mailing address of 4788 West Commercial Boulevard, Tamarac, Florida 33319, and **BRIAR BAY COMMUNITY ASSOCIATION, INC.**, a Florida Corporation not for profit ("Grantee") whose address is 448 Viking Drive, Suite 220, Virginia Beach, Virginia 23452.

(Whenever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and the heirs, personal representatives, successors and assigns.)

WITNESSETH:

WHEREAS, simultaneous with the execution and delivery of this Easement, Grantor acquired from Golden West Limited Partnership, a Virginia limited partnership, fee simple title to among other property that certain real property lying, being and situate in Palm Beach County, Florida, and legally described on **Exhibit "A"** attached hereto and made a part hereof ("Easement Area"); and

WHEREAS, Grantee is the association created to administer the residential project known as "Briar Bay" pursuant to the Master Declaration for Briar Bay, recorded in Official Records Book 13056, Page 1 of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Tract RR (as hereinafter defined) was dedicated to Grantee by the Plat (as hereinafter defined);

WHEREAS, Grantee desires an easement over, under and across the Easement Area for the purpose of construction (and reconstruction as needed) and maintenance of the "Entry Sign" (as hereinafter defined) and for access to and from the Entry Sign to be located on a portion of Tract RR ("Tract RR") of THE RENAISSANCE, according to the Plat thereof recorded in Plat Book 90, Page 162 of the Public Records of Palm Beach County, Florida (the "Plat") the approximate location

and graphic depiction of said entry sign is shown on **Exhibit B** attached hereto and made a part hereof the ("Entry Sign").

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, do hereby agree as follows:

1. **Recitations:** The foregoing recitations are true and correct and are incorporated herein by this reference.

2. **Grant of Easement:** Grantor hereby grants and conveys to Grantee and its successors, assigns, designees and contractors a perpetual non-exclusive easement over, through, across, under and upon such portions of the Easement Area in locations as are reasonably necessary for the ingress and egress to the Entry Sign for the purpose of constructing, installing, repairing and maintaining the Entry Sign.

3. **Repair:** Grantee shall restore any portion of the Easement Area used by Grantee to substantially the same condition as it existed immediately prior to use thereof by Grantee for the purposes set forth herein.

4. **Binding Effect:** The covenants contained in this Easement are not personal but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees, successors or assigns.

5. **Enforcement:** In the event of a breach of any of the covenants or agreements set forth in this Easement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. The parties hereto have agreed that in the event it becomes necessary for any party to defend or institute legal proceedings as the result of the failure of either party to comply with the terms, covenants, agreements and conditions of this Easement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed by the defaulting party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

6. **Transfer of Title:** Whenever a transfer of ownership of any portion of the Easement Area takes place, the liability of the transferor for breach of the covenants herein occurring shall automatically terminate as to the portion of the property transferred and thereafter, the transferee shall be deemed to be liable for the obligations arising from and after the date of acquiring title to such portion of the parcel until such date as such transferee shall convey such property.

7. **Notices/Approvals:**

7.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the party set forth in this Easement or to such other address as provided by a party; provided, however, notice to any other owner of a parcel of land affected hereby shall be sent to the address of the owner as reflected on the tax assessor's records for the affected parcel.

7.2 All requests for approval shall be submitted as provided herein for the delivery of notices. If no response shall have been given within ten (10) days of delivery of the request, approval shall be deemed to have been given. Except as expressly provided herein to the contrary, approval in no instance shall be unreasonably withheld or delayed.

8. **Amendment:** This Easement may not be modified, amended or terminated without the prior written approval of Grantor and Grantee.

9. **Waiver:** No waiver of any of the provisions of this Easement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

10. **Governing Law:** This Easement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be the 15th Judicial Circuit in and for Palm Beach County, Florida.

11. **Captions:** The captions and paragraph headings contained in this Easement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of the provisions hereto.

12. **Counterparts:** This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement.

13. **Limitations On Liability:** In the event the Easement Area is dedicated or conveyed to Hamal Community Development District, a unit of special purpose government created under Chapter 190, Florida Statutes, then in that event occurring, the parties hereto acknowledge, agree and recognize that nothing in this Easement shall constitute or be construed as a waiver of Hamal Community Development District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or laws.

14. **Termination of Easement:** This Easement shall automatically terminate and be null and void upon the recording of a plat subsequent to the date of this Easement which includes, among other property, the Easement Area, in the Public Records of Palm Beach County, Florida, and which

plat shall contain a dedication to Grantee of an easement adjacent to the Entry Sign acceptable to Grantee in replacement of the easement granted by this Easement. The Grantee's execution of such plat accepting the dedicated easement shall be proof that the easement dedicated to Grantee by the plat is acceptable to Grantee.

IN WITNESS WHEREOF, the parties have executed this Easement the day and year first above written.

WITNESS:

HOME DYNAMICS LIBERTY, LLC, a Florida limited liability company

By: [Signature]
David J. Schack, Managing Member

[Signature]
Printed Name: JOEL D KOPELMAN

[Signature]
Printed Name: SUEAN K MOTTA

STATE OF FLORIDA

COUNTY OF BROWARD

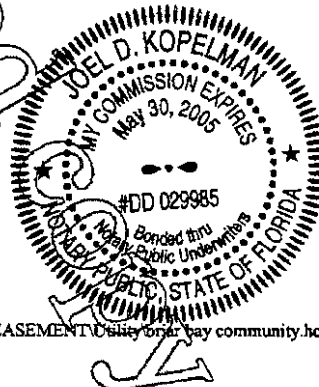
ss:

The foregoing instrument was acknowledged before me this 4 day of April, 2002, by **David J. Schack, as Managing Member of Home Dynamics Liberty, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

Joel D Kopelman
Printed Name of Notary

My commission expires:



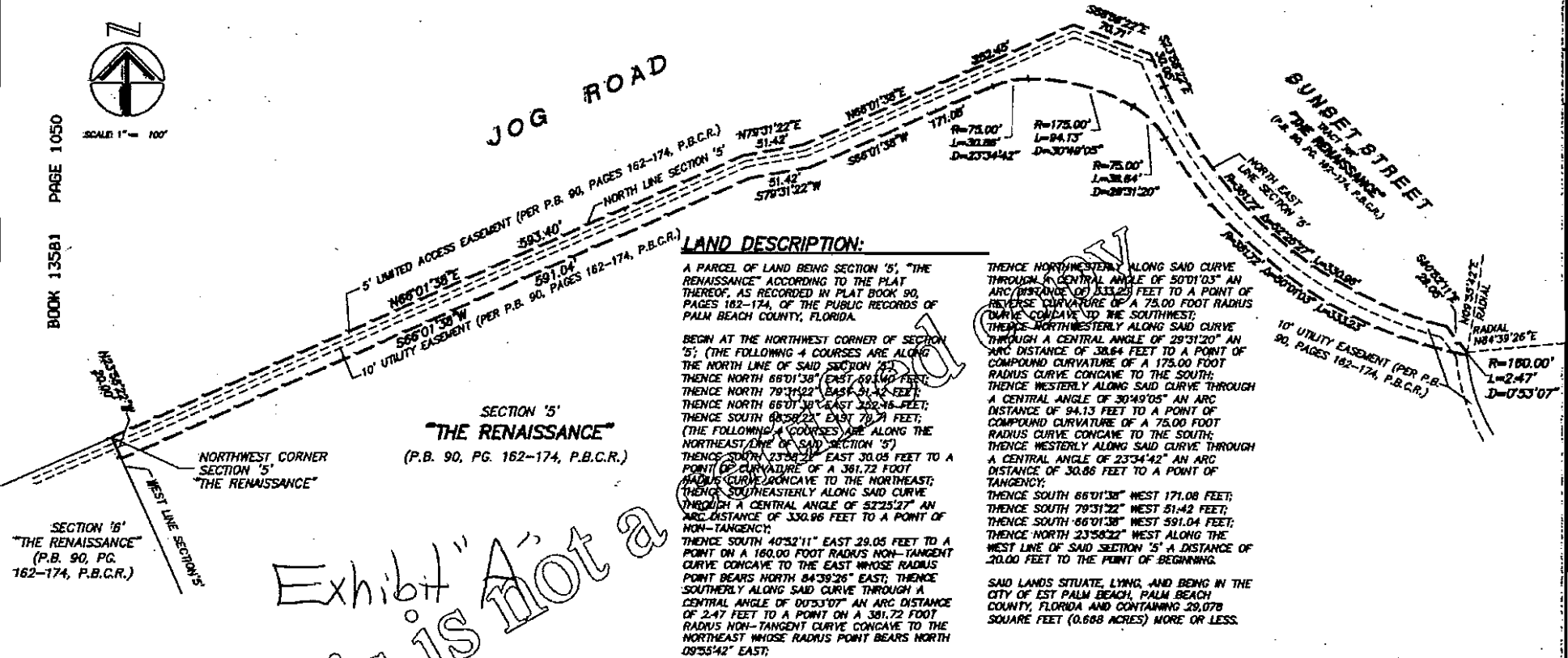


SCALE: 1" = 100'

BOOK 13581 PAGE 1050

JOG ROAD

GUNSET STREET
THE RENAISSANCE
P.B. 90, PG. 162-174, P.B.C.R.



LAND DESCRIPTION:

A PARCEL OF LAND BEING SECTION '5', 'THE RENAISSANCE' ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 162-174, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BEGIN AT THE NORTHWEST CORNER OF SECTION '5'; (THE FOLLOWING 4 COURSES ARE ALONG THE NORTH LINE OF SAID SECTION '5')
 THENCE NORTH 86°01'38" EAST 591.04 FEET;
 THENCE NORTH 79°31'22" EAST 51.42 FEET;
 THENCE NORTH 86°01'38" EAST 591.04 FEET;
 (THE FOLLOWING 4 COURSES ARE ALONG THE NORTHEAST LINE OF SAID SECTION '5')
 THENCE SOUTH 23°58'22" EAST 30.05 FEET TO A POINT OF CURVATURE OF A 381.72 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°25'27" AN ARC DISTANCE OF 330.96 FEET TO A POINT OF NON-TANGENCY;
 THENCE SOUTH 40°52'11" EAST 29.05 FEET TO A POINT ON A 160.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS NORTH 84°39'26" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°53'07" AN ARC DISTANCE OF 2.47 FEET TO A POINT ON A 381.72 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 09°55'42" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°01'03" AN ARC DISTANCE OF 533.25 FEET TO A POINT OF REVERSE CURVATURE OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°31'20" AN ARC DISTANCE OF 38.64 FEET TO A POINT OF COMPOUND CURVATURE OF A 175.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°49'03" AN ARC DISTANCE OF 94.13 FEET TO A POINT OF COMPOUND CURVATURE OF A 75.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°34'42" AN ARC DISTANCE OF 30.06 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 66°01'38" WEST 171.08 FEET;
 THENCE SOUTH 79°31'22" WEST 51.42 FEET;
 THENCE SOUTH 66°01'38" WEST 591.04 FEET;
 THENCE NORTH 23°58'22" WEST ALONG THE WEST LINE OF SAID SECTION '5' A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF EST PALM BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 29,078 SQUARE FEET (0.668 ACRES) MORE OR LESS.

REVISIONS			
DATE	REVISION	BY	CHK.

SKETCH AND DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERRED TO "THE RENAISSANCE", PLAT AS RECORDED IN PLAT BOOK 90, PAGE 162-174 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY SUNTECH ENGINEERING, INC.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.072, FLORIDA STATUTES.

DATED THIS 22ND DAY OF MARCH, 2002.

SUNTECH Sun-Tech Engineering, Inc.
 Engineering - Surveying - Planning
 Certificate of Authorization Number LB 7019

1600 West Oakland Park Boulevard Phone (954) 777-3123
 Ft. Lauderdale, FL 33311 Fax (954) 777-3114

ABBREVIATIONS

B.C.R. = BROWARD COUNTY RECORDS	D = CENTRAL ANGLE
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER	L = ARC LENGTH
P.O.B. = POINT OF BEGINNING	R = RADIUS
P.O.C. = POINT OF COMMENCEMENT	
P.B. = PLAT BOOK	
PG. = PAGE	
P.B.C.R. = PALM BEACH COUNTY RECORDS	

ALEXANDER, G. ROCHANT
 PROFESSIONAL SURVEYOR & MAPPER
 STATE OF FLORIDA REGISTRATION No. 5995

3474ED-10W2
 JOB No.: 01-2474

EXHIBIT "B"

ENTRY SIGN LOCATION

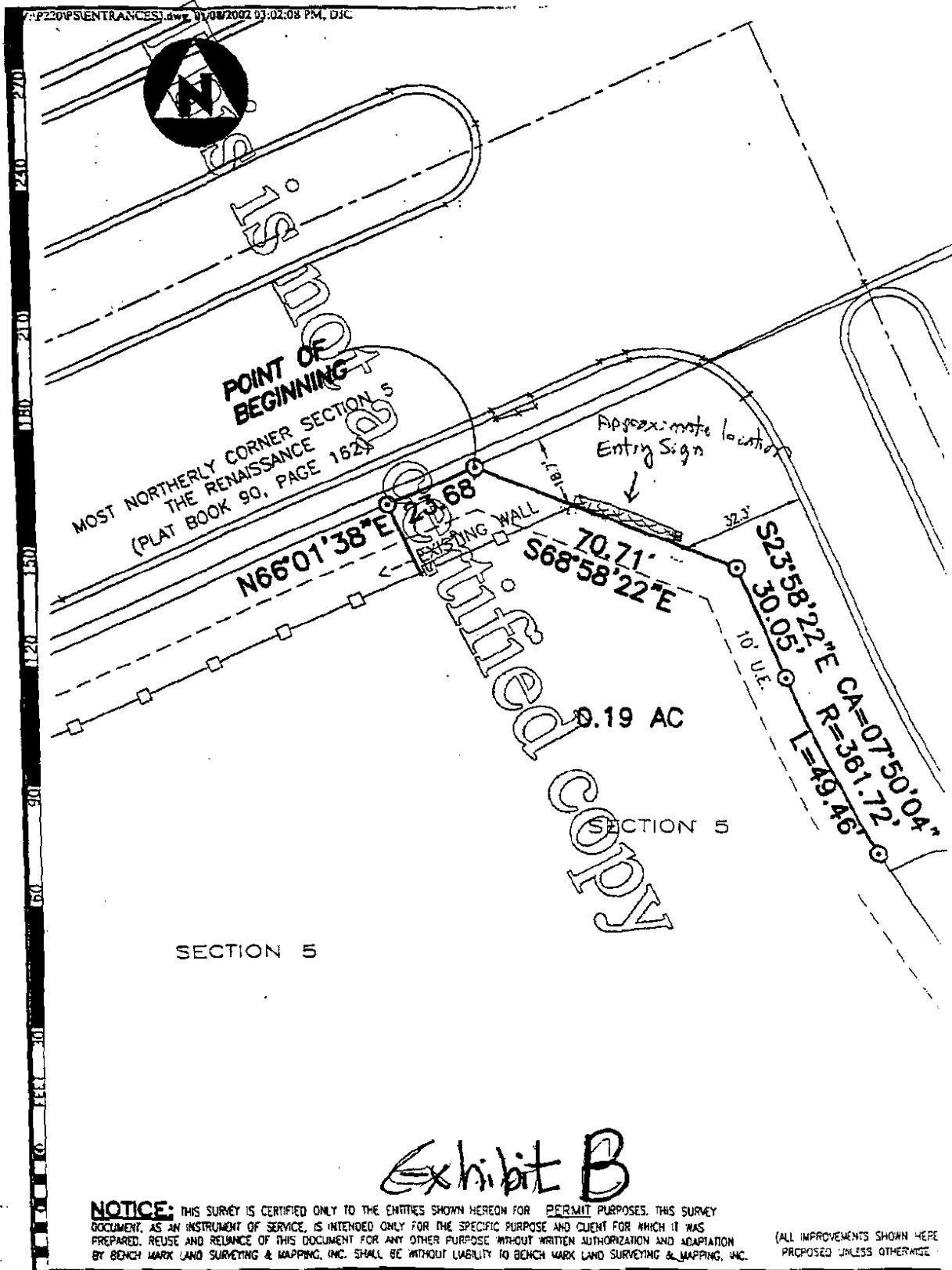
This is not a certified copy

Return to: (enclose self-addressed stamped envelope)

Name

Address:

BOOK 13581 PAGE 1052
Dorothy H. Wilken, Clerk





Prepared By and Return To:
 Joel D. Kopelman, Esq.
 Navon, Kopelman, O'Donnell & Lavin, P.A.
 2699 Stirling Road, Suite B-100
 Fort Lauderdale, FL 33312

03/20/2002 14:42:30 20020145052
 DR BK 13522 PG 0688
 Palm Beach County, Florida

SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
 ATTORNEYS AT LAW
 8330 WORLD TRADE CENTER
 80 F.W. BUNKER STREET
 MIAMI, FLORIDA 33130

SIGNAGE EASEMENT AGREEMENT

THIS SIGNAGE EASEMENT AGREEMENT ("Easement Agreement") is made and entered into as of the 14th day of MARCH, 2002, by and among **GOLDEN WEST LIMITED PARTNERSHIP**, a Virginia limited partnership ("Grantor"), having a mailing address of 448 Viking Drive, Suite 220, Virginia Beach, Virginia 23452, and **SAIL HARBOUR HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("Grantee"), having a mailing address of 192 East Newport Center Drive, Suite 130, Deerfield Beach, Florida 33442, and joined in by **Briar Bay Community Association, Inc.**, a Florida corporation not for profit ("Association") whose address is 448 Viking Drive, Suite 220, Virginia Beach, Virginia 23452.

WITNESSETH:

WHEREAS, Grantee is the homeowners association created to administer pursuant to the Sail Harbour Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 13518, Page 414 of the Public Records of Palm Beach County, Florida ("the Declaration") the project known as "Sail Harbour" (the Project) being developed on the real property described in Exhibit A attached hereto and made a part hereof; and

and WHEREAS, Grantor is the fee simple owner of the Easement Area (as hereafter defined);

WHEREAS, Association is the entity created to administer the project known as "Briar Bay" pursuant to the Master Declaration for Briar Bay recorded in Official Records Book 13056, Page 1 of the Public Records of Palm Beach County, Florida ("Master Declaration"); and

WHEREAS, Grantee desires to obtain for itself and its successors or assigns and Grantor desires to grant and convey, on the terms and conditions hereinafter set forth, a signage easement over and across the real property described in Exhibit B attached hereto and made a part hereof (the "Easement Area") for the installation of a sign, which sign shall be used to identify the Project;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, and of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee, each intending to be legally bound, do hereby agree as follows:

1. Recitations: The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Grant of Easement: Grantor hereby grants and conveys to Grantee and its successors and assigns, (i) a non-exclusive signage easement (the "Sign Easement") over, under and across the Easement Area for the installation and maintenance of the Sign (as hereinafter defined) to identify the Project; (ii) a non-exclusive ingress and egress easement over only such limited portion of Tract R-3, of The Renaissance, according to the Plat thereof, recorded in Plat Book 90, Page 162 of the Public Records of Palm Beach County, Florida, the ("Plat") that adjoins the Sign by Tract R of the Plat for access to the Easement Area for the purpose set forth in (i) above (the Access Area").

3. Installation and Maintenance of the Sign: Grantee's rights under this Easement Agreement are subject to the following, to wit:

(i) The sign (and the words and graphics, as applicable, to be placed thereon) to be located within the Easement Area (the "Sign") shall be in accordance with the sketch and specifications therefor attached hereto and made a part hereof as Exhibit C (the "Sketch") but in any event subject to applicable ordinances and regulations of governmental and/or quasi-governmental agency having jurisdiction thereof;

(ii) Grantee shall be required to obtain all governmental and quasi-governmental permits, consents and approvals with respect to the installation and maintenance of all such signage (and copies of which shall be promptly delivered to Grantor); and

(iii) Any and all costs and expenses for the installation, construction, maintenance and repair of the Sign and any utilities therefor shall be borne by Grantee, and Grantee shall at all times maintain the Sign and Easement Area in first class condition.

(iv) Grantee shall make no changes or modifications to the Sign or the Easement Area without the prior written consent of the fee simple owner of the Easement Area and the Association.

Grantee shall immediately repair any and all damages to any portion of the Easement Area or Access Area damaged by Grantees, its employees, contractors and subcontractors in their use of the Easement Area and Access Area.

4. Indemnification: For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantee, Grantee shall exercise its privileges hereunder at its sole risk and hereby indemnifies and saves forever harmless Grantor and Association, and their successors and assigns, for all damage, loss, liability or costs, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels, which may be sustained by Grantor or Association as a result of the negligent acts or omissions of Grantee its employees, agents, contractors or subcontractors with respect to the construction, maintenance or repair of the Sign, Easement Area or Access Area.

5. Mechanics' Liens: Grantee shall keep the Easement Area and Access Area at all times free of mechanics' liens and any other liens for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by, through or under Grantee. Grantee agrees that it will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen and others of like character, and will indemnify Grantor against all liabilities, expenses, costs and charges, including, without limitation, bond payments for release of liens and reasonable attorneys' fees and costs incurred in and about the defense of any suit in discharging the Easement Area or Access Area from any liens, judgments or encumbrances, caused or suffered by or through Grantee. In the event any such liens shall be made or filed, Grantee shall bond against or discharge same within ten (10) days after receiving written notice of the filing of same. Grantee shall not have any authority to create any liens for labor or material on the Easement Area or Access Area and all persons contracting with Grantee for the performance of any services, supply of any materials or provision of any labor for any work done in, on or around the Easement Area or Access Area, and all materialmen, contractors, suppliers, mechanics and laborers are hereby charged with notice that they must look solely to Grantee to secure payment of any bill for work done or material furnished at the request or instruction of Grantee or anyone claiming by, through or under Grantee.

6. Miscellaneous.

A. Enforcement. The provisions of this Easement Agreement may be enforced by all appropriate actions at law and/or in equity by the parties hereto, and their respective successors and assigns, with the prevailing party in any such action entitled to reimburse of reasonable attorneys' fees and costs incurred at trial and all appellate levels.

B. Counterparts. This Easement Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

C. Construction. The section headings contained in this Easement Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Easement Agreement have participated fully in the negotiation of this Easement Agreement, and accordingly, this Easement Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Easement Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

D. Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing; provided, however, if Grantor shall fail to provide an address after it conveys the real property of which the Easement Area is a part, thereafter notice shall be given to the then holder of the fee simple title to the Easement Area as shown in the records of the Palm Beach County Property Appraiser):

If to Grantor:

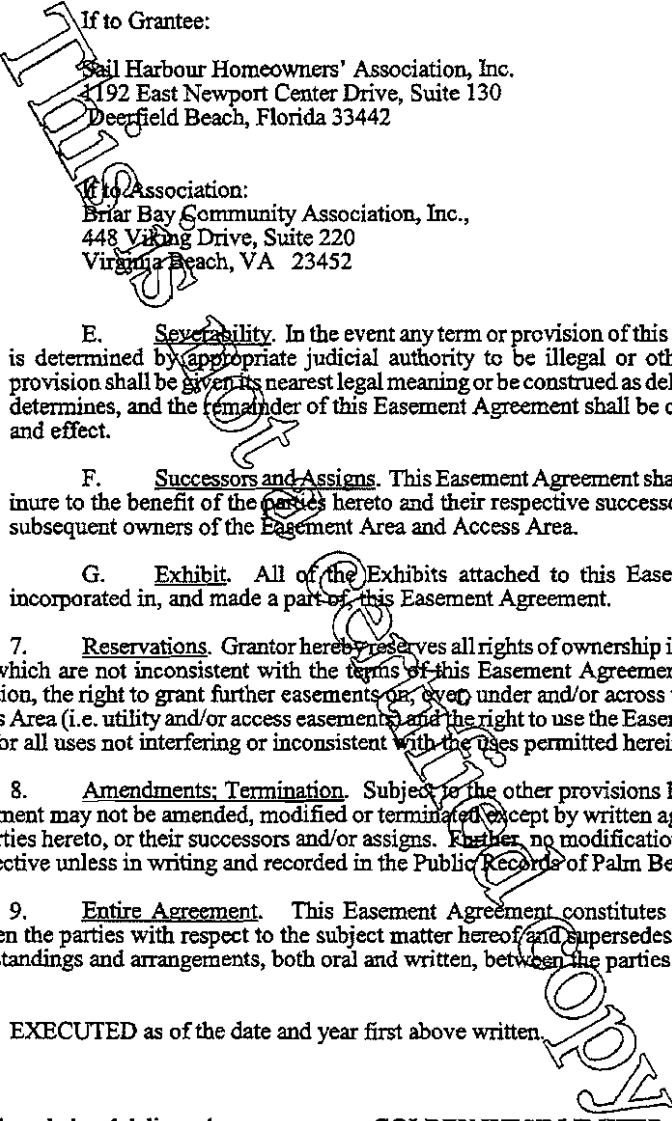
Golden West Limited Partnership
448 Viking Drive, Suite 220
Virginia Beach, VA 23452
Attention: Nathan D. Benson

If to Grantee:

Sail Harbour Homeowners' Association, Inc.
192 East Newport Center Drive, Suite 130
Deerfield Beach, Florida 33442

If to Association:

Briar Bay Community Association, Inc.,
448 Viking Drive, Suite 220
Virginia Beach, VA 23452



E. Severability. In the event any term or provision of this Easement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement Agreement shall be construed in full force and effect.

F. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, and all subsequent owners of the Easement Area and Access Area.

G. Exhibit. All of the Exhibits attached to this Easement Agreement are incorporated in, and made a part of, this Easement Agreement.

7. Reservations. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the terms of this Easement Agreement, including, without limitation, the right to grant further easements or, even, under and/or across the Easement Area or Access Area (i.e. utility and/or access easements) and the right to use the Easement Area and Access Area for all uses not interfering or inconsistent with the uses permitted herein.

8. Amendments; Termination. Subject to the other provisions hereof, this Easement Agreement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Palm Beach County, Florida.

9. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

EXECUTED as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

GOLDEN WEST LIMITED PARTNERSHIP, a
Virginia limited partnership

By: **GOLDEN WEST, INC.**, a Virginia
corporation, its general partner

Catherine Holder
Printed Name: CATHERINE HOLDER

By: *Nathan Benson*
Nathan Benson, Vice President

Debra A. Dietz
Printed Name: DEBRA A. DIETZ

SAIL HARBOUR HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit

Karl Albertson
Print Name: Karl Albertson

By: [Signature]
Michael Humphries, President

[Signature]
Print Name: Chelise Casey

BRIAR BAY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

[Signature]
Print Name: CATHERINE HOWER

By: [Signature]
Alan Resh, President

[Signature]
Print Name: Valerie Douglas

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH) ss:

The foregoing instrument was acknowledged before me this 14 day of march 2002, by Nathan Benson, as Vice President of Golden West, Inc., a Virginia corporation, the general partner of Golden West Limited Partnership, a Virginia limited partnership, on behalf of the corporation and partnership. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Name of Notary typed or printed: Jean A. Norton

My Commission Expires:
My Commission Expires November 30, 2004

STATE OF FLORIDA)
COUNTY OF Broward) ss:

The foregoing instrument was acknowledged before me this 18 day of March, 2002, by Michael Humphries, as President of Sail Harbour Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
Typed, printed or stamped name of Notary Public: MARCY L. POWERS

My Commission Expires:
5/20/05

COMMONWEALTH OF VIRGINIA)
CITY OF VIRGINIA BEACH) SS:

The foregoing instrument was acknowledged before me this 14th day of March, 2002, by Alan Resh, as President of Briar Bay Community Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Karen A. Hiles
Notary Public
Karen A. Hiles
Typed, printed or stamped name
of Notary Public

My Commission Expires: 5/31/2003

This is not a certified copy

This is

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 4, THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 182, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE, SOUTH 01°54'14" WEST, ALONG THE WEST BOUNDARY LINE OF SAID SECTION 4, A DISTANCE OF 110.00 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 01°54'14" WEST, ALONG SAID WEST BOUNDARY LINE, A DISTANCE OF 40.00 FEET; THENCE, SOUTH 88°05'46" EAST, DEPARTING SAID WEST BOUNDARY LINE, A DISTANCE OF 188.00 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 14.50 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 84.00 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 14.50 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 2.86 FEET; THENCE, SOUTH 43°05'46" EAST, A DISTANCE OF 28.28 FEET; THENCE, SOUTH 01°54'14" WEST, A DISTANCE OF 645.27 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 110.00 FEET TO THE INTERSECTION THEREOF, WITH THE WEST BOUNDARY LINE OF SAID SECTION 4; THENCE, SOUTH 01°54'14" WEST, ALONG SAID WEST BOUNDARY LINE, A DISTANCE OF 484.73 FEET; THENCE, SOUTH 88°05'46" EAST, CONTINUING ALONG THE BOUNDARY LINE OF SAID SECTION 4, A DISTANCE OF 548.43 FEET; THENCE, SOUTH 01°54'14" WEST, CONTINUING ALONG SAID BOUNDARY LINE, A DISTANCE OF 289.88 FEET; THENCE, NORTH 88°05'46" WEST, CONTINUING ALONG SAID BOUNDARY LINE, A DISTANCE OF 157.13 FEET; THENCE, SOUTH 01°54'14" WEST, CONTINUING ALONG SAID BOUNDARY LINE, A DISTANCE OF 281.44 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE, SOUTH 88°58'11" EAST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 427.18 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE, NORTH 01°54'14" EAST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 4, A DISTANCE OF 1,084.80 FEET; THENCE, NORTH 88°05'46" WEST, DEPARTING SAID EAST BOUNDARY LINE, A DISTANCE OF 494.75 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 110.00 FEET; THENCE, SOUTH 88°05'46" EAST, A DISTANCE OF 7.43 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 150.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 181.11 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 358.00 FEET; THENCE, NORTH 46°54'14" EAST, A DISTANCE OF 28.28 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 40.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 12.20 FEET; THENCE, NORTH 01°54'14" EAST, A DISTANCE OF 110.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTH BOUNDARY LINE OF SAID SECTION 4; THENCE, NORTH 88°05'46" WEST, ALONG SAID NORTH BOUNDARY LINE, A DISTANCE OF 159.32 FEET; THENCE, SOUTH 01°54'14" WEST, DEPARTING SAID NORTH BOUNDARY LINE, A DISTANCE OF 110.00 FEET; THENCE, NORTH 88°05'46" WEST, A DISTANCE OF 183.75 FEET TO THE POINT OF BEGINNING.

This is a Certified Copy

**LEGAL DESCRIPTION OF SIGN/WALL EASEMENT
IN TRACT "R-3", THE RENAISSANCE**

A STRIP OF LAND 10.00 FEET IN WIDTH LYING IN TRACT "R-3", THE RENAISSANCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGE 162, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT "R-3"; THENCE, NORTH 04°00'16" EAST, A DISTANCE OF 10.78 FEET TO A POINT ON THE 10 FOOT UTILITY EASEMENT LINE AS SHOWN ON SAID PLAT FOR A POINT OF BEGINNING;

THENCE, NORTH 64°04'39" WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 20.18 FEET; THENCE, NORTH 14°12'44" WEST, CONTINUING ALONG SAID EASEMENT LINE, A DISTANCE OF 6.54 FEET; THENCE, SOUTH 64°04'39" EAST, DEPARTING SAID EASEMENT LINE, A DISTANCE OF 29.60 FEET TO THE INTERSECTION THEREOF WITH SAID EASEMENT LINE; THENCE, SOUTH 72°05'10" WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 7.22 FEET TO THE POINT OF BEGINNING.

CERTIFICATION:

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION SHOWN HEREON AND THE DESCRIPTION SKETCH ATTACHED HERETO ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: WM. R. VAN CAMPEN DATE: 02/14-2002
WM. R. VAN CAMPEN, P.S.M. 2424

EXHIBIT "B"
page 1 of 2

SEE SHEET 2 OF 2 FOR SKETCH

DESCRIPTION OF: **ENTRANCE SIGN/WALL EASEMENT AT THE RENAISSANCE TRACT "R-3"**



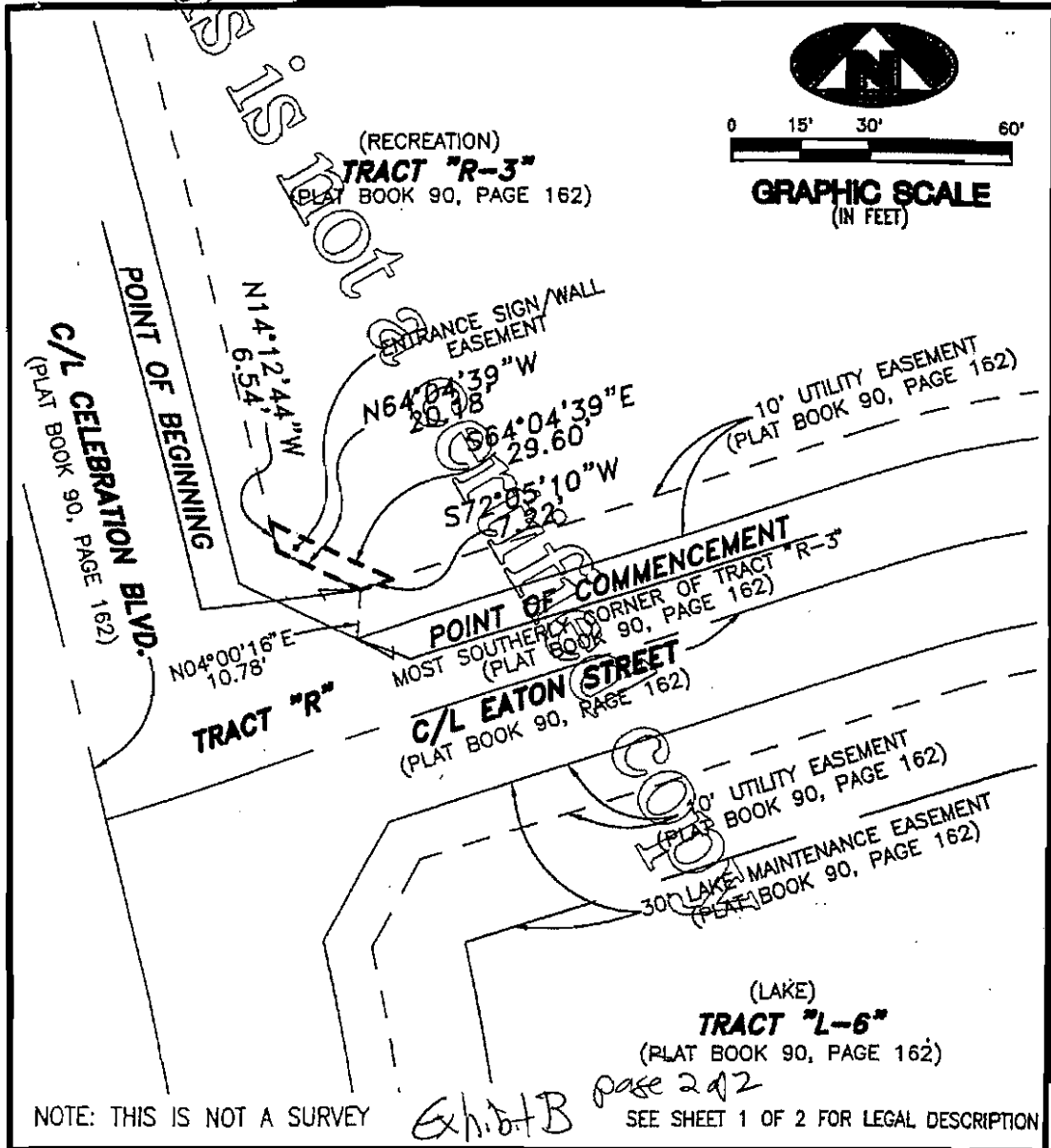
BENCH MARK

LAND SURVEYING & MAPPING, INC.

4152 W. BLUE HERON BOULEVARD • SUITE 121
RIVIERA BEACH • FLORIDA 33404

PHONE: (561) 848-2102 • L.B. 2171 • FAX: (561) 844-9659
EMAIL: bmlsm@aol.com WEB: <http://members.aol.com//bmlsm>

This is Not a Survey



DESCRIPTION SKETCH OF:
ENTRANCE SIGN/WALL EASEMENT AT THE RENAISSANCE TRACT "R-3"



BENCH MARK

LAND SURVEYING & MAPPING, INC.

4152 W. BLUE HERON BOULEVARD • SUITE 121
RIVIERA BEACH • FLORIDA 33404

PHONE: (561) 848-2102 • LB. 2171 • FAX: (561) 844-9659
EMAIL: bmlsm@aol.com WEB: <http://members.aol.com//bmlsm>

FEB-27-02 04:48PM

T-649 P.02/02 F-086

SAUL.PLT 1/28/02 1:09:38 PM

Scale: 1:10.14 H: 39.999 L: 76.014 in

This is not a certified copy

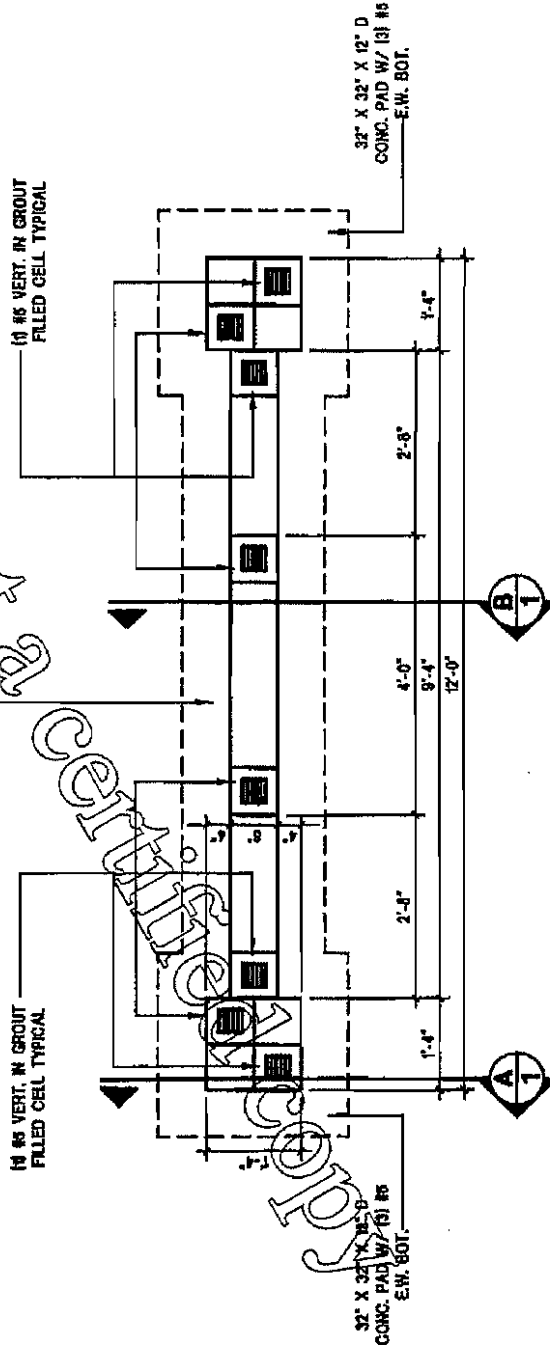
SIGNS BY DESIGN
10907 SW 186 ST
MIAMI FL 33157



Exhibit C

page 1 of 4

This is Not a Certified Drawing



FOUNDATION PLAN

T-648 P.03/03 F-980

FEB-27-02 04:24PM FROM-

page 3 of 4



11/05/2001 14:53:20 20010485532
OR BK 13056 PG 0001
Palm Beach County, Florida

This is Not Certified

COVER PAGE TO

Master Declaration for Briar Bay dated September 12, 2001

Executed by: Golden West Limited Partnership, a Virginia limited partnership, as Declarant, having an office address of 448 Viking Drive, Suite 220, Virginia Beach, FL 23452

Together with the joinder and consent of:

- (a) Sandler West Palm Beach Investment Limited Partnership, a Virginia limited partnership;**
- (b) Briar Bay Community Association, Inc., a Florida not-for-profit corporation and**
- (c) Mellon United National Bank, a national banking association**

Return to:
Samuel D. Navon, Esq.
Navon, Kopelman, O'Donnell & Lavin, P.A.
2699 Stirling Road, Suite B-100
Fort Lauderdale, FL 33312

Prepared By:
Eric A. Simon, Esq.
Eric A. Simon, P.A.
2825 University Drive, Suite 300
Coral Springs, FL 33065

54
✓ **WC# 01 CODE 2563**
Folio No: BINI PHIL
KUPFER, KUPFER & SKOLNICK, P.A.
1700 University Dr., Suite 110
Coral Springs, FL 33071

MASTER DECLARATION

FOR

BRIAR BAY

TABLE OF CONTENTS

1. DEFINITIONS	2
1.1. APPROVING PARTY	2
1.2. ARTICLES	2
1.3. ASSESSMENT	2
1.4. BOARD	2
1.5. BYLAWS	2
1.6. COMMON AREAS	2
1.7. COMMON EXPENSES	2
1.8. COMMON SURPLUS	3
1.9. COMMUNITY ASSOCIATION	3
1.10. DECLARANT	3
1.11. DECLARATION	3
1.12. EXEMPTION PERIOD	3
1.13. IMPROVEMENT	4
1.14. INSTITUTIONAL LENDER	4
1.15. LIMITED PROPERTY	4
1.16. LOT	4
1.17. NPBCID	4
1.18. OWNER	4
1.19. PARCEL	4
1.20. PARCEL AREAS	5
1.21. PARCEL ASSESSMENT	5
1.22. PARCEL ASSOCIATION	5
1.23. PARCEL DECLARATION	5
1.24. PARCEL DEVELOPER	5
1.25. PARCEL EXPENSE	5
1.26. PERSON	5
1.27. PLANNED UNIT	6
1.28. PROPERTY	6
1.29. SUBJECT PROPERTY	6
1.30. UNIT	6
1.31. UNIT OWNER	6
2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION	6
2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION	6
2.1.1. By DECLARANT or a PARCEL DEVELOPER	6
2.1.2. By Any Other PERSON	7
2.2. Easements Over COMMON AREAS	7
2.2.1. Easements for Pedestrian and Vehicular Traffic	7
2.2.2. Use and Benefit	7
2.2.3. Service and Utility Easements	7
2.3. Additional Easements	7
2.4. Easements over SUBJECT PROPERTY	8

2.5. Additions, Alterations or Improvements	8
2.6. Utilities	8
2.7. Taxes	8
2.8. Insurance	8
2.9. Default	9
2.10. Damage or Destruction	9
2.11. Maintenance of COMMON AREAS and other Property	10
2.12. Surface Water Management System	10
2.13. Compliance with Permits and Approvals	11
2.14. Mortgage and Sale of COMMON AREAS	11
2.15. Perimeter Wall, Fence, Berm or Landscaping	12
2.16. Gatehouses	12
2.17. Special Provisions Regarding Recreational and Social Facilities	12
2.18. Cable Television Service and/or Home Security Monitoring Services	13
2.19. Entry Roads	13
2.20. Entry Features	13
2.21. PARCEL AREAS	13
2.21.1. Use	13
2.21.2. PARCEL EXPENSES	13
2.21.3. Approval of Action Concerning PARCEL AREAS	14
2.21.4. Roads, Driveways, and Parking Areas	14
2.22. Warranties	14
2.23. Community Development District or Special Taxing District	14
3. COMMUNITY ASSOCIATION	15
3.1. Articles of Incorporation	15
3.2. BYLAWS	15
3.3. Powers of the COMMUNITY ASSOCIATION	15
3.4. Approval or Disapproval of Matters	15
3.5. Acts of the COMMUNITY ASSOCIATION	15
3.6. Management and Service Contracts	16
3.7. Membership	16
3.7.1. OWNERS	16
3.7.2. DECLARANT and PARCEL DEVELOPERS	16
3.8. Voting Rights	16
3.9. Current Lists of UNIT OWNERS	16
4. ASSESSMENTS FOR COMMON EXPENSES	16
4.1. Responsibility	16
4.2. Determination of ASSESSMENTS for COMMON EXPENSES	16
4.3. ASSESSMENT VALUE	17
4.4. Amount of ASSESSMENTS	17
4.5. Special Assessments	17
4.6. Changes in ASSESSMENTS	17
4.7. Payment of ASSESSMENTS for COMMON EXPENSES	17
4.8. Special Provisions for PARCEL ASSESSMENTS	17
4.9. ASSESSMENTS on Non-Uniform Basis	18
4.10. DECLARANT'S and PARCEL DEVELOPER'S LIABILITY FOR ASSESSMENTS	18
4.11. Exclusion for Expenses Relating to Completed UNITS	20
4.12. PARCEL ASSOCIATION	20
4.13. WORKING CAPITAL CONTRIBUTION	20
4.14. Enforcement	20
5. ARCHITECTURAL CONTROL FOR IMPROVEMENTS	20

5.1. Purpose	20
5.2. OWNER or PARCEL ASSOCIATION to Obtain Approval	20
5.3. Request for Approval	21
5.4. Approval	21
5.5. Architectural Guidelines and Criteria	21
5.6. Inspections	21
5.7. Remedy for Violations	22
5.8. No Liability	22
5.9. Compliance with Governmental Requirements	22
5.10. Construction by Licensed Contractor	23
5.11. Effect of PARCEL ASSOCIATION	23
5.12. Exception for DECLARANT	23
6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS	23
6.1. Air Conditioning Units	23
6.2. Automobiles, Vehicles and Boats	23
6.3. Basketball Backboards	24
6.4. Beaches/Lake Banks	24
6.5. Boat Docks	24
6.6. Business Use	24
6.7. Clothes Lines and Outside Clothes Drying	24
6.8. COMMON AREAS and PARCEL AREAS	24
6.9. Damage and Destruction	24
6.10. Driveways	24
6.11. Easement Areas	24
6.12. Encroachments	25
6.13. Exterior Changes, Alterations and Improvements	25
6.14. Fences and Walls	25
6.15. Firearms	26
6.16. Garages	26
6.17. Garbage and Trash	26
6.18. Garbage Containers, Oil and Gas Tanks, Air Conditioners	26
6.19. Hazardous Waste	26
6.20. Lakes and Canals	26
6.21. Landscaping	26
6.22. Leases	27
6.23. Mailboxes	27
6.24. Maintenance	27
6.25. Nuisances	27
6.26. Occupancy	27
6.27. Outside Antennas and Flag Poles	28
6.28. Outside Storage of Personal Property	28
6.29. Pets	28
6.30. Portable Buildings	28
6.31. Signs	28
6.32. Solar Collectors	28
6.33. Subdivision and Easements	28
6.34. Surface Water Management	29
6.35. Swimming Pools	29
6.36. Tree Removal	29
6.37. Utility Lines and Services	29
6.38. Wells	29

6.39. Window Treatments 29

6.40. Rules and Regulations 29

6.41. Additional Restrictions 29

6.42. Exemption or Waiver 29

6.43. Responsibility for Maintenance and Compliance 30

 6.43.1. OWNERS 30

 6.43.2. PARCEL ASSOCIATION 30

 6.43.3. Enforcement 30

 6.43.4. Limitations 30

6.44. Exceptions 30

7. ZERO LOT LINE RESTRICTIONS 31

 7.1. Definitions 31

 7.1.1. BURDENED LOT 31

 7.1.2. ZERO LOT LINE 31

 7.1.3. MAINTENANCE EASEMENT 31

 7.1.4. ZERO LOT 31

 7.1.5. ZERO WALL 31

 7.2. MAINTENANCE EASEMENT 31

 7.3. BURDENED LOT OWNERS' Obligations 32

 7.4. Encroachments and Overhangs 32

8. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT 32

 8.1. Monetary Defaults and Collection of ASSESSMENTS 32

 8.1.1. Late Fees and Interest 32

 8.1.2. Acceleration of ASSESSMENTS 32

 8.1.3. Collection 33

 8.1.4. Lien for ASSESSMENT and Moneys Owed to COMMUNITY ASSOCIATION 33

 8.1.5. Transfer of PROPERTY after ASSESSMENT 33

 8.1.6. Subordination of the Lien to Mortgages 34

 8.1.7. No Set-Offs 34

 8.1.8. Exception for DECLARANT 34

 8.1.9. Suspension of Voting Rights 34

 8.2. Non-Monetary Defaults 34

 8.3. Fines and Suspensions 35

 8.4. Negligence 36

 8.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees 36

 8.6. Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees 37

 8.7. No Waiver 37

 8.8. Rights Cumulative 37

 8.9. Enforcement Against other Persons 37

 8.10. Certificate as to Unpaid ASSESSMENTS or Default 37

 8.11. Enforcement of Obligations of COMMUNITY ASSOCIATION 38

9. DEDICATIONS 38

10. TERM OF DECLARATION 38

11. AMENDMENT 39

 11.1. Approval of Amendments 39

 11.2. Recording 39

 11.3. Discrimination 39

 11.4. Approval of South Florida Water Management District 40

12. RIGHTS OF INSTITUTIONAL LENDERS 40

12.1. Notice of Action 40

12.2. Consent of INSTITUTIONAL LENDERS 40

12.3. Payment of Taxes and Insurance 41

13. NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT AND PUBLIC IMPROVEMENTS 41

13.1. Northern Palm Beach County Improvement District 41

13.2. NPBCID Non-Ad VALOREM Assessments 41

13.3. Maintenance of NPBCID Improvements 41

13.4. Surface Water Management System and NPBCID Facilities 41

13.5. No Easements over NPBCID land 42

13.6. NPBCID land not subject to ASSESSMENTS 42

13.7. NPBCID Lakes, ponds, canals, retention areas and water bodies 42

13.8. NPBCID Approval Rights to Amendments 42

13.9. NPBCID Phone Number and Address 42

14. SPECIAL PROVISIONS REGARDING SECTIONS 3A AND 3B 43

15. SPECIAL PROVISIONS REGARDING SECTION 9 43

16. MISCELLANEOUS 43

16.1. DECLARANT Easement for Utilities 43

16.2. Damage or Destruction 43

16.3. Conflict With ARTICLES or BYLAWS 44

16.4. PARCEL ASSOCIATION 44

16.5. Authority of COMMUNITY ASSOCIATION and Delegation 44

16.6. Severability 44

16.7. Validity 44

16.8. Assignment of DECLARANT's Rights 44

16.9. Performance of COMMUNITY ASSOCIATION's Duties by DECLARANT 44

16.10. Property Owned by DECLARANT 44

16.11. Exempt Property 44

16.12. Inapplicability of Condominium Act 45

16.13. Actions Against DECLARANT 45

16.14. Sale and Development Easement 45

Certified Copy

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
2825 University Drive, Suite 300
Coral Springs, Florida 33065

This

MASTER DECLARATION

FOR

BRIAR BAY

THIS MASTER DECLARATION FOR BRIAR BAY is made this 12 day of September, 2001,
by GOLDEN WEST LIMITED PARTNERSHIP, a Virginia limited partnership ("DECLARANT)."

This MASTER DECLARATION includes the following exhibits:

- | | |
|-------------|--|
| Exhibit "A" | Legal Description of the SUBJECT PROPERTY |
| Exhibit "B" | Articles of Incorporation of COMMUNITY ASSOCIATION |
| Exhibit "C" | Bylaws of COMMUNITY ASSOCIATION |
| Exhibit "D" | Example for Deficit Funding |
| Exhibit "E" | Copy of SFWMD Permit |

PREAMBLE:

DECLARANT intends the property described herein to be developed as a residential community. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interests of the future owners of dwellings within the SUBJECT PROPERTY, to protect and preserve the values of the SUBJECT PROPERTY. This DECLARATION also provides for certain rights and obligations of the COMMUNITY ASSOCIATION, which will own, operate and/or maintain various portions of the SUBJECT PROPERTY and improvements constructed within the SUBJECT PROPERTY, and will have the right to enforce the provisions of this DECLARATION. The expenses of the COMMUNITY ASSOCIATION will be shared by the OWNERS of portions of the SUBJECT PROPERTY.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as hereinafter defined, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth herein, all of which are created in the best interests of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

07010

1. **DEFINITIONS.** The words and phrases listed below, as used in this DECLARATION, shall have the following meanings, unless the context otherwise requires:

1.1. **APPROVING PARTY** means DECLARANT, as long as it owns any portion of the SUBJECT PROPERTY, or until DECLARANT relinquishes its rights as the APPROVING PARTY by written notice to the COMMUNITY ASSOCIATION. DECLARANT reserves the right to assign its rights as the APPROVING PARTY with respect to any PARCEL to any PARCEL DEVELOPER of the PARCEL or to the COMMUNITY ASSOCIATION, in whole or in part. When DECLARANT or its assignee is no longer the APPROVING PARTY with respect to any PARCEL, the COMMUNITY ASSOCIATION shall be the APPROVING PARTY with respect to such PARCEL. Notwithstanding the foregoing, DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, and thereafter the PARCEL DEVELOPER of any PARCEL or its assignee, and not the COMMUNITY ASSOCIATION, shall be the APPROVING PARTY with respect to the initial construction of any improvements within a PARCEL by the PARCEL DEVELOPER of the PARCEL or by any builder or developer. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY may assign any right to exercise architectural control or approve any other matter which may be approved by the APPROVING PARTY to a committee or committees. Separate committees may be established for each PARCEL, and the committee for any PARCEL may be assigned the right to exercise architectural control or approve any other matter which may be approved by the APPROVING PARTY and which relate to the PARCEL. Such assignment to a PARCEL committee may provide that after the PARCEL committee has approved any matter, such matter must be further approved by the APPROVING PARTY or a committee of the COMMUNITY ASSOCIATION.

1.2. **ARTICLES** mean the Articles of Incorporation of the COMMUNITY ASSOCIATION, as amended from time to time.

1.3. **ASSESSMENT** means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the COMMUNITY ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.4. **BOARD** means the Board of Directors of the COMMUNITY ASSOCIATION.

1.5. **BYLAWS** mean the Bylaws of the COMMUNITY ASSOCIATION, as amended from time to time.

1.6. **COMMON AREAS** means any property, whether improved or unimproved, or any easement or interest therein, which is now or hereafter (i) owned by or leased to the COMMUNITY ASSOCIATION, (ii) dedicated to the COMMUNITY ASSOCIATION on any recorded plat, (iii) required by any recorded plat or other recorded document to be maintained by the COMMUNITY ASSOCIATION, (iv) declared to be a COMMON AREA by this DECLARATION, or (v) intended to be a COMMON AREA by DECLARANT. COMMON AREAS may include but are not limited to parks, open areas, conservation areas, nature preserves, lakes and other waterways, recreational facilities, roads, entranceways, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.7. **COMMON EXPENSES** mean all expenses of any kind or nature whatsoever properly incurred by the COMMUNITY ASSOCIATION, including, but not limited to, the following:

1.7.1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the

COMMUNITY ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, real and personal taxes, assessments, insurance, operation, maintenance, repairs, improvements, alterations and security.

1.7.2. Expenses of obtaining, repairing or replacing personal property owned by the COMMUNITY ASSOCIATION.

1.7.3. Expenses incurred in connection with the administration and management of the COMMUNITY ASSOCIATION.

1.7.4. Costs incurred in complying with any governmental approval, permit, or requirement relating to the SUBJECT PROPERTY.

1.7.5. The cost of operating and maintaining any gatehouses or electronic gates or entry devices within the SUBJECT PROPERTY.

1.7.6. The cost of providing cable television service and/or home security monitoring services for the SUBJECT PROPERTY and/or the UNITS, if the BOARD elects to provide same as a COMMON EXPENSE.

1.7.7. The cost of maintaining and replacing the entrance features to the SUBJECT PROPERTY and to all of the PARCELS.

1.7.8. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.8. COMMON SURPLUS means the excess of all receipts of the COMMUNITY ASSOCIATION over the amount of the COMMON EXPENSES.

1.9. COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.10. DECLARANT means the entity executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT and recorded in the public records of the county in which the SUBJECT PROPERTY is located. In addition, in the event any PERSON obtains title to all of the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT or to have any of DECLARANT's rights as provided by this DECLARATION, the ARTICLES, or the BYLAWS, by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT or assign any rights of DECLARANT to any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records of the county in which the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any actions or defaults of, or obligations incurred by, any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.11. DECLARATION means this declaration, as it may be amended from time to time.

1.12. EXEMPTION PERIOD means the period beginning with the recording of this DECLARATION and ending when neither DECLARANT nor any PARCEL DEVELOPER owns any portion of the SUBJECT PROPERTY, which contains a UNIT or any PLANNED UNIT, or when DECLARANT

notifies the COMMUNITY ASSOCIATION in writing of such termination, whichever occurs first. Notwithstanding the foregoing, the EXEMPTION PERIOD shall terminate at such time as a majority of the directors of the COMMUNITY ASSOCIATION are elected by OWNERS other than DECLARANT and any PARCEL DEVELOPERS, unless DECLARANT elects to extend the EXEMPTION PERIOD after such time by written notice to the COMMUNITY ASSOCIATION.

1.13. IMPROVEMENT means (i) any building, fence, wall, patio area, road, driveway, walkway, landscaping, antenna, sign, mailbox, pool, tennis court, recreational facility, berm, lake, pond, canal, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any PROPERTY, (ii) any change in, alteration of, addition to, or removal of all or any portion of any such structure or improvement which affects the exterior appearance thereof, other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same, and (iii) any change in the ground elevation of any PROPERTY.

1.14. INSTITUTIONAL LENDER means the holder of a mortgage encumbering any PROPERTY, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the PROPERTY encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT or any PARCEL DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.15. LIMITED PROPERTY means any portion of the SUBJECT PROPERTY which pursuant to this DECLARATION or any amendment or supplement hereto, (i) is only liable for a share of certain specified COMMON EXPENSES, or (ii) is assessed on a different basis than the other SUBJECT PROPERTY. In addition, this DECLARATION or any amendment or supplement hereto may provide that any LIMITED PROPERTY is not subject to one or more of the provisions of this DECLARATION, may provide that the OWNERS of the LIMITED PROPERTY will not be members of the COMMUNITY ASSOCIATION, and may establish special provisions applicable only to such LIMITED PROPERTY.

1.16. LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY which has been or is intended to be conveyed to an OWNER and which contains or is intended to contain one UNIT, and shall include any UNIT constructed upon the LOT.

1.17. NPBCID means the Northern Palm Beach County Improvement District, its successors and assigns.

1.18. OWNER means the record owner(s) of the fee title to any PROPERTY and/or UNIT. The term OWNER shall include a UNIT OWNER.

1.19. PARCEL means any group of LOTS or other portion of the SUBJECT PROPERTY which share one or more common roads and/or is developed as a separate residential community in which the OWNERS of the LOTS or property comprising the PARCEL have a common interest separate and distinct from the interest of all of the OWNERS, or which is designated as a PARCEL in this DECLARATION or any amendment or supplement. Each PARCEL may be subject to a separate PARCEL DECLARATION,

and may, but is not required to, be operated by or subject to the jurisdiction of a PARCEL ASSOCIATION.

1.20. PARCEL AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the COMMUNITY ASSOCIATION, other than the COMMON AREAS, which are owned and/or maintained by the COMMUNITY ASSOCIATION, and which (i) are located within a PARCEL and primarily benefit the OWNERS of the LOTS and/or UNITS within the PARCEL, or (ii) are restricted for the use and benefit of the OWNERS of only one or more, but less than all, of the PARCELS, in any PARCEL DECLARATION, or in any deed or easement for the PARCEL AREA to the COMMUNITY ASSOCIATION, or pursuant to a recorded document executed by DECLARANT or any applicable PARCEL DEVELOPER, or (iii) are otherwise declared to be PARCEL AREAS pursuant to this DECLARATION or in any amendment or supplement, or in any deed or easement of the property comprising the PARCEL AREA to the COMMUNITY ASSOCIATION, executed or consented to by DECLARANT or the COMMUNITY ASSOCIATION.

1.21. PARCEL ASSESSMENT means an ASSESSMENT which is assessed against the OWNERS within one or more, but less than all of, the PARCELS.

1.22. PARCEL ASSOCIATION means a non-profit corporation, other than the COMMUNITY ASSOCIATION, which is formed to administer a PARCEL DECLARATION, and whose members consist of the OWNERS within the PARCEL affected by the PARCEL DECLARATION. For purposes of this DECLARATION, the PARCEL affected by any PARCEL DECLARATION shall be deemed to be operated by, and subject to the jurisdiction of, the respective PARCEL ASSOCIATION.

1.23. PARCEL DECLARATION means a supplement to this DECLARATION or a separate and distinct declaration of covenants and restrictions that affects one or more PARCELS and which contains provisions specially relating to such PARCELS, which may include provisions regarding PARCEL AREAS, PARCEL ASSESSMENTS and use and maintenance covenants and restrictions applicable to such PARCELS. A PARCEL DECLARATION may, but is not required to, establish a separate and distinct PARCEL ASSOCIATION to administer the PARCEL DECLARATION, or in the alternative a PARCEL DECLARATION executed or consented to by DECLARANT or the COMMUNITY ASSOCIATION may assign various duties and obligations to the COMMUNITY ASSOCIATION.

1.24. PARCEL DEVELOPER means a PERSON that executes a PARCEL DECLARATION, or the PERSON named as the PARCEL DEVELOPER in any PARCEL DECLARATION, or a PERSON which owns or contracts to purchase a PARCEL or all or any of the undeveloped LOTS or property within a PARCEL, or any PERSON who succeeds to all of the interests of the PARCEL DEVELOPER with respect to the applicable PARCEL other than a single LOT, or any PERSON who is assigned the rights of the PARCEL DEVELOPER with respect to the PARCEL pursuant to a written assignment executed by the then present PARCEL DEVELOPER and recorded in the Public Records of the County in which the SUBJECT PROPERTY is LOCATED. In any event, any subsequent PARCEL DEVELOPER shall not be liable for any actions or defaults of, or obligations incurred by, any prior PARCEL DEVELOPER, except as same may be expressly assumed by the subsequent PARCEL DEVELOPER.

1.25. PARCEL EXPENSE means a COMMON EXPENSE which is incurred in connection with the ownership, maintenance, repair, improvement, or operation of any PARCEL AREA or which is incurred exclusively for the benefit of one or more PARCELS pursuant to this DECLARATION or a PARCEL DECLARATION, the cost of which is to be assessed solely against the OWNERS within the PARCEL(S) benefited by the expense.

1.26. PERSON means an individual, corporation, partnership, trust or any other legal entity.

1.27. PLANNED UNIT means a UNIT which is planned to be constructed within any PROPERTY, but which is not yet constructed and/or for which the controlling governmental authority has not yet issued a certificate of occupancy. The number of PLANNED UNITS within any PROPERTY is (i) the total number of UNITS which may be constructed within the PROPERTY determined pursuant to a site plan approved by any controlling governmental authority or a recorded plat which subdivides the PROPERTY into LOTS (prior to the approval of any such site plan or the recording of any such plat, the number of UNITS shall be the number of UNITS estimated by DECLARANT to be constructed within the PROPERTY), (ii) less the number of UNITS actually existing within the PROPERTY. Any PARCEL DEVELOPER may limit the number of PLANNED UNITS within the PARCEL DEVELOPER'S PROPERTY by executing an agreement setting forth the maximum number of UNITS which may be constructed within such PROPERTY, which shall be executed or joined in by the COMMUNITY ASSOCIATION and any mortgagee holding a mortgage encumbering the PROPERTY and shall be recorded in the public records of the county in which the PROPERTY is located, and in that event no more UNITS may be constructed within the PROPERTY without the written consent of the COMMUNITY ASSOCIATION.

1.28. PROPERTY means all or any portion of the SUBJECT PROPERTY. The term PROPERTY shall include all UNITS and IMPROVEMENTS located upon or within the PROPERTY.

1.29. SUBJECT PROPERTY means all of the property which is subject to this DECLARATION from time to time, which as of the execution and recording of this DECLARATION is the property described in Exhibit "A" attached hereto, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment.

1.30. UNIT means a residential dwelling contained within the SUBJECT PROPERTY, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one dwelling, each such dwelling shall be a UNIT. A UNIT may include, but is not limited to, a house, apartment, townhouse, patio home, cluster home, or residential condominium unit. The term UNIT shall include any PROPERTY or interest in PROPERTY owned in conjunction with the UNIT.

1.31. UNIT OWNER means the record holder(s) of the fee title to a UNIT.

2. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION.

2.1. Conveyance of COMMON AREAS to COMMUNITY ASSOCIATION.

2.1.1. By DECLARANT or a PARCEL DEVELOPER. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. DECLARANT or the PARCEL DEVELOPER of any PARCEL shall have the right to convey title to any property owned by them, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a PARCEL AREA of such PARCEL, and the COMMUNITY ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located. Notwithstanding the foregoing, neither DECLARANT nor any PARCEL DEVELOPER shall have the obligation to develop and/or convey any property to the COMMUNITY ASSOCIATION as a COMMON AREA, and if DECLARANT or any PARCEL DEVELOPER desires to convey any property to the COMMUNITY ASSOCIATION, the timing of the conveyance shall be in the sole discretion of DECLARANT or the PARCEL DEVELOPER.

2.1.2. By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the COMMUNITY ASSOCIATION as a COMMON AREA, but the COMMUNITY ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the COMMUNITY ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

2.2. Easements Over COMMON AREAS. The COMMON AREAS are subject to the following perpetual, non-exclusive easements, all of which shall run with the land and are hereby created.

2.2.1. Easements for Pedestrian and Vehicular Traffic. Easements in favor of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes.

2.2.2. Use and Benefit. An easement in favor of the OWNERS, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the COMMUNITY ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (i) the terms of this DECLARATION, (ii) the terms of any other easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the COMMUNITY ASSOCIATION, (iii) any rules and regulations adopted by the COMMUNITY ASSOCIATION, and (iv) the right of DECLARANT or of the COMMUNITY ASSOCIATION to grant easements and rights-of-way in connection with the development and maintenance of the SUBJECT PROPERTY.

2.2.3. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, mail carrier companies, and all other PERSONS providing services to or for the benefit of the SUBJECT PROPERTY, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY, and as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, and television antenna and cable television facilities, and electronic security.

2.3. Additional Easements. DECLARANT (so long as it owns any PROPERTY) and the COMMUNITY ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of DECLARANT, the COMMUNITY ASSOCIATION, the OWNERS, or any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the SUBJECT PROPERTY in favor of the ASSOCIATION and/or the OWNERS or in favor of any person, entity, public or quasi-public authority, or utility company, as the DECLARANT or the ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBJECT PROPERTY, or any portion thereof, or for the health, safety or welfare of the OWNERS, or to comply with any governmental requirement, or for any other reasonable purpose. So long as such

additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of PARCELS as permitted herein, no joinder of any OWNER or any mortgagee of any PARCEL, and no joinder by the COMMUNITY ASSOCIATION if the applicable document is executed by DECLARANT, shall be required or, if same would unreasonably and adversely interfere with the use of any PARCEL, only the joinder of the OWNERS and INSTITUTIONAL LENDERS of PARCELS so affected shall be required.

2.4. Easements over SUBJECT PROPERTY. The COMMUNITY ASSOCIATION, shall have an easement over and upon the SUBJECT PROPERTY as may be reasonably necessary to permit the COMMUNITY ASSOCIATION to perform the various duties and obligations to be performed by it. In addition, DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, and the COMMUNITY ASSOCIATION, each shall each have an easement over and upon the SUBJECT PROPERTY as may be reasonably necessary to permit them to comply with any governmental permit, approval or requirement.

2.5. Additions, Alterations or Improvements. The COMMUNITY ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property as it deems necessary or desirable from time to time, provided however that the approval of a 2/3 vote of the OWNERS shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to one month's total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to 2 months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of then existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time, at DECLARANT's expense.

2.6. Utilities. The COMMUNITY ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the COMMUNITY ASSOCIATION, as a COMMON EXPENSE.

2.7. Taxes. The COMMUNITY ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the COMMUNITY ASSOCIATION as a COMMON EXPENSE.

2.8. Insurance. The COMMUNITY ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

2.8.1. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, excluding land foundations, excavations and other items normally excluded from insurance coverage, or such reduced coverage as is approved by the BOARD. The COMMUNITY ASSOCIATION shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property, until such repair, replacement or reconstruction is completed, without the approval of the OWNERS.

2.8.2. Comprehensive General Liability Insurance protecting the COMMUNITY ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence. Notwithstanding the foregoing, if the BOARD determines that it is impossible or unduly expensive to obtain \$1,000,000 of general liability insurance, then the BOARD may upon a unanimous vote of the directors obtain a lower amount of general liability insurance.

2.8.3. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the COMMUNITY ASSOCIATION, covering the maximum funds that will be in the custody or control of the COMMUNITY ASSOCIATION or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all units plus reserve funds.

2.8.4. Such other insurance as may be desired by the COMMUNITY ASSOCIATION, such as flood insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance.

2.8.5. All insurance purchased by the COMMUNITY ASSOCIATION must include a provision requiring at least ten (10) days written notice to the COMMUNITY ASSOCIATION before the insurance can be canceled or the coverage reduced for any reason.

2.8.6. Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$2,500 or such other sum as is approved by a majority of the BOARD.

2.8.7. Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the COMMUNITY ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be canceled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the COMMUNITY ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the COMMUNITY ASSOCIATION, and to require the COMMUNITY ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

2.9. Default. Any PARCEL ASSOCIATION OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the COMMUNITY ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

2.10. Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the COMMUNITY ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by a vote of the OWNERS. If any landscaping within any COMMON AREA or any other property maintained by the COMMUNITY ASSOCIATION is damaged or destroyed, the COMMUNITY ASSOCIATION shall only be obligated to make such repairs or replacements to the landscaping as is determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or

destruction shall be a COMMON EXPENSE, and the COMMUNITY ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

2.11. Maintenance of COMMON AREAS and other Property. The COMMUNITY ASSOCIATION shall maintain all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, and all IMPROVEMENTS thereon, in good condition at all times. If pursuant to any easement the COMMUNITY ASSOCIATION is to maintain any IMPROVEMENT within any property, then the COMMUNITY ASSOCIATION shall maintain such IMPROVEMENT in good condition at all times. The COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other IMPROVEMENTS, in or within 40 feet of any public or private road right-of-ways within or contiguous to the SUBJECT PROPERTY. In such event, where applicable the COMMUNITY ASSOCIATION shall so notify any OWNER or PARCEL ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the COMMUNITY ASSOCIATION and not by the OWNER or PARCEL ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER or PARCEL ASSOCIATION in writing. To the extent the COMMUNITY ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the COMMUNITY ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, PARCEL ASSOCIATION, DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any UNIT OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any IMPROVEMENT thereon, the UNIT OWNER of such UNIT shall be liable to the COMMUNITY ASSOCIATION for the cost of repair or restoration to the extent otherwise provided by law and to the extent such damage is not covered by the COMMUNITY ASSOCIATION's insurance.

2.12. Surface Water Management System. It is acknowledged the surface water management, drainage and storage system for the SUBJECT PROPERTY is one integrated system, and accordingly shall be deemed a COMMON AREA, and an easement is hereby created over the entire SUBJECT PROPERTY for surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the SUBJECT PROPERTY, provided however that such easement shall be subject to improvements constructed within the SUBJECT PROPERTY as permitted by controlling governmental authorities from time to time. If pursuant to the permitting requirements of any governmental authority the surface water management system for the SUBJECT PROPERTY is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the SUBJECT PROPERTY as may be required in connection with the permitting for the SUBJECT PROPERTY. The surface water management, drainage, and storage system of the SUBJECT PROPERTY shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling

governmental authority. Except as hereafter provided, the COMMUNITY ASSOCIATION shall maintain as a COMMON EXPENSE the entire surface water management, drainage, and storage system for the SUBJECT PROPERTY, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the SUBJECT PROPERTY or are owned by the COMMUNITY ASSOCIATION, unless such maintenance is to be and is performed by a community development district or special taxing district. Such maintenance shall be performed in conformance with the requirements of any controlling governmental authority, and an easement for such maintenance is hereby created. The COMMUNITY ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the SUBJECT PROPERTY which is owned and/or maintained by any controlling governmental authority, or which is outside of the SUBJECT PROPERTY. The COMMUNITY ASSOCIATION will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the SUBJECT PROPERTY and any other property. The SUBJECT PROPERTY shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the COMMUNITY ASSOCIATION will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the SUBJECT PROPERTY.

ALL PROSPECTIVE PURCHASERS OF PROPERTY WITHIN THE SUBJECT PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE WATER LEVELS IN THE LAKES WITHIN THE SUBJECT PROPERTY MAY DECLINE SIGNIFICANTLY AT CERTAIN TIMES AS A RESULT OF WELLFIELD PUMPAGE.

2.13. Compliance with Permits and Approvals. It is acknowledged that in connection with the development of the SUBJECT PROPERTY various permits and approvals will be issued by various governmental and quasi-governmental authorities. If any permit or approval provides for continuing maintenance, monitoring, or other obligations, relating to the COMMON AREAS or any other portions of the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION shall be responsible for same, and shall also be required to comply with any other governmental requirements relating to the COMMON AREAS. DECLARANT shall have the right to assign to the COMMUNITY ASSOCIATION the obligation to comply with any permit or approval relating to the SUBJECT PROPERTY which provides for or contemplates continuing maintenance, monitoring, or other obligations, and any such assignment shall be binding on the COMMUNITY ASSOCIATION, and the COMMUNITY ASSOCIATION shall be required to accept such assignment and to execute any documents required in connection therewith, but regardless of any such assignment the COMMUNITY ASSOCIATION shall be obligated to comply with any such continuing maintenance, monitoring, or other obligations, unless any such obligations are assigned by DECLARANT to any other PERSON. The COMMUNITY ASSOCIATION shall indemnify and hold DECLARANT harmless from any claims, damages, or losses of any kind or nature whatsoever relating the COMMUNITY ASSOCIATION's failure to comply with its responsibilities hereunder after DECLARANT no longer appoints a majority of the directors of the COMMUNITY ASSOCIATION. Notwithstanding anything contained herein to the contrary, if any OWNER shall violate any permit or approval, which violation results in the COMMUNITY ASSOCIATION incurring any expense or liability, such OWNER shall be liable for any and all expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

2.14. Mortgage and Sale of COMMON AREAS. The COMMUNITY ASSOCIATION shall not encumber, sell or transfer any COMMON AREA owned by the COMMUNITY ASSOCIATION without the approval of a 2/3 vote of the OWNERS, excluding DECLARANT, provided, however, that the

COMMUNITY ASSOCIATION may convey or dedicate the fee title to any COMMON AREA, PARCEL AREA, or any easement therein, to any governmental or quasi-governmental authority without the approval of the OWNERS. Notwithstanding the foregoing, if DECLARANT or any PARCEL DEVELOPER changes the development plan for a portion of the SUBJECT PROPERTY such that any portion of the COMMON AREAS previously conveyed to the COMMUNITY ASSOCIATION would be within any PROPERTY which is not intended to be a COMMON AREA, then the COMMUNITY ASSOCIATION shall have the right without the approval of the OWNERS or any other person to convey such portion of the COMMON AREAS to DECLARANT or any applicable PARCEL DEVELOPER; and in connection therewith, DECLARANT or any applicable PARCEL DEVELOPER shall convey to the COMMUNITY ASSOCIATION any property which will be a COMMON AREA pursuant to the new development plan. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

2.15. Perimeter Wall, Fence, Berm or Landscaping. DECLARANT and the COMMUNITY ASSOCIATION shall have an easement around the perimeter of the SUBJECT PROPERTY, and adjacent to the collector roads servicing the SUBJECT PROPERTY, for the installation and maintenance of any wall, fence, berm or landscaping. Said easement shall be shown on the subdivision plat for the SUBJECT PROPERTY. In the event said easement is absent from the subdivision plat, the DECLARANT and the COMMUNITY ASSOCIATION hereby reserve adequate area as necessary to install and/or maintain any wall, fence, berm or landscaping. If any wall, fence, berm or landscaping is constructed within such easement, the COMMUNITY ASSOCIATION shall maintain the wall, fence, berm or landscaping located between the wall, fence, berm or landscaping and the aforesaid perimeter of the SUBJECT PROPERTY and the area adjacent to the collector roads servicing the SUBJECT PROPERTY. However, where any wall or fence is located upon a LOT, the OWNER shall maintain the side of the wall or fence facing the OWNER'S LOT.

2.16. Gatehouses or Entry Gates. It is acknowledged that one or more gatehouses and/or entry gates may, but will not be required to be, constructed within the SUBJECT PROPERTY, which if provided may be staffed, or which may contain a unstaffed entry system. If provided, all costs associated with any gatehouse or entry gate will be a COMMON EXPENSE, except that any costs associated with any entry gate serving only one or more PARCEL(S) will be a PARCEL EXPENSE of such PARCEL(S). So long as DECLARANT appoints a majority of the Directors of the COMMUNITY ASSOCIATION, if any gatehouse is to be staffed, DECLARANT shall have the right to determine, in its sole discretion, whether, and during what hours the gatehouse will be staffed. DECLARANT, and any builder constructing UNITS within the SUBJECT PROPERTY, their contractors and suppliers, and their respective agents and employees, and any prospective purchasers of new UNITS, shall be given access through any such gatehouse or entry gate, subject only to such controls and restrictions as are approved by DECLARANT. In any event, DECLARANT or the COMMUNITY ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that any gatehouse is not staffed, or due to the failure of any person staffing the gatehouse or any mechanical or electrical entry system to prevent or detect a theft, burglary, or any unauthorized entry into the SUBJECT PROPERTY.

2.17. Special Provisions Regarding Recreational and Social Facilities. It is acknowledged DECLARANT plans to provide various recreational and social facilities as COMMON AREAS for the benefit of all or some of the residents of the SUBJECT PROPERTY the timing, kind, value and nature of which shall be determined in DECLARANT'S sole discretion, and DECLARANT reserves the right to increase or add to such facilities, or to expand the facilities, without the consent of the OWNERS or the COMMUNITY ASSOCIATION. Notwithstanding anything contained herein to the contrary,

DECLARANT and/or the COMMUNITY ASSOCIATION shall have the following rights with respect to such facilities:

2.17.1. DECLARANT shall have the right, without any payment required therefore, to use any facility, or any portion thereof, for office or sales purposes, as may be desired by DECLARANT in its sole discretion, so long as DECLARANT owns any portion of the SUBJECT PROPERTY.

2.17.2. The COMMUNITY ASSOCIATION shall have the right to impose a charge for the use of any of the recreational or social facilities, or any services offered therein, and shall have the right to permit the use of any portion thereof for private, charitable or promotional functions

2.17.3. DECLARANT or the COMMUNITY ASSOCIATION shall have the right to lease or grant concessions or contract with others to provide programs or services within such facilities to the OWNERS and residents of the SUBJECT PROPERTY. The rights of DECLARANT pursuant to this paragraph shall terminate when DECLARANT no longer owns any portion of the SUBJECT PROPERTY.

2.18. Cable Television Service and/or Home Security Monitoring Services. The COMMUNITY ASSOCIATION will have the right to enter into an agreement pursuant to which all of the UNIT OWNERS will be provided cable television service and/or home security monitoring services as a COMMON EXPENSE. The COMMUNITY ASSOCIATION will further have the right to approve one or more security monitoring companies which are authorized to provide such service to the UNITS, and in that event the COMMUNITY ASSOCIATION may refuse entry into the SUBJECT PROPERTY by any representative of any security monitoring companies other than an approved company. If home security monitoring services are provided under contract with the COMMUNITY ASSOCIATION, or if the COMMUNITY ASSOCIATION approves any monitoring company to provide such services to the UNITS, DECLARANT and the COMMUNITY ASSOCIATION will have no liability of any kind or nature due to the failure of the company providing such service to detect or react to fire, unauthorized entry, or other security problem in any UNIT. Any PARCEL may be excluded from any agreement for cable television service and/or home security monitoring services, and in that event the expenses associated therewith will not be assessed to the OWNERS within such excluded PARCELS.

2.19. Entry Roads. The COMMUNITY ASSOCIATION shall have the right to maintain landscaping along any road outside of the SUBJECT PROPERTY which provides access to the SUBJECT PROPERTY, where the COMMUNITY ASSOCIATION determines such maintenance would be in the best interest of the OWNERS.

2.20. Entry Features. The COMMUNITY ASSOCIATION shall maintain all entry features installed for the benefit of the SUBJECT PROPERTY or any PARCEL, whether within or outside of the SUBJECT PROPERTY, as a COMMON EXPENSE.

2.21. PARCEL AREAS. The following provisions shall apply with respect to any PARCEL AREA, notwithstanding other provisions in this DECLARATION to the contrary:

2.21.1. Use. Any PARCEL AREA shall be held by the COMMUNITY ASSOCIATION solely for the use and benefit of the owners and residents of the PARCELS who are intended to be benefited by the PARCEL AREAS, and the respective guests and invitees, and shall be maintained by the COMMUNITY ASSOCIATION.

2.21.2. PARCEL EXPENSES. Any expenses associated with any PARCEL AREAS are PARCEL EXPENSES, and shall only be assessed to the OWNERS of the applicable PARCELS which are entitled to use or which are benefited by the PARCEL AREAS.

2.21.3. Approval of Action Concerning PARCEL AREAS. Where pursuant to this DECLARATION the OWNERS are given the right to approve any action concerning any COMMON AREAS, any such approval rights with respect to any PARCEL AREA shall only be approved by the required vote of the OWNERS of the applicable PARCELS served by the PARCEL AREA, and such action shall not be voted upon by any other OWNERS.

2.21.4. Roads, Driveways, and Parking Areas. It is acknowledged that the COMMON AREAS or the PARCEL AREAS may include roads, driveways, and parking areas. Without limitation, if the streets or roads within any PARCEL are not dedicated or conveyed to a governmental authority, such streets or roads within the PARCEL, and any sidewalks within the PARCEL (regardless of whether same are located within any LOT or within the road right-of-way) shall be deemed PARCEL AREAS, and all costs of maintaining and repairing same, and any cost of maintaining, repairing and operating any street lighting associated therewith, shall be PARCEL EXPENSES of the PARCEL.

2.22. Warranties. Any property conveyed to the COMMUNITY ASSOCIATION by DECLARANT or by any PARCEL DEVELOPER will be conveyed in a "where is, as is" condition, and any such property will be conveyed and/or any improvements to the COMMON AREAS made by DECLARANT or any PARCEL DEVELOPER without any warranty, including but not limited to any warranty of merchantability or of fitness for a particular purpose, or the adequacy of the size or capacity in relation to the utilization or operation thereof. However, DECLARANT or any PARCEL DEVELOPER transferring any COMMON AREA to the COMMUNITY ASSOCIATION or making any improvement to the COMMON AREAS will assign to the COMMUNITY ASSOCIATION any warranties which they receive from contractors, manufacturers or suppliers.

2.23. Community Development District or Special Taxing District.

2.23.1. DECLARANT, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, reserves the right to finance the construction and/or maintenance of certain subdivision improvements, common areas, and infrastructure within or serving the SUBJECT PROPERTY, including but not limited to roads, paving, drainage systems and facilities, sewer and water facilities, entrance facilities and/or features, and recreational facilities, by means of bond or other financing through an existing or newly created governmental or quasi-governmental authority, including but not limited to a community development district in accordance with Chapter 190, Florida Statutes, or a special taxing district. In connection therewith, any or all of the costs of same, and any costs associated therewith, including but not limited to the costs of establishing and operating the applicable district, the costs of obtaining the financing, any administrative expenses, legal fees, principal and interest charges required for the repayment of the bonds or financing, and the like, may be assessed to the OWNERS by means of an ad-valorem or non-ad-valorem assessment that will appear on the real estate tax bill issued by the County where the SUBJECT PROPERTY is located.

2.23.2. THE COMMUNITY DEVELOPMENT DISTRICT OR SPECIAL TAXING DISTRICT, IF CREATED, MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON ALL OR PORTIONS OF THE SUBJECT PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICTS. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

2.23.3. Approval Rights to Amendments. No amendment of this DECLARATION which would affect a community development district's or special taxing district's obligations, property

interests, facilities or improvements located within the SUBJECT PROPERTY shall be effective unless agreed to in writing by such community development district or special taxing district.

2.23.4. The COMMUNITY ASSOCIATION may enter into an agreement with any community development district or special taxing district to maintain any property or interest in any property owned by the community development district or special taxing district, on such terms and conditions as the COMMUNITY ASSOCIATION and any community development district or special taxing district may determine.

2.23.5. It is acknowledged that a community development district known as Hamal Community Development District has been formed and will perform and have various of the rights, duties and obligations as set forth above.

3. COMMUNITY ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the COMMUNITY ASSOCIATION has been organized under the Laws of the State of Florida.

3.1. Articles of Incorporation. A copy of the ARTICLES is attached hereto as Exhibit "B". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.2. BYLAWS. A copy of the BYLAWS is attached hereto as Exhibit "C". No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

3.3. Powers of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have all the powers indicated or incidental to those contained in its ARTICLES and BYLAWS or as provided by the laws of the State of Florida. In addition, the COMMUNITY ASSOCIATION shall have the power to enforce this DECLARATION and shall have all powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the COMMUNITY ASSOCIATION.

3.4. Approval or Disapproval of Matters. Whenever the decision, consent or approval of the OWNERS is required upon any matter, whether or not the subject of a COMMUNITY ASSOCIATION meeting, such decision shall be made in accordance with the ARTICLES and BYLAWS, except as otherwise provided herein. Where any matter requires a vote of a specified share of the OWNERS, but does not specifically refer to "all of" the OWNERS, the matter requires only the approval of the specified share of the OWNERS actually voting on the matter, regardless of how many votes are actually cast. Where any matter requires a vote of a specified share of "all the" OWNERS, the matter requires a number of votes equal to at least the specified share of the total number of votes of all the OWNERS.

3.5. Acts of the COMMUNITY ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the COMMUNITY ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the COMMUNITY ASSOCIATION without a specific resolution. When an approval or action of the COMMUNITY ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the COMMUNITY ASSOCIATION deems appropriate, or the COMMUNITY

ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.6. Management and Service Contracts. The COMMUNITY ASSOCIATION shall have the right to contract for management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

3.7. Membership.

3.7.1. OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental or quasi-governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(S).

3.7.2. DECLARANT and PARCEL DEVELOPERS. DECLARANT and each PARCEL DEVELOPER shall be a member of the COMMUNITY ASSOCIATION so long as DECLARANT or the applicable PARCEL DEVELOPER owns any PROPERTY.

3.8. Voting Rights. The votes of the members shall be established and exercised as provided in the ARTICLES and BYLAWS.

3.9. Current Lists of UNIT OWNERS. Upon request by the COMMUNITY ASSOCIATION, any PARCEL ASSOCIATION shall be required to provide the COMMUNITY ASSOCIATION with the names and addresses of all or any OWNERS which are members of the PARCEL ASSOCIATION.

4. ASSESSMENTS FOR COMMON EXPENSES.

4.1. Responsibility. Each OWNER, from and after the date the OWNER acquires title to any LOT or any other PROPERTY than contains or is intended to contain one or more UNITS, shall be responsible for the payment of ASSESSMENTS for COMMON EXPENSES for such PROPERTY, and where applicable for the payment of PARCEL ASSESSMENTS, to the COMMUNITY ASSOCIATION as hereinafter provided.

4.2. Determination of ASSESSMENTS for COMMON EXPENSES. Not less than 45 days prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year, which shall estimate all of the COMMON EXPENSES to be incurred during the fiscal year. In determining the budgets for any fiscal year, the BOARD may take into account COMMON AREAS and UNITS anticipated to be added during the fiscal year. The COMMUNITY ASSOCIATION shall then establish the ASSESSMENT for COMMON EXPENSES pursuant to the budget, and shall then promptly notify all OWNERS, in writing, of the amount, frequency, and due dates of the ASSESSMENTS for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget of the COMMUNITY ASSOCIATION for the fiscal year, and pursuant to the revised budget or otherwise the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES.

4.3. ASSESSMENT VALUE. For purposes of establishing ASSESSMENTS for COMMON EXPENSES, "ASSESSMENT VALUES" shall be established, as follows:

4.3.1. Each PLANNED UNIT which is planned to contain an attached UNIT (attached to another UNIT by a common wall) shall have an ASSESSMENT VALUE of 0.125.

4.3.2. Each PLANNED UNIT which is planned to be a detached UNIT (not attached to another UNIT by a common wall) shall have an ASSESSMENT VALUE of 0.250.

4.3.3. Once a certificate of occupancy has been issued for a UNIT, the UNIT shall be have an ASSESSMENT VALUE of 1.0 upon the first to occur of (i) the first day of the third full calendar month after the certificate of occupancy is issued, or (ii) the conveyance of the UNIT by the builder of the UNIT, or (iii) the first occupancy of the UNIT.

4.4. Amount of ASSESSMENTS. The amount of each OWNER's ASSESSMENT for COMMON EXPENSES will be determined from time to time by multiplying the total amount to be assessed by a fraction, the numerator of which will be the total ASSESSMENT VALUES assigned to the OWNER's PROPERTY, and the denominator of which will be the total ASSESSMENT VALUES assigned to all of the SUBJECT PROPERTY.

4.5. Special Assessments. If the expenditure of funds is required by the COMMUNITY ASSOCIATION in addition to funds produced by the regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the COMMUNITY ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Where any such funds are only required for any PARCEL EXPENSES, the special ASSESSMENTS shall only be made against the applicable PARCEL(S) as special PARCEL ASSESSMENTS. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES.

4.6. Changes in ASSESSMENTS. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the COMMUNITY ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the COMMUNITY ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENT for COMMON EXPENSES payable by any OWNER be due less than ten (10) days from the date of the notification of such ASSESSMENT for COMMON EXPENSES.

4.7. Payment of ASSESSMENTS for COMMON EXPENSES. Except as hereafter provided, on or before the date each ASSESSMENT for COMMON EXPENSES is due, each OWNER shall be required to and shall pay to the COMMUNITY ASSOCIATION any ASSESSMENTS for COMMON EXPENSES for the UNITS and PLANNED UNITS within the PROPERTY then owned by such OWNER.

4.8. Special Provisions for PARCEL ASSESSMENTS. If the COMMUNITY ASSOCIATION incurs any PARCEL EXPENSES for any PARCEL, the COMMUNITY ASSOCIATION shall adopt a budget for such PARCEL, shall establish a per-UNIT PARCEL ASSESSMENT pursuant to the budget, and shall collect PARCEL ASSESSMENTS from the OWNERS within the PARCEL. All of the provisions of this

DECLARATION relating to the establishment of the budget for COMMON EXPENSES and the establishment and collection of ASSESSMENTS for COMMON EXPENSES shall apply to the budget and PARCEL ASSESSMENTS for the PARCEL, except as follows, and except that for purposes of PARCEL ASSESSMENTS, unless otherwise provided with respect to any PARCEL in any amendment or supplement to this DECLARATION executed or consented to by DECLARANT or the COMMUNITY ASSOCIATION, each UNIT and each PLANNED UNIT within the PARCEL will be assessed as one UNIT.

4.9. ASSESSMENTS on Non-Uniform Basis. Notwithstanding anything contained herein to the contrary, pursuant to any amendment or supplement to this DECLARATION made or approved by DECLARANT so long as DECLARANT owns any portion of the SUBJECT PROPERTY, any portion of the SUBJECT PROPERTY may be (i) only liable for a share of certain specified COMMON EXPENSES, or (ii) assessed on a different basis than the other SUBJECT PROPERTY, and in such event the OWNER of such PROPERTY shall only be liable for ASSESSMENTS for COMMON EXPENSES in accordance with the provisions of such amendment or supplement.

4.10. DECLARANT'S and PARCEL DEVELOPER'S LIABILITY FOR ASSESSMENTS.

4.10.1. Notwithstanding the foregoing, during the EXEMPTION PERIOD, DECLARANT, and any PARCEL DEVELOPER that does not elect to pay ASSESSMENTS for COMMON EXPENSES (the "EXEMPT PARCEL DEVELOPERS"), shall not be liable for ASSESSMENTS for COMMON EXPENSES for any UNITS or PLANNED UNITS within the PROPERTY owned by them.

4.10.2. During the EXEMPTION PERIOD, DECLARANT and the EXEMPT PARCEL DEVELOPERS shall be responsible for all COMMON EXPENSES actually incurred or anticipated to be incurred by the COMMUNITY ASSOCIATION in excess of the ASSESSMENTS for COMMON EXPENSES and any other income received or to be received by the COMMUNITY ASSOCIATION from the OWNERS (the "DEFICIT"), except as hereafter provided.

4.10.3. For purposes of this subparagraph, there shall be assigned to each PARCEL of any EXEMPT PARCEL DEVELOPER "ASSESSMENT UNITS", which shall initially be equal to the number of acres within the PARCEL. Thereafter, as UNITS within the PARCEL are built, the number of ASSESSMENT UNITS within the PARCEL shall be reduced from time to time, based upon a fraction, the numerator of which will be the number of PLANNED UNITS that may be built within the PARCEL or portion thereof owned by the EXEMPT PARCEL DEVELOPER, and the denominator of which will be the total number of PLANNED UNITS that may ultimately be built within the PARCEL. (For example, if a PARCEL contains 20 acres it will initially be assigned 20 ASSESSMENT UNITS. If 100 UNITS may be built within the PARCEL, and the PARCEL OWNER has built 40 UNITS and 60 PLANNED UNITS may be built within the PARCEL, then the PARCEL will be deemed to contain $20 \times 60/100 = 12$ ASSESSMENT UNITS. At the time ASSESSMENT UNITS are to be determined they shall be rounded up to the highest 1/10 of an ASSESSMENT UNIT. See Exhibit "D" attached hereto for a further example of the foregoing.

4.10.4. DECLARANT and each EXEMPT PARCEL DEVELOPER, so long as they own any UNIT or PLANNED UNIT, shall each be liable for a pro-rata share of the DEFICIT. The amount of the DEFICIT shall be determined quarterly unless otherwise determined by DECLARANT so long as DECLARANT owns any portion of the SUBJECT PROPERTY, and thereafter by a majority vote of the EXEMPT PARCEL DEVELOPERS, and for such purpose each EXEMPT PARCEL DEVELOPER shall have one vote per ASSESSMENT UNIT owned at the time such vote is taken. The share of the DEFICIT payable by DECLARANT and each EXEMPT PARCEL DEVELOPER shall be based upon the ratio that the number of ASSESSMENTS UNITS owned by DECLARANT (including any property that DECLARANT intends to add to the SUBJECT PROPERTY) or the EXEMPT PARCEL DEVELOPER bears to the total

number of ASSESSMENT UNITS owned DECLARANT and by all of the EXEMPT PARCEL DEVELOPERS as of the beginning of each period for which the DEFICIT is determined to be payable. Such share shall be due and payable within 20 days after written demand by the COMMUNITY ASSOCIATION, and if not paid the COMMUNITY ASSOCIATION shall have all rights set forth in Paragraph 8.1 below. Notwithstanding the foregoing, DECLARANT or any EXEMPT PARCEL DEVELOPER may agree in writing with the COMMUNITY ASSOCIATION that all UNITS and PLANNED UNITS owned by DECLARANT or the PARCEL DEVELOPER will have an ASSESSMENT VALUE of 1.0 and will be fully assessed, and in that event thereafter such PARCEL DEVELOPER will not be deemed an EXEMPT PARCEL DEVELOPER and will not be liable for any share of the DEFICIT.

4.10.5. During the EXEMPTION PERIOD, the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT so long as it owns any portion of the SUBJECT PROPERTY, and thereafter by majority vote of the EXEMPT PARCEL DEVELOPERS (one vote per ASSESSMENT UNIT owned), as no more than 133% of DECLARANT's or the EXEMPT PARCEL DEVELOPERS' good faith estimate of what ASSESSMENTS would be when the development of the SUBJECT PROPERTY as contemplated by DECLARANT was complete, assuming all COMMON AREAS anticipated to be completed at that point were completed and available for use and that the COMMUNITY ASSOCIATION had assumed all duties and responsibilities anticipated to be delegated to it, and assuming all PLANNED UNITS were completed and assessed as such. The ASSESSMENTS so determined may be changed from time to time by DECLARANT or the EXEMPT PARCEL DEVELOPERS, as applicable, based upon changes in such estimate.

4.10.6. Notwithstanding the foregoing, in the event the COMMUNITY ASSOCIATION incurs any expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the COMMUNITY ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT or the EXEMPT PARCEL DEVELOPERS for such COMMON EXPENSES shall not exceed the amount that they would be required to pay if they were liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the COMMUNITY ASSOCIATION shall be assessed to the other OWNERS.

4.10.7. After the EXEMPTION PERIOD, DECLARANT and the EXEMPT PARCEL DEVELOPERS will only be liable for ASSESSMENTS for COMMON EXPENSES on the same basis as any other OWNER, and DECLARANT and the PARCEL DEVELOPERS will not be liable for any other monies to the COMMUNITY ASSOCIATION, including but not limited to any deficits, provided, however, that DECLARANT or the PARCEL DEVELOPERS may, without prejudice to their right to discontinue payments thereafter, voluntarily pay any deficits of the COMMUNITY ASSOCIATION.

4.10.8. In any event, during the period when DECLARANT or the EXEMPT PARCEL DEVELOPERS are not liable for ASSESSMENTS for COMMON EXPENSES, the COMMUNITY ASSOCIATION will not be required to fund the portion of any reserve account reflected in the budget which is attributable to any UNITS or PLANNED UNITS owned by DECLARANT or the EXEMPT PARCEL DEVELOPERS.

4.10.9. The foregoing provisions shall likewise apply with respect to any PARCEL EXPENSES for any PARCEL as to the PARCEL DEVELOPER(S) of the PARCEL. Furthermore, any obligation of a PARCEL DEVELOPER to fund any PARCEL ASSESSMENTS or any deficits in any PARCEL EXPENSES may be established pursuant to any PARCEL DECLARATION, and in that event the PARCEL DECLARATION shall control over any conflict with the provisions of this Paragraph. In addition, DECLARANT shall not be liable for any PARCEL ASSESSMENTS or PARCEL EXPENSES relating to any

PARCEL except to the extent DECLARANT is a PARCEL DEVELOPER of the PARCEL or an OWNER within the PARCEL.

4.11. Exclusion for Expenses Relating to Completed UNITS. Notwithstanding anything contained herein to the contrary, in the event the COMMUNITY ASSOCIATION incurs any COMMON EXPENSE or PARCEL EXPENSE, which by its nature is applicable only to a completed UNIT, such expense shall only be assessed to and payable by the OWNERS of completed UNITS, and shall not be included within any ASSESSMENTS payable by DECLARANT or any PARCEL DEVELOPER or any OWNER of any PLANNED UNITS. Such expenses include, for example, expenses for bulk cable television or home security monitoring service, or expenses relating to the maintenance of landscaping upon any LOT or the maintenance of any exterior walls or roofs of a UNIT, which may be incurred pursuant to this DECLARATION or any PARCEL DECLARATION.

4.12. PARCEL ASSOCIATION. If any PARCEL is subject to the jurisdiction of a separate PARCEL ASSOCIATION, then at the request of the PARCEL ASSOCIATION the COMMUNITY ASSOCIATION may agree to include in the ASSESSMENTS against the OWNERS within the PARCEL any assessments that may be imposed by the PARCEL ASSOCIATION, and remit such funds to the PARCEL ASSOCIATION as same are collected. Furthermore, at the request of the COMMUNITY ASSOCIATION, the PARCEL ASSOCIATION shall collect all ASSESSMENTS assessed by the COMMUNITY ASSOCIATION against the OWNERS within the PARCEL and remit the ASSESSMENTS to the COMMUNITY ASSOCIATION on or before the date when same are due.

4.13. WORKING CAPITAL CONTRIBUTION. In addition to ASSESSMENTS for COMMON EXPENSES, after a certificate of occupancy for a UNIT is issued by the controlling governmental authority, upon the first to occur of the conveyance of the UNIT from the builder or the first occupancy of the UNIT, the OWNER of the UNIT shall pay to the COMMUNITY ASSOCIATION a contribution to a working capital fund of the COMMUNITY ASSOCIATION. The capital contribution shall be equal to the greater of \$100.00, or 2 months ASSESSMENT for COMMON EXPENSES, plus where applicable an amount equal to 2 months PARCEL ASSESSMENTS. The working capital fund shall be used by the COMMUNITY ASSOCIATION for start-up expenses or otherwise as the COMMUNITY ASSOCIATION shall determine from time to time, and specifically may be used for the payment of COMMON EXPENSES, or PARCEL EXPENSES where applicable, and such fund need not be restricted or accumulated.

4.14. Enforcement. If any OWNER fails to pay any ASSESSMENT for COMMON EXPENSES or any PARCEL ASSESSMENT when due, the COMMUNITY ASSOCIATION shall have the rights set forth in Paragraph 8.1.

5. ARCHITECTURAL CONTROL FOR IMPROVEMENTS

5.1. Purpose. The APPROVING PARTY shall have the right to exercise architectural control over all IMPROVEMENTS, in order to assist in making the entire SUBJECT PROPERTY a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any IMPROVEMENT including, but not limited to, size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria.

5.2. OWNER or PARCEL ASSOCIATION to Obtain Approval. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, and no OWNER or PARCEL ASSOCIATION shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER or PARCEL ASSOCIATION first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY.

5.3. Request for Approval. Any request for approval by the APPROVING PARTY of any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the APPROVING PARTY may deem reasonably necessary in connection with its determination as to whether or not it will approve same. No request will be deemed made until the APPROVING PARTY signs a receipt for the request. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the APPROVING PARTY deems the plans and specifications deficient, the APPROVING PARTY may require such further detail in the plans and specifications as the APPROVING PARTY deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the APPROVING PARTY may postpone review of any plans submitted for approval. The APPROVING PARTY shall have the right to charge a reasonable fee to any OWNER or PARCEL ASSOCIATION requesting architectural approval, including where applicable the fee of any architect or engineer hired by the APPROVING PARTY to review any plans or specifications, provided that the APPROVING PARTY shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. The APPROVING PARTY shall not be obligated to review or approve any plans and specifications until such fee is paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any PROPERTY, but may be withheld due to aesthetic considerations.

5.4. Approval. The APPROVING PARTY shall notify the OWNER or PARCEL ASSOCIATION of its approval or disapproval, or that the APPROVING PARTY requires additions to the plans and specifications or other materials, by written notice within 30 days after request for such approval is made in writing to the APPROVING PARTY, and all documents, plans and specifications, and other materials required by the APPROVING PARTY in connection with such approval have been submitted to and received by the APPROVING PARTY. In the event the APPROVING PARTY fails to disapprove any request within such 30 day period, the request shall be deemed approved and upon request the APPROVING PARTY shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the APPROVING PARTY in connection with the approval. In consenting to any proposed IMPROVEMENT, the APPROVING PARTY may condition such consent upon changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the APPROVING PARTY approves, or is deemed to have approved, any IMPROVEMENT, the OWNER or PARCEL ASSOCIATION requesting approval may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the APPROVING PARTY's approval, and shall not make any material changes without the approval of the APPROVING PARTY. If the APPROVING PARTY approves any IMPROVEMENT, same shall not obligate the APPROVING PARTY, or any subsequent APPROVING PARTY to approve any similar IMPROVEMENT in the future, and the APPROVING PARTY shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER or PARCEL ASSOCIATION.

5.5. Architectural Guidelines and Criteria. The APPROVING PARTY may adopt and modify from time to time, in its discretion, minimum guidelines, criteria and/or standards which will be used by it in connection with its exercise of architectural control, provided however that same shall not apply to any previously existing or approved IMPROVEMENT. The foregoing may include, but are not limited to, minimum square footage, maximum height, minimum set-back, and minimum landscaping requirements.

5.6. Inspections. Upon the completion of any IMPROVEMENT, the applicable OWNER or PARCEL ASSOCIATION shall give written notice of the completion to the APPROVING PARTY. Within 90 days thereafter, the APPROVING PARTY shall have the right to inspect the IMPROVEMENT and

notify the OWNER or PARCEL ASSOCIATION in writing that the IMPROVEMENT is accepted, or that the IMPROVEMENT is deficient because it was not completed in conformance with the approved plans and specifications or in a manner otherwise acceptable to the APPROVING PARTY, specifying the particulars of such deficiencies. Within 30 days thereafter the OWNER or PARCEL ASSOCIATION shall correct the deficiencies set forth in the notice, and upon completion of the work the APPROVING PARTY shall again be given a notice of the completion, and the provisions of this paragraph shall again become operative. If the APPROVING PARTY fails to notify the OWNER or PARCEL ASSOCIATION of any deficiencies within 90 days after receipt of a notice of completion, the IMPROVEMENT shall be deemed to have been accepted by the APPROVING PARTY.

5.7. Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval given or deemed given by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief, without the necessity of posting a bond or security therefor, to require the applicable OWNER or PARCEL ASSOCIATION to stop, remove and/or alter any IMPROVEMENT in a manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it. If DECLARANT is the APPROVING PARTY then in connection with the enforcement of this section, DECLARANT shall have all of the rights of enforcement granted to the COMMUNITY ASSOCIATION pursuant to this DECLARATION, including but not limited to the right to impose fines, and to assess and lien for costs and expenses incurred in enforcing this section, except that any fines shall be paid to the COMMUNITY ASSOCIATION. In connection with the enforcement of this section, the APPROVING PARTY shall have the right to enter onto any PROPERTY and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the APPROVING PARTY to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the APPROVING PARTY's right to enforce the provisions of this section. Any action to enforce this Section must be commenced within 1 year after notice of the violation by the APPROVING PARTY, or within 3 years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the APPROVING PARTY shall have the exclusive authority to enforce the provisions of this Paragraph 5.

5.8. No Liability. Notwithstanding anything contained herein to the contrary, the APPROVING PARTY shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any OWNER or PARCEL ASSOCIATION due to the exercise or non-exercise of such control, or the approval or disapproval of any IMPROVEMENT. Furthermore, the approval of any plans or specifications or any IMPROVEMENT shall not be deemed to be a determination or warranty that such plans or specifications or IMPROVEMENT are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the APPROVING PARTY, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the APPROVING PARTY shall not be liable for any defect or deficiency in such plans or specifications or IMPROVEMENT, or any injury resulting therefrom.

5.9. Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION must be in compliance with the requirements of all controlling governmental authorities, and the OWNER or PARCEL ASSOCIATION shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the APPROVING PARTY to any IMPROVEMENT may be made conditioned upon the OWNER or PARCEL ASSOCIATION obtaining a building permit for same, or providing the APPROVING PARTY written evidence from the controlling governmental authority that such permit will not be required, and in that event the OWNER

or PARCEL ASSOCIATION shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is obtained and submitted to the APPROVING PARTY.

5.10. Construction by Licensed Contractor. If a building permit is required for any IMPROVEMENT made by any OWNER or PARCEL ASSOCIATION, then the IMPROVEMENT must be installed or constructed by a licensed contractor unless otherwise approved by the APPROVING PARTY, and in any event must be constructed in a good and workmanlike manner.

5.11. Effect of PARCEL ASSOCIATION. If a PARCEL ASSOCIATION is also granted the right to exercise architectural or similar control pursuant to a recorded declaration with respect to any PROPERTY, then any OWNER seeking architectural approval from the APPROVING PARTY shall first be required to obtain such approval in writing from the PARCEL ASSOCIATION; however, no approval given by any PARCEL ASSOCIATION shall be binding upon the APPROVING PARTY.

5.12. Exception for DECLARANT. Notwithstanding anything contained herein to the contrary, any IMPROVEMENTS constructed by DECLARANT, including any successor DECLARANT, shall be exempt for the provisions of this Section 5, and shall not require the approval of the APPROVING PARTY or any other person.

6. USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS.

6.1. Air Conditioning Units. Only central air conditioning units are permitted without the prior written consent of the APPROVING PARTY.

6.2. Automobiles, Vehicles and Boats. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, pick-up trucks of a type customarily used as private passenger vehicles, and other vehicles manufactured and commonly used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the APPROVING PARTY. No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY, and if the APPROVING PARTY determines the operation of any such vehicle creates an unreasonable annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the APPROVING PARTY, the vehicle shall not be operated within the SUBJECT PROPERTY.

6.3. Basketball Backboards. Only professionally manufactured basketball backboards are permitted, which must be installed on black poles, with a white or clear backboard, and must be approved by the APPROVING PARTY. No garage or roof mounted basketball backboards are permitted. No portable basketball backboards may be kept outside of a UNIT overnight.

6.4. Beaches/Lake Banks. No OWNER shall create any beach or sandy area contiguous to any lake or canal within the SUBJECT PROPERTY, nor shall any dock or deck which extends into any lake or canal or maintenance easement be permitted, without the approval of the APPROVING PARTY and any controlling governmental authorities. All lake banks shall be seeded or sodded after the development of the property adjacent thereto is completed, unless otherwise approved by the APPROVING PARTY.

6.5. Boat Docks. No boat docks or boat launching facilities shall be permitted without the approval of the APPROVING PARTY and any controlling governmental authorities.

6.6. Business Use. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted by a UNIT OWNER or resident of a UNIT upon any portion of the SUBJECT PROPERTY nor within any UNIT, if in connection therewith customers, patients or the like come to the UNIT, or if such non-residential use is otherwise apparent from the exterior of the UNIT. The foregoing shall not preclude (i) home offices complying with the previous sentence, (ii) the rental of UNITS within the SUBJECT PROPERTY; or (iii) activities associated with the construction, development and sale of the SUBJECT PROPERTY or any portion thereof.

6.7. Clothes Lines and Outside Clothes Drying. Outdoor clothes drying is only permitted behind a UNIT, in an area which is screened from view from adjoining roads and from other UNITS within the SUBJECT PROPERTY. Only portable outdoor clothes-drying facilities approved by the APPROVING PARTY are permitted, and same shall be removed when not in use.

6.8. COMMON AREAS and PARCEL AREAS. Nothing shall be stored, constructed, placed within, or removed from any COMMON AREA or any PARCEL AREA by any OWNER other than DECLARANT or a PARCEL DEVELOPER, unless approved by the APPROVING PARTY.

6.9. Damage and Destruction. In the event any IMPROVEMENT is damaged or destroyed, the OWNER of the IMPROVEMENT, or the PARCEL ASSOCIATION responsible for repairing or restoring the damaged IMPROVEMENT, shall repair and restore the damaged IMPROVEMENT as soon as is reasonably practical to the same condition that the IMPROVEMENT was in prior to such damage or destruction, or shall remove the damaged IMPROVEMENT and restore the OWNER'S PROPERTY to a vacant lot condition as soon as is reasonably practical, unless otherwise approved by the APPROVING PARTY.

6.10. Driveways. No asphalt or gravel driveways, walkways or sidewalks are permitted which serve only one LOT, and all driveways, sidewalks and walkways serving only one LOT must be constructed with an upgraded, stabilized hard surface approved by the APPROVING PARTY. All driveways and walkways must be constructed with concrete, stamped concrete or brick pavers.

6.11. Easement Areas.

6.11.1. "Drainage and/or Utility Easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction, and repair of drainage facilities, including, but not limited to, canals, pumps, pipes, inlets,

and outfall structures and all necessary appurtenances thereto and underground utility facilities, including, but not limited to, power, telephone, sewer, water, gas, irrigation, lighting, and television transmission purposes. Within these easements, no Improvement or other material shall be placed or permitted to remain or alteration made which:

6.11.1.1. May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

6.11.1.2. May materially damage the direction of flow or drainage channels in the easements or may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

The portions of the SUBJECT PROPERTY designated as Drainage and/or Utility Easements and all improvements thereon shall be maintained continuously by the owner of such portion of the SUBJECT PROPERTY, except as otherwise set forth on the plat or recorded easement or any other recorded instrument including this DECLARATION, and except for those improvements for which a public authority or utility company is responsible.

6.11.2. "Water Management and/or Retention Easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any other recorded instrument for the storage of storm water and/or maintenance of adjacent water bodies. The PROPERTY subject to the Water Management and/or Retention Easements shall be maintained by the OWNER thereof in an ecologically sound condition for water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. DECLARANT, any PARCEL ASSOCIATION, and the OWNERS shall have the right to use the Water Management and/or Retention Easements to drain surface water from their PROPERTY, COMMON AREAS, and PARCEL AREAS. No IMPROVEMENT shall be placed within a Water Management and/or Retention Easement other than sod unless approved in writing by the APPROVING PARTY. No OWNER shall do anything which shall adversely affect the surface water management system of the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and all applicable governmental agencies.

6.12. Encroachments. If any portion of the COMMON AREAS encroaches upon any LOT; if any UNIT or other improvement encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the COMMUNITY ASSOCIATION, (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON AREAS; or (v) any non-purposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

6.13. Exterior Changes, Alterations and Improvements. No OWNER or PARCEL ASSOCIATION shall make any IMPROVEMENT, without the prior written consent of the APPROVING PARTY, as required by Paragraph 5 of this DECLARATION.

6.14. Fences and Walls. Fences and walls shall not be permitted in the front of any UNIT. No fence or wall shall be installed without the consent of the APPROVING PARTY as to the location,

height, type, and materials of the fence or wall. In approving any fence or wall, the APPROVING PARTY may give due consideration to such matters as easements, drainage, berms, or other physical characteristics of the applicable LOT or PROPERTY, and the effect of the fence or wall on the surrounding community. All fences and walls must be maintained in good condition at all times.

6.15. Firearms. The use or discharge of firearms, including but not limited to BB guns and pellet guns, is prohibited.

6.16. Garages. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area, without the prior written consent of the APPROVING PARTY. All garage doors shall remain closed when not in use. If any garage is enclosed, the garage door shall not be removed and the enclosure shall be performed in a manner such that from the outside of the UNIT it appears the UNIT still contains a garage.

6.17. Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up, shall not be permitted to unreasonably accumulate, and shall not be placed or dumped on any portion of the SUBJECT PROPERTY, including any COMMON AREA, not intended for such use, or on any property contiguous to the SUBJECT PROPERTY. Garbage, trash, refuse or rubbish that is required to be placed along any road or in any particular area in order to be collected may be so placed after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. Except when so placed for collection, all containers, dumpsters or garbage facilities shall be kept inside a UNIT or other area intended for such use which shall be fenced-in area and screened from view in a manner approved by the APPROVING PARTY and kept in a clean and sanitary condition. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. No noxious or offensive odors shall be permitted.

6.18. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas, and shall be appropriately landscaped, as approved by the APPROVING PARTY so that they will be substantially concealed or hidden from any eye-level view from any street or adjacent property.

6.19. Hazardous Waste. No hazardous or toxic waste shall be disposed of within the SUBJECT PROPERTY, and there shall be no unlawful contamination of the soil or underground water supplies within the SUBJECT PROPERTY, and no any environmental law, rule, regulation, or ordinance shall be violated.

6.20. Lakes and Canals. No swimming or motor boating will be allowed in any lake or canal. No OWNER shall deposit or dump any garbage or refuse in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall install any improvement upon a LOT within 20 feet of any lake or canal without the prior written consent of the APPROVING PARTY, including but not limited to landscaping (other than grass), fences, walls, or any other improvements.

6.21. Landscaping. All PROPERTY containing a UNIT, or owned in conjunction with the ownership of a UNIT, or owned and/or operated by a PARCEL ASSOCIATION, shall be tastefully landscaped in accordance with any criteria established by the APPROVING PARTY, to the waterline of any abutting lake or canal and to the pavement edge of any abutting road or parking area. Lawns shall be primarily grass, and shall not be paved or covered with gravel, artificial turf or other covering unless permitted by the APPROVING PARTY. All diseased or dead sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be removed. All

landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control. Underground sprinkler systems shall be installed, maintained and used to irrigate all landscaping on any LOT, or any PROPERTY owned by any PARCEL ASSOCIATION, or any other landscaping which the OWNER of the LOT or any PARCEL ASSOCIATION is required to maintain pursuant to this paragraph. All underground sprinkler systems serving any LOT or any PROPERTY containing a UNIT shall be connected to the system supplying water to the Unit, unless prohibited by the applicable governmental authority or utility company or otherwise approved by the APPROVING PARTY. Any underground sprinkler system which utilizes water supplied by a well shall utilize a rust inhibitor system approved by the APPROVING PARTY, so that rust deposits will not accumulate on any building, wall or paved area. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any PROPERTY without the consent of the APPROVING PARTY.

6.22. Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 months, and no UNIT OWNER may lease his UNIT more than 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 4 times in any consecutive 12 month period, without the consent of the APPROVING PARTY.

6.23. Mailboxes. No mailboxes are permitted without the consent of the APPROVING PARTY, except for mailboxes which are identical to mailboxes originally provided for the UNITS.

6.24. Maintenance. All UNITS and other IMPROVEMENTS existing within the SUBJECT PROPERTY at all times be maintained in first class condition and good working order, in a clean, neat and attractive manner, and in accordance with all applicable governmental requirements. Exterior maintenance, including painting, shall be periodically performed as reasonably necessary. Any OWNER intending to paint his UNIT or the other IMPROVEMENTS on this LOT shall obtain the consent of the APPROVING PARTY as to the color of the paint that will be used, which in any event shall be harmonious with other improvements within the SUBJECT PROPERTY. No unsightly peeling of paint or discoloration of same, mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any UNIT or other IMPROVEMENT. All roads, streets, parking areas, sidewalks, driveways, and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

6.25. Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times.

6.26. Occupancy. No UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

6.27. Outside Antennas and Flag Poles. No outside antennas or signal-receiving or sending dishes or devices are permitted which are visible from the exterior of a UNIT without the prior written consent of the APPROVING PARTY, except for digital satellite dishes not exceeding 18" in diameter which are located in the rear of the home on the LOT and not visible from adjoining streets or LOTS. No flag poles are permitted without the consent of the APPROVING PARTY.

6.28. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment approved by the APPROVING PARTY, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition.

6.29. Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. As regards cats and dogs, only 2 such pets are permitted in any UNIT except with the written consent of the APPROVING PARTY, which may be granted or withheld in the APPROVING PARTY's discretion. No pit bull terriers are permitted without the consent of the APPROVING PARTY, which may be withheld in its sole discretion. In any event, only dogs and cats will be permitted outside of the permanently enclosed air conditioned living space of a UNIT, and no pet other than a cat or dog shall be permitted outside of such portion of a UNIT, including but not limited to any screened in porch or patio, without the consent of the APPROVING PARTY. No dog shall be kept outside of a UNIT, or in any screened-in porch or patio, unless someone is present in the UNIT. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. Any pet must not be an unreasonable nuisance or annoyance to the other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

6.30. Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any PROPERTY for storage or otherwise, without the prior written consent of the APPROVING PARTY.

6.31. Signs. No sign shall be placed upon any PROPERTY, and no sign shall be placed in or upon any UNIT which is visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY. Notwithstanding the foregoing, a portable and tasteful "open house" advertising sign is permitted upon any LOT for a period not exceed 8 hours in any day, and 24 hours in any consecutive 7-day period, which shall not be larger than 2-1/2 square feet in size, during such periods when the OWNER or a licensed real estate broker or sales person is holding a bona fide "open house" to lease or sell the UNIT on the LOT. In the event any sign is installed within the SUBJECT PROPERTY or on the exterior of any UNIT which violates this Paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER or PARCEL ASSOCIATION, and any such removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable for the removal or for any damage or loss to the sign.

6.32. Solar Collectors. Solar collectors are permitted, provided that the APPROVING PARTY shall have the right to approve the specific location where solar collectors may be installed on a roof with an orientation to the south or within 45 degrees east or west of due south, provided that such determination does not impair the effective operation of the solar collectors.

6.33. Subdivision and Easements. No LOT shall be further subdivided if same would result in the creation of more LOTS than before such resubdivision, and no easement shall be granted by any

OWNER, without the prior written consent of the APPROVING PARTY. Notwithstanding the foregoing, any LOT or portions of one or more LOT(s) may be conveyed to the OWNER(S) of contiguous LOT(s) in order to increase the size of the contiguous LOT(S), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to an instrument recorded in the Public Records of the County where the SUBJECT PROPERTY is located and approved by the COMMUNITY ASSOCIATION.

6.34. Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the APPROVING PARTY and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities. In particular, no OWNER other than DECLARANT shall install any landscaping or place any fill on the OWNER's LOT which would adversely affect the drainage of any contiguous LOT.

6.35. Swimming Pools. No above-ground swimming pools, spas, or the like, shall be installed without the consent of the APPROVING PARTY.

6.36. Tree Removal. No trees shall be removed without the consent of the APPROVING PARTY.

6.37. Utility Lines and Services. All utility lines and services shall be maintained in good working condition.

6.38. Wells. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the APPROVING PARTY and the utility company supplying potable water to the SUBJECT PROPERTY.

6.39. Window Treatments. Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, of the type customarily found in single family homes, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 30 days after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

6.40. Rules and Regulations. The COMMUNITY ASSOCIATION may adopt reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the COMMUNITY ASSOCIATION to any OWNER or upon request.

6.41. Additional Restrictions. Nothing contained herein shall prohibit the OWNER of any PROPERTY from imposing restrictions upon such PROPERTY in addition to, or more restrictive than, the restrictions contained herein.

6.42. Exemption or Waiver. DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, shall have the right to exempt any PROPERTY from any or all of the restrictions contained

in this DECLARATION in DECLARANT's sole discretion, by a written amendment or supplement to this DECLARATION. Any such exemption may not be modified or terminated, directly or indirectly, without the consent of the OWNER of the PROPERTY so exempted. In addition, the APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any PROPERTY or UNIT where, in the discretion of the APPROVING PARTY, circumstances exist which justify such waiver or deviation. Any exemption or waiver may be subject to such conditions and restrictions as DECLARANT or the APPROVING PARTY may deem necessary, and the OWNER shall be required to comply with any such conditions or restrictions in connection with any waiver or deviation. In the event of any such exemption or waiver, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY to enforce these restrictions or from insisting upon strict compliance with respect to all other PROPERTY and UNITS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any waiver given by the APPROVING PARTY as to any matter shall not be deemed binding upon the APPROVING PARTY in the future, and shall not require the APPROVING PARTY to grant similar waivers in the future as to any other LOT or PROPERTY, or OWNER.

6.43. Responsibility for Maintenance and Compliance.

6.43.1. OWNERS. The OWNER of any PROPERTY shall be responsible for complying with all of the provisions of this Section with respect to such PROPERTY.

6.43.2. PARCEL ASSOCIATION. Each PARCEL ASSOCIATION shall be responsible for complying with all provisions of this Section with respect to all of the PROPERTY which is subject to the jurisdiction of the PARCEL ASSOCIATION, notwithstanding the fact that the OWNER of any portion of the PROPERTY may also be responsible for such compliance with respect to the PROPERTY owned by such OWNER.

6.43.3. Enforcement. In the event any OWNER or PARCEL ASSOCIATION fails to comply with any provision of this Section, the COMMUNITY ASSOCIATION shall have all rights of enforcement set forth in Paragraph 7 including, but not limited to, the right to perform any maintenance which any OWNER or PARCEL ASSOCIATION has failed to perform, and to assess the applicable OWNER or PARCEL ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION in connection therewith.

6.43.4. Limitations. No OWNER or PARCEL ASSOCIATION shall maintain, repair and/or improve any PROPERTY for which the COMMUNITY ASSOCIATION has the responsibility and duty for maintenance without the prior written consent of the COMMUNITY ASSOCIATION.

6.44. Exceptions. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS and other IMPROVEMENTS thereon, or any activity associated with the sale or leasing of any UNITS within the SUBJECT PROPERTY, by DECLARANT or by any PARCEL DEVELOPER, or any activity associated with the construction, sale or leasing of any UNITS within any other property owned by DECLARANT or any PARCEL DEVELOPER or any affiliate of DECLARANT or any PARCEL DEVELOPER. In addition, DECLARANT shall have the right to exempt any other builder or developer from any of the foregoing use and maintenance restrictions. Specifically, and without limitation, DECLARANT and any PARCEL DEVELOPER shall have the right to, and any other builder or developer who is exempted from the foregoing restrictions by DECLARANT shall have the right to: (i) construct any UNITS or IMPROVEMENTS within the SUBJECT

PROPERTY, and make any additions, alterations, improvements, or changes thereto, (ii) maintain sales, leasing, general office and construction operations on any LOT, for use in connection with the SUBJECT PROPERTY or any other property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the SUBJECT PROPERTY for sales, leasing, general office, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction activities; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of the SUBJECT PROPERTY, signs and other materials used in developing, constructing, selling, leasing, or promoting any portion of the SUBJECT PROPERTY or any other property.

7. ZERO LOT LINE RESTRICTIONS.

7.1. Definitions.

7.1.1. BURDENED LOT means a LOT or COMMON AREA upon which a MAINTENANCE EASEMENT exists.

7.1.2. ZERO LOT LINE means the common lot boundary between a ZERO LOT and a BURDENED LOT.

7.1.3. MAINTENANCE EASEMENT means a non-exclusive appurtenant easement for construction, repair, maintenance and drainage purposes, over and upon any portion of a LOT or COMMON AREA contiguous to a ZERO LOT which is within 4 feet of the ZERO LOT LINE, which is for the benefit of the OWNER of the ZERO LOT.

7.1.4. ZERO LOT means a LOT containing a ZERO WALL, or which will contain a ZERO WALL when a UNIT is constructed upon the LOT.

7.1.5. ZERO WALL means any wall of a UNIT, or other wall extending from the UNIT running parallel to the ZERO LOT LINE, which is located on or within 4 feet of any lot line of the LOT.

7.2. MAINTENANCE EASEMENT. There is hereby reserved upon each BURDENED LOT or COMMON AREA adjacent to any ZERO LOT a MAINTENANCE EASEMENT for the benefit of the OWNER of the ZERO LOT. No permanent structures may be constructed or permitted to remain within the MAINTENANCE EASEMENT which would materially and adversely affect the ability of the OWNER of the ZERO LOT to construct, repair or maintain the UNIT on the ZERO LOT or any ZERO WALL without the written consent of the OWNER of the ZERO LOT and the APPROVING PARTY. If any fence or wall is constructed between a ZERO WALL and the UNIT on the BURDENED LOT which denies access to the MAINTENANCE EASEMENT by the OWNER of the ZERO LOT, then a gate or door approved by the APPROVING PARTY must be constructed to provide such access. The OWNER of the ZERO LOT shall have the right to enter upon the MAINTENANCE EASEMENT upon 24 hours written notice to the OWNER of the BURDENED LOT during the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, to construct, repair or maintain the UNIT on the ZERO LOT, including a ZERO WALL, or any fence along the ZERO LOT LINE, or at any time in the event of an emergency or to prevent imminent damage, and shall also have the right to enter such other portions of the BURDENED LOT as may be reasonably necessary in connection therewith, and the OWNER of the BURDENED LOT shall provide such access to the OWNER of the ZERO LOT. In connection with such construction, repair and maintenance, the OWNER of the ZERO LOT shall use reasonable efforts to minimize damage to any landscaping or improvements within the BURDENED LOT, and shall not be liable for any damage to the landscaping or improvements within the BURDENED LOT unless such damage is caused by the gross negligence or wilful acts of the OWNER of the ZERO LOT, or such OWNER's contractors. Upon the

completion of such construction, repair or maintenance, the OWNER of the ZERO LOT shall remove all materials and equipment and clean up and restore the BURDENED LOT in a reasonable manner. Notwithstanding the foregoing, the OWNER of the ZERO LOT shall not be required to repair or restore any improvements constructed or installed in violation of the provisions of this DECLARATION.

7.3. BURDENED LOT OWNERS' Obligations. The OWNER of any BURDENED LOT shall not attach any fence, wall or other improvements to the ZERO WALL, except such as are attached in connection with the original construction of the UNIT on the ZERO LOT or the BURDENED LOT, and shall not paint or otherwise alter the ZERO WALL, without the prior written consent of the OWNER of the ZERO LOT. The ZERO WALL shall not be used as a playing surface for any sport or game. No landscaping within a MAINTENANCE EASEMENT shall interfere with the flow of surface water drainage within the MAINTENANCE EASEMENT. The OWNER of the BURDENED LOT shall not cause the elevation of the soil adjacent to the ZERO WALL to be less than 2 inches above the slab of the UNIT on the ZERO LOT. No excavations may be made within the MAINTENANCE EASEMENT for any purpose without the written consent of the OWNER of the ZERO LOT. The OWNER of the BURDENED LOT shall not do anything which causes damage to the UNIT or the ZERO WALL on the ZERO LOT, and if the OWNER of the BURDENED LOT does anything which causes such damage, including but not limited to the discoloration of the paint on the ZERO WALL due to the irrigation of the landscaping on the BURDENED LOT, then the OWNER of the BURDENED LOT will be liable for such damage to the OWNER of the ZERO LOT.

7.4. Encroachments and Overhangs. There is hereby reserved an easement for encroachments and overhangs for the original construction of the UNIT, and in particular any ZERO WALL, constructed upon the ZERO LOT, into the BURDENED LOT. Nothing herein shall be deemed to grant any OWNER the right to modify the original construction of the UNIT upon the ZERO LOT to encroach further into the BURDENED LOT.

8. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT.

8.1. Monetary Defaults and Collection of ASSESSMENTS.

8.1.1. Late Fees and Interest. If any OWNER is in default in the payment of any ASSESSMENT for more than ten (10) days after same is due, or if any OWNER or PARCEL ASSOCIATION is in default in the payment of any other moneys owed to the COMMUNITY ASSOCIATION for a period of more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, or if any check for any ASSESSMENT or any other monies owed to the COMMUNITY ASSOCIATION is dishonored, the COMMUNITY ASSOCIATION shall have the right to charge the applicable OWNER or PARCEL ASSOCIATION a late or bad check fee of ten percent (10%) of the amount due, or \$25.00, whichever is greater, plus interest at the highest rate permitted by law on the amount owed to the COMMUNITY ASSOCIATION from and after said ten (10) day period.

8.1.2. Acceleration of ASSESSMENTS. In addition, if any OWNER is in default in the payment of any ASSESSMENT or any other moneys owed to the COMMUNITY ASSOCIATION, for more than ten (10) days after written demand by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the COMMUNITY ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or all other ASSESSMENTS and moneys payable to the COMMUNITY ASSOCIATION.

8.1.3. Collection. In the event any OWNER or PARCEL ASSOCIATION fails to pay any ASSESSMENT or other moneys due to the COMMUNITY ASSOCIATION within ten (10) days after written demand, the COMMUNITY ASSOCIATION may take any action deemed necessary in order to collect such ASSESSMENTS or moneys including, but not limited to, retaining the services of a collection agency or attorney to collect such ASSESSMENTS or moneys, initiating legal proceedings for the collection of such ASSESSMENTS or moneys, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the OWNER or PARCEL ASSOCIATION shall be liable to the COMMUNITY ASSOCIATION for all costs and expenses incurred by the COMMUNITY ASSOCIATION incident to the collection of any ASSESSMENT or other moneys owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the COMMUNITY ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the COMMUNITY ASSOCIATION's lien. The COMMUNITY ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any ASSESSMENTS or monies owed to it, and if the COMMUNITY ASSOCIATION becomes the OWNER of any PROPERTY by reason of such foreclosure, it shall offer such PROPERTY for sale within a reasonable time and shall deduct from the proceeds of such sale all ASSESSMENTS or moneys due it. All payments received by the COMMUNITY ASSOCIATION on account of any ASSESSMENTS or moneys owed to it by any OWNER or PARCEL ASSOCIATION shall be first applied to payments and expenses incurred by the COMMUNITY ASSOCIATION, then to interest, then to any unpaid ASSESSMENTS or moneys owed to the COMMUNITY ASSOCIATION in the inverse order that the same were due.

8.1.4. Lien for ASSESSMENT and Moneys Owed to COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien on all PROPERTY owned by any OWNER, for any unpaid ASSESSMENTS (including any ASSESSMENTS which are accelerated pursuant to this DECLARATION) or other moneys owed to the COMMUNITY ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the COMMUNITY ASSOCIATION incident to the collection of the ASSESSMENTS and other moneys, or enforcement of the lien, and for all sums advanced and paid by the COMMUNITY ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the COMMUNITY ASSOCIATION's lien. To protect its lien against the holder of a first mortgage, the COMMUNITY ASSOCIATION may record a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located, stating the description of the PROPERTY, the name of the OWNER which owns the PROPERTY, the amount and due dates of any unpaid ASSESSMENTS then due to the COMMUNITY ASSOCIATION, and any other monies then owed to the COMMUNITY ASSOCIATION by the OWNER of the PROPERTY. The claim of lien shall relate back to the date of the recording of this DECLARATION, and shall be in effect until all sums secured by it, and all monies owed by the applicable OWNER to the COMMUNITY ASSOCIATION from and after the recording of the claim of lien, have been fully paid, except that any claim of lien for ASSESSMENTS or DEFICITS owed by any PARCEL DEVELOPER shall not affect any LOT that contains a completed residence and which was conveyed by the PARCEL DEVELOPER in a bona fide transaction prior to the recording of the claim of lien. The claim of lien must be signed and acknowledged by an officer or agent of the COMMUNITY ASSOCIATION. Upon payment in full of all monies owed to the COMMUNITY ASSOCIATION, the PERSON making the payment is entitled to a satisfaction of the lien.

8.1.5. Transfer of PROPERTY after ASSESSMENT. The COMMUNITY ASSOCIATION's lien shall not be affected by the sale or transfer of any PROPERTY, and in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the COMMUNITY ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER.

8.1.6. Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other moneys shall be subordinate and inferior to the lien of any first mortgage recorded prior to the actual date of the recording of a Claim of Lien (without taking into account the relation back to the date of recording of this DECLARATION) by the COMMUNITY ASSOCIATION. The sale or transfer of any PROPERTY by the foreclosure of a first mortgage or by deed in lieu thereof, shall extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENT, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION's lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES collectible from all OWNERS including such acquirer, and its successors and assigns.

8.1.7. No Set-Offs. No OWNER shall have the right to set-off or reduce any ASSESSMENTS for COMMON EXPENSES by any claims that such OWNER may have or may claim to have against the COMMUNITY ASSOCIATION or against DECLARANT or any PARCEL DEVELOPER.

8.1.8. Exception for DECLARANT. Notwithstanding the foregoing, DECLARANT shall not be liable for any interest or late fees for any ASSESSMENTS or other funds owed to the COMMUNITY ASSOCIATION, and the COMMUNITY ASSOCIATION shall not have a lien against any property for any ASSESSMENTS or other monies owed to the COMMUNITY ASSOCIATION by DECLARANT.

8.1.9. Suspension of Voting Rights. The COMMUNITY ASSOCIATION may suspend the voting rights of any OWNER other than DECLARANT or any PARCEL DEVELOPER for the nonpayment of regular ASSESSMENTS for COMMON EXPENSES that are delinquent for more than 90 days.

8.2. Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, or by any PARCEL ASSOCIATION (other than the nonpayment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the COMMUNITY ASSOCIATION shall notify the OWNER (and where applicable any tenant of the OWNER) or PARCEL ASSOCIATION of the violation, by written notice. If (i) such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or (ii) the violation is not capable of being cured within such seven (7) day period and the OWNER or tenant, or PARCEL ASSOCIATION, fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the COMMUNITY ASSOCIATION, then the COMMUNITY ASSOCIATION may, at its option:

8.2.1. Fine the OWNER or tenant, or PARCEL ASSOCIATION, as provided below and/or suspend, for a reasonable period of time, the rights of the OWNER and anyone residing in the OWNER'S UNIT, and their guests, and invitees, to use the COMMON AREAS (but such suspension shall not impair the right of an OWNER or tenant to have vehicular and pedestrian access to and from the OWNER'S UNIT); and/or

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

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

8.2.4. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this DECLARATION; and/or

8.2.5. Record a "notice of violation" in the public records of the county in which the SUBJECT PROPERTY is located, which shall describe the legal description of the applicable PROPERTY owned by the OWNER, the OWNER's name, and the nature of the violation, and shall be signed by an officer or agent of the COMMUNITY ASSOCIATION. If recorded, such notice of violation shall be released when the violation is cured and the applicable OWNER pays any costs or expenses due to the COMMUNITY ASSOCIATION in connection with the violation and the recording of the notice of violation.

All expenses incurred by the COMMUNITY ASSOCIATION in connection with the enforcement of this DECLARATION action against any OWNER or PARCEL ASSOCIATION, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER or PARCEL ASSOCIATION, and shall be due upon written demand by the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

8.2.6. If 10% or more of the OWNERS within any PARCEL, or any committee thereof, desire to retain a lawyer or commence legal proceedings to enforce this DECLARATION against any other OWNER within the PARCEL other than DECLARANT or any PARCEL DEVELOPER, and if the COMMUNITY ASSOCIATION does not agree to do so as a COMMON EXPENSE, then upon the approval of a majority of the OWNERS within the PARCEL appearing at a special meeting called for such purpose, the COMMUNITY ASSOCIATION shall enforce this DECLARATION against such OWNER as a PARCEL EXPENSE.

8.3. Fines and Suspensions.

8.3.1. The amount of any fine shall not exceed any amount as is permitted by law. Notwithstanding the foregoing, if any violation of this DECLARATION or the Rules and Regulations is of a continuing nature, and if the PARCEL ASSOCIATION, OWNER or tenant fails to cure any continuing violation within 30 days after written notice of such violation, or if such violation is not capable of being cured within such 30 day period, if the PARCEL ASSOCIATION, OWNER or tenant fails to commence action reasonably necessary to cure the violation within such 30 day period or shall thereafter fail to diligently proceed to cure the violation as soon as is reasonably practical, in addition to the initial fine a daily fine may be imposed until the violation is cured in an amount not to exceed \$10.00 per day, to the extent not prohibited by law.

8.3.2. Prior to imposing any suspension or fine, the PARCEL ASSOCIATION, OWNER or tenant shall be given written notice of the fact that the COMMUNITY ASSOCIATION is considering the imposition of the suspension or fine, including (i) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, (ii) the proposed length of the suspension or amount of the fine, and (iii) the right of the PARCEL ASSOCIATION, OWNER or tenant to request a hearing by written request to the COMMUNITY ASSOCIATION within 14 days after the COMMUNITY ASSOCIATION's notice. If the PARCEL ASSOCIATION, OWNER or tenant desires a hearing, they must so notify the COMMUNITY ASSOCIATION in writing within 14 days after the COMMUNITY ASSOCIATION's notice, and in that event a hearing shall be held in accordance with applicable law upon not less than 14 days written notice to the PARCEL ASSOCIATION, OWNER or tenant. At the hearing, the PARCEL ASSOCIATION, OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and the suspension or fine previously imposed may be approved, disapproved or modified. If the PARCEL ASSOCIATION, OWNER or tenant fails to timely request a hearing, or fails to attend the hearing, the proposed fine or suspension set forth in the COMMUNITY ASSOCIATION's notice shall be deemed imposed.

8.3.3. Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after the decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable.

8.3.4. The BOARD may, and to the extent required by law shall, delegate the right to impose suspension or fines, set the amount thereof, and/or conduct hearings pursuant to this paragraph, to a Committee of the COMMUNITY ASSOCIATION.

8.3.5. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not have the right to impose any fine against DECLARANT, or any PARCEL DEVELOPER, or any other builder or developer of any portion of the SUBJECT PROPERTY.

8.4. Negligence. An OWNER shall be liable and may be assessed by the COMMUNITY ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

8.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided by law, each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS or any personal property owned by the COMMUNITY ASSOCIATION, or any liability to the COMMUNITY ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the COMMUNITY ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

8.6. Right of COMMUNITY ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees.

With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the COMMUNITY ASSOCIATION, then upon written notice by the COMMUNITY ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the COMMUNITY ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the COMMUNITY ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the COMMUNITY ASSOCIATION.

8.7. No Waiver. The failure of the COMMUNITY ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the COMMUNITY ASSOCIATION to enforce such right, provision, covenant or condition in the future.

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

8.9. Enforcement Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT, or the COMMUNITY ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any PARCEL ASSOCIATION or OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no PARCEL ASSOCIATION or OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

8.10. Certificate as to Unpaid ASSESSMENTS or Default. Within 15 days after written request by any OWNER or INSTITUTIONAL LENDER holding or making a mortgage encumbering any PROPERTY, the COMMUNITY ASSOCIATION shall provide such OWNER or INSTITUTIONAL LENDER with a written certificate as to whether or not the OWNER, and any applicable PARCEL ASSOCIATION having jurisdiction over the OWNER's PROPERTY, is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION. Any person who relies on such certificate in purchasing or making a mortgage encumbering any PROPERTY shall be protected thereby.

8.11. Enforcement of Obligations of COMMUNITY ASSOCIATION. DECLARANT, regardless of whether or not it is a member of the COMMUNITY ASSOCIATION, and any controlling governmental authority, shall have the right to enforce the obligations of the COMMUNITY ASSOCIATION to properly maintain and operate any property as required by this DECLARATION, and in the event the COMMUNITY ASSOCIATION defaults with respect to any of its obligations to operate or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within 10 days after demand by DECLARANT or any controlling governmental authority, DECLARANT or such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by DECLARANT or such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the COMMUNITY ASSOCIATION, plus any costs, expenses, and attorney's fees incurred in connection with the enforcement of the COMMUNITY ASSOCIATION's duties and obligations hereunder or the collection of any such sums. DECLARANT or the controlling governmental authority shall have the right to collect such sums from the OWNERS and in connection therewith shall have all enforcement rights granted to the COMMUNITY ASSOCIATION in connection with the collection of said moneys, including but not limited to all lien rights provided by this DECLARATION. In addition, the duties and obligations of the COMMUNITY ASSOCIATION may be enforced by any UNIT OWNER through appropriate legal proceedings.

9. DEDICATIONS. DECLARANT, each PARCEL DEVELOPER, and the COMMUNITY ASSOCIATION (with the consent of DECLARANT so long as DECLARANT owns any portion of the SUBJECT PROPERTY) shall have the right to dedicate, grant or convey any portion of the SUBJECT PROPERTY owned by them, or any interest or easement therein, to any governmental or quasi-governmental agency or private, public utility company, community development district, or to any PARCEL ASSOCIATION or any other non-profit corporation. In addition DECLARANT, so long as it owns any portion of the SUBJECT PROPERTY, shall have the right to direct the COMMUNITY ASSOCIATION to likewise dedicate, grant or convey any COMMON AREA, or any interest or easement in any COMMON AREA, whereupon the COMMUNITY ASSOCIATION shall execute such documents as will be necessary to effectuate such dedication. Any PROPERTY which is conveyed to any governmental or quasi-governmental agency or private or public utility company shall not be subject to the covenants and restrictions contained within this DECLARATION, unless the instrument so conveying such PROPERTY specifically provides that same is subject to this DECLARATION.

10. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, 100% of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until 2/3 of all the OWNERS vote to terminate this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date an instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, which shall be executed by the president of the COMMUNITY ASSOCIATION and by all of the directors, who shall certify that the requisite number of OWNERS voted to terminate this DECLARATION as required herein, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by DECLARANT so long as DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT. Notwithstanding anything contained herein to the contrary, this DECLARATION may not be terminated unless the instrument of termination is joined in by the South Florida Water Management District, or any successor controlling governmental authorities. The COMMUNITY ASSOCIATION shall also have the right to file

a notice extending the provisions of this DECLARATION in accordance with the marketable record title provisions of the Florida Statutes.

11. AMENDMENT.

11.1. Approval of Amendments. This DECLARATION may be amended as follows:

11.1.1. By either (i) the unanimous vote of the directors of the COMMUNITY ASSOCIATION, and by the vote of the OWNERS entitled to cast 2/3 of the votes present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (ii) the vote of OWNERS entitled to cast 2/3 of the votes of all the OWNERS.

11.1.2. Notwithstanding the foregoing, if any provision of this DECLARATION requires more than a 2/3 vote of all the OWNERS to approve any action, such provision may not be amended to require a lesser vote, or deleted, without the number of votes required to approve such action.

11.1.3. In addition, so long as DECLARANT owns any PROPERTY, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the COMMUNITY ASSOCIATION, or any OWNER or any other person or entity whatsoever except as set forth herein, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, without limitation, (i) the right to add any property owned by DECLARANT to, or delete any property from, the SUBJECT PROPERTY, provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and (ii) the right to make any amendment required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or required by any governmental authority. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

11.1.4. After DECLARANT no longer owns any PROPERTY, this DECLARATION may be amended upon the unanimous consent of the PARCEL DEVELOPERS and without the consent of the COMMUNITY ASSOCIATION, or any other OWNERS, if such amendment is made to conform to the requirements of any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans encumbering the UNITS, or is required by any governmental authority. Furthermore after DECLARANT no longer owns any PROPERTY, no amendment may be made by the OWNERS without the written joinder of any PARCEL DEVELOPER owning more than 20 LOTS.

11.2. Recording. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the COMMUNITY ASSOCIATION that the amendment was duly adopted.

11.3. Discrimination. No amendment shall discriminate against any OWNER, or class or group of OWNERS, unless the OWNERS so affected approve the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS of the PROPERTY affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges,

powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

11.4. Approval of South Florida Water Management District. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

12. RIGHTS OF INSTITUTIONAL LENDERS.

12.1. Notice of Action. Upon written notice to the COMMUNITY ASSOCIATION by any INSTITUTIONAL LENDER holding, insuring or guaranteeing a mortgage encumbering any PROPERTY or UNIT, identifying the name and address of the INSTITUTIONAL LENDER and the PROPERTY or UNIT encumbered by such mortgage, any such INSTITUTIONAL LENDER will be entitled to timely written notice of:

12.1.1. Any condemnation or casualty loss that affects either a material portion of the SUBJECT PROPERTY or the PROPERTY or UNIT securing its mortgage.

12.1.2. Any 60-day default in the payment of ASSESSMENTS or charges owed to the COMMUNITY ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the PROPERTY or UNIT on which it holds the mortgage.

12.1.3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the COMMUNITY ASSOCIATION.

12.1.4. Any proposed action that requires the consent of a specified percentage of mortgage holders.

12.2. Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any PROPERTY or UNIT is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the COMMUNITY ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the COMMUNITY ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the COMMUNITY ASSOCIATION, which response must be received by the COMMUNITY ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the COMMUNITY ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the COMMUNITY ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

12.3. Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the COMMUNITY ASSOCIATION which are in default, or any overdue insurance premiums for insurance required to be purchased by the COMMUNITY ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefor from the COMMUNITY ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

13. NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT AND PUBLIC IMPROVEMENTS. THE FOLLOWING DISCLOSURES ARE REQUIRED BY THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

13.1. Northern Palm Beach County Improvement District. Northern Palm Beach County Improvement District ("NPBCID") is an independent special district of the State of Florida and is, will be, or may be implementing, constructing and/or maintaining certain public infrastructure improvements for the benefit of those parcels of real properties located within the SUBJECT PROPERTY, which lie within NPBCID's Unit of Development No. 5 ("Unit No. 5").

13.2. NPBCID Non-Ad VALOREM Assessments. In order for NPBCID to carry out the implementation, construction and/or maintenance of the Unit No. 5 public infrastructure improvements, if applicable, NPBCID will be assessing and levying maintenance non-ad valorem assessment on an annual basis and all individuals or entities owning or purchasing PROPERTY will be obligated and responsible for paying such Unit No. 5 non-ad valorem assessments as have or may be assessed and levied annually by NPBCID upon such an OWNER'S PROPERTY. NPBCID's non-ad valorem assessments, if applicable, will appear as a separate line item on each OWNER'S annual Unified Real Property Tax Bill which is issued and collected by the Tax Collector of Palm Beach County, Florida.

13.3. Maintenance of NPBCID Improvements. The NPBCID Unit No. 5 public infrastructure improvements and/or facilities for which NPBCID retains ownership, if applicable, will be maintained by NPBCID unless the COMMUNITY ASSOCIATION contracts with NPBCID to maintain all or part of such improvements or facilities.

13.4. Surface Water Management System and NPBCID Facilities. The SUBJECT PROPERTY is subject to a South Florida Water Management District ("SFWMD") approved conceptual surface water management plan and related SFWMD Permits (which may be modified from time to time), a current copy of the SFWMD permits are attached hereto as EXHIBIT "E".

If and to the extent applicable, in order to implement aspects of the surface water management system, certain parcels of real property within the SUBJECT PROPERTY may be dedicated or conveyed, in fee or by easement, to NPBCID for stormwater retention, drainage and buffers. If and to the extent applicable, the primary components of the Unit No. 5 surface water management system will be maintained by NPBCID unless the COMMUNITY ASSOCIATION contracts with NPBCID to maintain some or all of same. If and to the extent applicable, the secondary components of the Unit No. 5 surface water management system within each PARCEL shall be maintained by any PARCEL ASSOCIATION, but if a PARCEL ASSOCIATION does not properly maintain its secondary components of the surface water management system, then the COMMUNITY ASSOCIATION shall correct the maintenance problem and will directly assess the OWNERS within the PARCEL.

In the event the COMMUNITY ASSOCIATION contracts with NPBCID to do the maintenance of any portion of the primary components of the Unit No. 5 surface water management system, then the COMMUNITY ASSOCIATION: (a) shall apply for and obtain such permits and licenses as may be required by the South Florida Water Management District, (b) at the COMMUNITY ASSOCIATION'S

expense, provide DECLARANT, SFWMD and NPBCID with any and all plans and specifications, surveys, descriptive maps, and other documentation required for the maintenance of the Unit No. 5 surface water management system components as contemplated by this Section and shall give and grant to DECLARANT, Palm Beach County, SFWMD and NPBCID, any and all easements or property rights required to effect the Unit No. 5 surface water management system, shall cause all physical earth moving, landscaping, sloping, grading and other work required to be done on the SUBJECT PROPERTY in connection with the maintenance of the surface water management system to be done at the cost and expense of the COMMUNITY ASSOCIATION unless such obligation is assumed by any PARCEL ASSOCIATION. If apportionment of such work between the COMMUNITY ASSOCIATION and the PARCEL ASSOCIATION is required but cannot be agreed to by the parties involved, such apportionment shall be determined by arbitration as defined in the Florida Arbitration Code (Florida Statute 1993, Chapter 682) and this portion of this sub-Section shall be deemed an arbitration agreement as defined in Florida Statute 682.02. The COMMUNITY ASSOCIATION shall have no authority to reconfigure or modify any portion or aspect of the primary or secondary Unit No. 5 surface water management system titled in or dedicated to NPBCID until a written permit and consent is issued by NPBCID.

13.5. No Easements over NPBCID land. No easement upon, over, under or across any water body, drainage system or tract of land dedicated to, owned by, or subject to an easement in favor of NPBCID shall be granted, rather the party desiring such uses or rights shall be required to apply for and obtain a permit from NPBCID for same.

13.6. NPBCID land not subject to ASSESSMENTS. Notwithstanding anything to the contrary contained in this DECLARATION, NPBCID and all of NPBCID's interest in real property or facilities within the SUBJECT PROPERTY shall be exempt from all of the provisions of this DECLARATION, and all annual assessments, special assessments, extraordinary special assessments and fines that may be levied by the COMMUNITY ASSOCIATION or any PARCEL ASSOCIATION. The COMMUNITY ASSOCIATION and PARCEL ASSOCIATIONS are prohibited from filing or attempting to execute upon any claim of lien as to the property or facility interests owned by NPBCID within the SUBJECT PROPERTY, and any such lien or recording of same in the public records shall be deemed null and void ab initio.

13.7. NPBCID Lakes, ponds, canals, retention areas and water bodies. No swimming, operation of any boats or other recreations uses shall be permitted in or on any of the lakes, ponds, retention areas, canals or other water bodies which are dedicated or deeded to NPBCID or over which NPBCID has an easement, unless a permit has been obtained from NPBCID. No removal of water, discharge of any materials, removal or interference with aquatic vegetation or alteration of banks or shoreline of any lake, pond, canal, or retention are dedicated or deeded to NPBCID or to which NPBCID has an easement is allowed, unless a permit authorizing same has been obtained from NPBCID. Further, all residents and OWNERS need to be aware that lake and canal water levels within the SUBJECT PROPERTY are subject to fluctuation based on, among other things, the amount of rainfall occurring over time and any well water withdrawals.

13.8. NPBCID Approval Rights to Amendments. No amendment of this DECLARATION which would affect NPBCID's obligations, property interests, facilities or improvements located within the SUBJECT PROPERTY shall be effective unless agreed to in writing by NPBCID.

13.9. NPBCID Phone Number and Address. As of the date of the recording of this DECLARATION, the phone number and address for NPBCID is: (561) 624-7830; 357 Hiatt Drive, Palm Beach Gardens, Florida 33418-7106

14. SPECIAL PROVISIONS REGARDING SECTIONS 3A AND 3B. The following provisions of this paragraph shall apply with respect to the PARCELS designated as SECTION 3A and SECTION 3B of the Plat of Renaissance (the "RENAISSANCE PLAT"), as recorded in the Public Records of Palm Beach County, Florida, which PARCELS are within the SUBJECT PROPERTY, and shall control over any conflicting provision of this DECLARATION, or the ARTICLES or BYLAWS: County, Florida.

14.1. The OWNERS and residents of any portion of SECTION 3A and SECTION 3B shall not have the right to use TRACT "R-3" or TRACT "R-4" of the RENAISSANCE PLAT, or any improvements located thereon, and shall not have the right to use any roads within TRACT "R" of the RENAISSANCE PLAT.

14.2. In determining the ASSESSMENTS payable by the OWNERS of SECTION 3A and SECTION 3B, any expenses relating to TRACT "R-3", TRACT "R-4", or TRACT "R" of the RENAISSANCE PLAT, or any IMPROVEMENTS located therein, shall be excluded. Furthermore, the OWNERS of SECTIONS 3A and 3B shall not have the right to vote on matters relating to TRACT "R-3", TRACT "R-4", AND TRACT "R".

15. SPECIAL PROVISIONS REGARDING SECTION 9. Notwithstanding anything contained herein or in the ARTICLES or BYLAWS to the contrary, it is acknowledged that the property described in Exhibit "A" as SECTION 9 has been made a part of the SUBJECT PROPERTY solely due to the fact that said property is part of the South Florida Water Management Permit for the SUBJECT PROPERTY. SECTION 9 shall only be subject to the provisions of this DECLARATION specifically relating to the surface water management, drainage and storage system for the SUBJECT PROPERTY, and the South Florida Water Management District. In particular SECTION 9 shall not be subject to ASSESSMENTS, and the OWNER'S of SECTION 9 shall not be members of the COMMUNITY ASSOCIATION.

16. MISCELLANEOUS.

16.1. DECLARANT Easement for Utilities. DECLARANT reserves and shall have a perpetual non-exclusive easement over, upon and under all platted road right-of ways, all platted utility easements, and all paved roads (whether or not platted), within the SUBJECT PROPERTY and any COMMON AREAS, for the purpose of installing, maintaining, and providing cable television, security, computer, telephone, electric, and any other communication or utility services for the UNITS within the SUBJECT PROPERTY. DECLARANT further reserves the right to provide any or all of the foregoing services to the UNITS within the SUBJECT PROPERTY, and may enter into contracts with the COMMUNITY ASSOCIATION to provide such services, provided the charges for any such services provided by DECLARANT or any assignee of DECLARANT shall be comparable to the rates charged by other companies on an individual basis.

16.2. Damage or Destruction. In the event any existing UNITS are damaged or destroyed, such damaged or destroyed UNITS shall continue to be deemed UNITS for purposes of assessments, voting and use rights, unless and until all the PROPERTY owned in conjunction with the UNITS is developed with a different number of UNITS than existed prior to such damage or destruction, and the COMMUNITY ASSOCIATION is so notified in writing. Thereafter, the number of UNITS assigned to such PROPERTY will be changed to equal the number of UNITS then existing within such PROPERTY. Notwithstanding the foregoing, in the event any PROPERTY is submitted to the condominium form of ownership, such PROPERTY shall be deemed to contain the number of UNITS provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of UNITS within the condominium, and a copy of the amended declaration of condominium is delivered to the COMMUNITY ASSOCIATION.

16.3. Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

16.4. PARCEL ASSOCIATION. Nothing contained herein shall be deemed to restrict or limit the right of DECLARANT, any PARCEL DEVELOPER, or any other OWNER of all or any portion of the SUBJECT PROPERTY to declare additional restrictions with respect to such PROPERTY, or to create any PARCEL ASSOCIATION to enforce such additional restrictions and assess the OWNERS subject to such additional restrictions for any purpose.

16.5. Authority of COMMUNITY ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

16.6. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

16.7. Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

16.8. Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

16.9. Performance of COMMUNITY ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the COMMUNITY ASSOCIATION, and in connection therewith to reduce the budget of the COMMUNITY ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNERS, provided however that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

16.10. Property Owned by DECLARANT. For purposes of this DECLARATION, any property owned and any mortgage held by any subsidiary of DECLARANT, or the parent corporation of DECLARANT, or any subsidiary of such parent, shall be deemed owned or held by DECLARANT.

16.11. Exempt Property. Notwithstanding anything to the contrary contained in this DECLARATION, any portion of the SUBJECT PROPERTY which is owned by any governmental or quasi-governmental authority, utility company, community development district or special taxing district, and

which does not contain a UNIT, shall be exempt from all of the provisions of this DECLARATION, and all annual assessments, special assessments, extraordinary special assessments and fines that may be levied by the COMMUNITY ASSOCIATION or any PARCEL ASSOCIATION. The COMMUNITY ASSOCIATION and PARCEL ASSOCIATIONS are prohibited from filing or attempting to execute upon any claim of lien as to the property or facility interests owned by the community development district or special taxing district, as applicable, within the SUBJECT PROPERTY, and any such lien or recording of same in the public records shall be deemed null and void ab initio.

16.12. Inapplicability of Condominium Act. It is acknowledged that the COMMUNITY ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

16.13. Actions Against DECLARANT. In the event the COMMUNITY ASSOCIATION or any OWNER desires to make any claim against DECLARANT, whether for money damages or otherwise, the COMMUNITY ASSOCIATION or the OWNER, as the case may be, shall give DECLARANT written notice of such claim, which notice shall state the nature of the claim, the amount of the claim, and shall request DECLARANT to elect to arbitrate such claim pursuant to such paragraph. DECLARANT shall have the right to require such claim to be submitted to binding arbitration in accordance with the rules of the American Arbitration Association then obtaining by written notice delivered to the COMMUNITY ASSOCIATION or the OWNER, as applicable, within 30 days after receipt of the foregoing notice, and if DECLARANT so elects, then such claim must be submitted to binding arbitration by the COMMUNITY ASSOCIATION or the OWNER. The result of such arbitration shall be specifically enforceable under the laws of the State of Florida. Any award or decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable laws of the State of Florida. In any event, the COMMUNITY ASSOCIATION shall not commence any arbitration or legal proceedings on its behalf or on behalf of the OWNERS against DECLARANT, or spend any funds in connection with any such proceedings, without a 75% vote of all the OWNERS. In connection with the foregoing, no PARCEL ASSOCIATION shall consent to the foregoing actions unless such consent is approved by 75% of the votes of all the members of the PARCEL ASSOCIATION obtained at a special meeting of the PARCEL ASSOCIATION called expressly for the purpose of approving such action. In no event may reserve funds be used to pay any attorney's fees of the COMMUNITY ASSOCIATION without the consent of 90% of the OWNERS.

16.14. Sale and Development Easement. As long as DECLARANT or any PARCEL DEVELOPER owns any PROPERTY, DECLARANT or such PARCEL DEVELOPER reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale, leasing, and promotion of the SUBJECT PROPERTY, or any portion thereof, or any other property, by DECLARANT or any PARCEL DEVELOPER.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 12th day of September, 2001.

WITNESSES:

[Signature]
(1) Witness Signature
Jana Matteson
Type/Print Witness Name

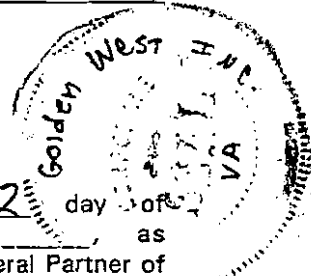
[Signature]
(2) Witness Signature
Jean A. Norton
Type/Print Witness Name

Commonwealth
~~X~~ STATE OF Virginia)
CITY) ss:
~~X~~ COUNTY OF Virginia Beach)

GOLDEN WEST LIMITED PARTNERSHIP, a Virginia limited partnership

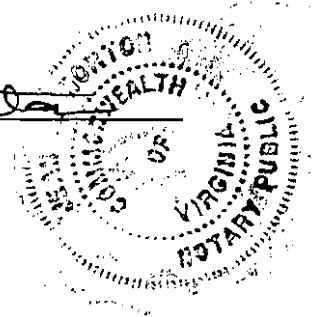
By: Golden West, Inc., a Virginia corporation, General Partner

By: [Signature]
Nathan D. Benson, Vice President
(Type/Print Name and Title)



The foregoing instrument was acknowledged before me this 12th day of September, 2001, by Nathan D. Benson as Vice President of Golden West, Inc., a Virginia corporation, as General Partner of GOLDEN WEST LIMITED PARTNERSHIP, a Virginia limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC



My Commission Expires:
My Commission Expires November 30, 2004

NOT a certified copy

JOINDER

The undersigned, being the owner of Section 9, as described in Exhibit "A" of the MASTER DECLARATION FOR BRIAR BAY to which this joinder is attached, hereby joins in and consents to the declaration for the purpose of submitting said Section 9 to the declaration.

WITNESSES:

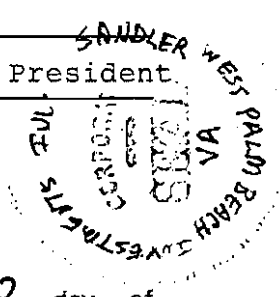
(1) *Nora Mathison*
 Witness Signature
Nora Mathison
 Type/Print Witness Name

(2) *Jana Norton*
 Witness Signature
Jana Norton
 Type/Print Witness Name

Sandler West Palm Beach Investment Limited Partnership, a Virginia Limited Partnership

By: Sandler West Palm Beach Investment, Inc., a Virginia corporation

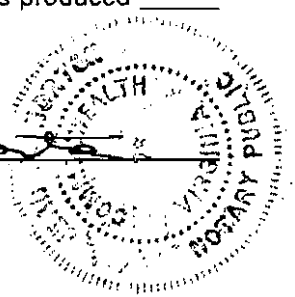
By: *Nathan D. Benson*
 Nathan D. Benson, Vice President
 (Type/Print Name and Title)



Commonwealth
~~STATE OF~~ Virginia
 City
~~COUNTY OF~~ Virginia Beach ss:

The foregoing instrument was acknowledged before me this 12 day of September 2001, by Nathan D. Benson, as Vice President of Sandler West Palm Beach Investment, Inc., a Virginia corporation, as General Partner of Sandler West Palm Beach Investment Limited Partnership, a Virginia limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

Jana Norton
 NOTARY PUBLIC



My Commission Expires:
 My Commission Expires November 30, 2004

Certified Copy
 10/10/01

JOINDER OF COMMUNITY ASSOCIATION

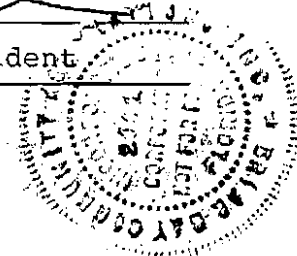
The COMMUNITY ASSOCIATION hereby agrees to and joins in this DECLARATION, hereby accepts all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this DECLARATION and the exhibits attached hereto.

WITNESSES:

Jean A. Norton
Print Name: Jean A. Norton
Stena Matteson
Print Name: Stena Matteson

BRIARBAY COMMUNITY ASSOCIATION, INC.,
a Florida corporation not-for-profit

By Alan S. Resh
Alan S. Resh, President
(Type/Print Name and Title)



Commonwealth of Virginia)
~~STATE OF FLORIDA~~)
CITY of Virginia Beach) ss:
~~COUNTY OF~~

The foregoing instrument was acknowledged before me this 12th day of September, 2001, by Alan S. Resh, as President of BRIAR BAY COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me or has produced NA as identification.

Debra A. Detry
NOTARY PUBLIC
State of Florida at Large
~~Florida~~ Virginia

My Commission Expires: 8/3/02



Not a Certified Copy

JOINDER OF MORTGAGEE

The undersigned, being the holder of one or more mortgages encumbering the property subject to the Master Declaration for Briar Bay, to which this Consent is attached, hereby consents to the Master Declaration and agrees the mortgage of the undersigned is subject to the Master Declaration.

WITNESSES:

[Signature]
Print Name: FEDORA GOMEZ
[Signature]
Print Name: Alicia von Schirach

Mellon United National Bank, a national banking association

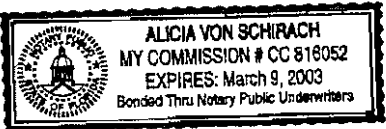
By: [Signature]
JAMES M. DOCKERTY, E.V.P.
(Type/Print Name and Title)

STATE OF FLORIDA)
COUNTY OF DADE) ss:

The foregoing instrument was acknowledged before me this 11 day of September, 2001, by JAMES M. DOCKERTY, as EVP of Mellon United National Bank, a national banking association. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



Not a Certified Copy

EXHIBIT "A" TO MASTER DECLARATION

FOR

BRIAR BAY

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of the Plat of "THE RENAISSANCE", according to the Plat thereof recorded in Plat Book 90, at Page 162, of the Public Records of Palm Beach County, Florida, LESS AND EXCEPT the Civic Tract, Tract "E", and any Tract dedicated on said plat to the Hamal Community Development District.

TOGETHER WITH THE FOLLOWING PROPERTY REFERRED TO IN THE MASTER DECLARATION AS "SECTION 9"

All of the MULTI-FAMILY PLAT, according to the Plat thereof recorded in Plat Book 88, at Page 9, of the Public Records of Palm Beach County, Florida.

This is not a certified copy

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BRIAR BAY COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on May 9, 2001, as shown by the records of this office.

The document number of this corporation is N01000003276.

This is not a certified copy

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Tenth day of May, 2001



CR2EO22 (1-99)

EXHIBIT "B"

Katherine Harris
Katherine Harris
Secretary of State

01 MAY -9 AM 9:28

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

BRIAR BAY COMMUNITY ASSOCIATION, INC.

PREAMBLE:

GOLDEN WEST LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter referred to as "DECLARANT", owns certain property in Palm Beach County, Florida. DECLARANT intends to record a Master Declaration for Briar Bay (the "DECLARATION") which will affect the property. This Association is being formed to administer the DECLARATION and to perform, among other things, the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Palm Beach County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles, and to the Bylaws of the COMMUNITY ASSOCIATION. Until such time as the DECLARATION is so recorded, the incorporator shall be the member of the COMMUNITY ASSOCIATION.

ARTICLE 1 - NAME AND ADDRESS:

The name of the corporation is: BRIAR BAY COMMUNITY ASSOCIATION, INC. (hereinafter referred to as the "COMMUNITY ASSOCIATION"). The initial address of the principal office of the COMMUNITY ASSOCIATION and the initial mailing address of the COMMUNITY ASSOCIATION is 448 Viking Drive, Suite 225, Virginia Beach, Va 23452.

ARTICLE 2 - PURPOSE

The purposes for which the COMMUNITY ASSOCIATION is organized are as follows:

- 2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
- 2.2 To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.
- 2.3 To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the COMMUNITY ASSOCIATION, and accepted by the BOARD.
- 2.4 To promote the health, safety, welfare, comfort and social and economic welfare of the members and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.

ARTICLE 3 - POWERS

The COMMUNITY ASSOCIATION shall have the following powers:

- 3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these ARTICLES.

3.2 All of the powers, express or implied, granted to the COMMUNITY ASSOCIATION by the DECLARATION or which are reasonably necessary in order for the COMMUNITY ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION.

3.3 To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

3.4 To make and collect ASSESSMENTS and PARCEL ASSESSMENTS against the members to defray the costs, expenses, reserves and losses incurred or to be incurred by the COMMUNITY ASSOCIATION and to use the proceeds thereof in the exercise of the COMMUNITY ASSOCIATION's powers and duties.

3.5 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6 To purchase insurance for the protection of the COMMUNITY ASSOCIATION, its officers, directors, the members, and such other parties as the COMMUNITY ASSOCIATION may determine to be in the best interests of the COMMUNITY ASSOCIATION.

3.7 To operate, maintain, repair, and improve all COMMON AREAS and PARCEL AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

3.8 To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

3.9 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

3.10 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the COMMUNITY ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

3.11 To operate and maintain the surface water management, drainage, and storage system for the SUBJECT PROPERTY as permitted by any controlling governmental authority, including all lakes, retention areas, culverts, and related appurtenances.

3.12 To sue and be sued.

ARTICLE 4 - MEMBERS

4.1 MEMBERS.

4.1.1 OWNERS. Each OWNER shall be a member of the COMMUNITY ASSOCIATION, except as otherwise provided in the DECLARATION. Such memberships shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located.

4.1.2 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a member unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a member only with respect to the PROPERTY owned in conjunction with such UNIT(s).

4.1.3 ~~DECLARANT AND PARCEL DEVELOPERS.~~ DECLARANT and each PARCEL DEVELOPER shall be a member of the COMMUNITY ASSOCIATION so long as they own any PROPERTY.

4.2 ~~Transfer of Membership.~~ In the case of an OWNER, transfer of membership in the COMMUNITY ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinabove provided, the OWNER designated by such instrument of conveyance thereby becoming a member, and the prior OWNER's membership thereby being terminated. In the event of death of an OWNER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the COMMUNITY ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the COMMUNITY ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the PROPERTY, and it shall be the responsibility and obligation of the former and new OWNER of the PROPERTY to provide such true copy of said instrument to the COMMUNITY ASSOCIATION.

4.3 The share of an OWNER in the funds and assets of the COMMUNITY ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the PROPERTY associated with the membership of the OWNER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such PROPERTY.

4.4 ~~Voting Rights.~~ The total number of OWNERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

4.4.1 Each OWNER shall have the number of votes equal to the number of UNITS and PLANNED UNITS within the PROPERTY associated with the membership of such OWNER at the time of such vote.

4.4.2 Notwithstanding the foregoing, DECLARANT shall have three votes for each UNIT and each PLANNED UNIT contained with the PROPERTY owned by DECLARANT.

4.5 The BYLAWS shall provide for an annual meeting of the members of the COMMUNITY ASSOCIATION and may make provision for special meetings of the members.

BOOK 13056 PAGE 0060

5.2 Election of Directors.

5.2.1 DECLARANT shall have the right to appoint all of the directors of the COMMUNITY ASSOCIATION so long as DECLARANT owns any LOT or any PROPERTY which is planned to contain a UNIT or any property that may be added to the SUBJECT PROPERTY, or until DECLARANT waives its right to appoint the directors by written notice to the COMMUNITY ASSOCIATION.

5.2.2 At such time as DECLARANT no longer has the right to appoint the directors, the PARCEL DEVELOPERS shall have the right to appoint all of the directors. If there are two or more PARCEL DEVELOPERS, unless otherwise agreed between them each such PARCEL DEVELOPER shall have the right to appoint one director, and if there are only two or an even number of PARCEL DEVELOPERS, the PARCEL DEVELOPER with the largest number of LOTS shall have the right to appoint one additional director. Any PARCEL DEVELOPER may waive its right to appoint a director by written notice to the COMMUNITY ASSOCIATION.

5.2.3 At such time as DECLARANT and the PARCEL DEVELOPERS no longer have the right to appoint the directors, the directors shall be elected by the members. Notwithstanding anything contained herein to the contrary, members other than DECLARANT shall at all times have the right to elect any or all of the directors as may be provided by applicable law. Furthermore, DECLARANT and the PARCEL DEVELOPERS shall have the right to vote as members for the election of directors, subject to applicable law.

5.3 All of the duties and powers of the COMMUNITY ASSOCIATION existing under Chapter 617 of the Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

5.4 Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however, any director appointed by DECLARANT or a PARCEL DEVELOPER may only be removed by DECLARANT or the PARCEL DEVELOPER so long as DECLARANT or the PARCEL DEVELOPER has the right to appoint the director, and any vacancy on the BOARD shall be appointed by DECLARANT or a PARCEL DEVELOPER if, at the time such vacancy is to be filled, the number of remaining directors appointed by DECLARANT or the PARCEL DEVELOPER is less than the maximum number of directors which may, at that time, be appointed by DECLARANT or the PARCEL DEVELOPER as set forth above.

ARTICLE 6 - OFFICERS

The officers of the COMMUNITY ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

ARTICLE 7 - INDEMNIFICATION

7.1 The COMMUNITY ASSOCIATION shall indemnify any PERSON who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the COMMUNITY ASSOCIATION, or a member of any

committee thereof, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the COMMUNITY ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the PERSON did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the COMMUNITY ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

7.2 To the extent that a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or a member of any committee thereof, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the COMMUNITY ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, agent, or committee member is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by a majority vote of the members.

7.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMMUNITY ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMMUNITY ASSOCIATION as authorized in this Article.

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

7.6 The COMMUNITY ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a director, officer, employee or agent of the COMMUNITY ASSOCIATION, or a member of any committee thereof, or is or was serving at the request of the COMMUNITY ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and

incurred by him in any such capacity, as arising out of his status as such, whether or not the COMMUNITY ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 8 - BYLAWS

The first BYLAWS shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the BYLAWS.

ARTICLE 9 - AMENDMENTS

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

9.1 A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

9.2 Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the COMMUNITY ASSOCIATION.

9.4 Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

9.5 In addition to the above, so long as DECLARANT appoints a majority of the directors of the COMMUNITY ASSOCIATION, DECLARANT shall be entitled to unilaterally amend these ARTICLES and the BYLAWS. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

9.6 Upon the approval of an amendment to these ARTICLES, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE 10 - TERM

The COMMUNITY ASSOCIATION shall have perpetual existence.

ARTICLE 11 - INCORPORATOR

The name and street address of the incorporator is: Eric A. Simon, 2825 University Drive, Suite 300, Coral Springs, Florida 33065.

**ARTICLE 12 - INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT**

The initial registered office of the COMMUNITY ASSOCIATION shall be at 2825 University Drive, Suite 300, Coral Springs, Florida 33065. The initial registered agent of the COMMUNITY ASSOCIATION at that address is Eric A. Simon.

ARTICLE 13 - DISSOLUTION

The COMMUNITY ASSOCIATION may be dissolved as provided by law, provided that any such dissolution shall require the affirmative vote of 80% of all of the members. In the event of dissolution or final liquidation of the COMMUNITY ASSOCIATION, the assets, both real and personal of the COMMUNITY ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the COMMUNITY ASSOCIATION. No such disposition of COMMUNITY ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION.

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these ARTICLES. By executing these ARTICLES, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.

WITNESSES:

Jennifer M. Toyota
Debra Passmore

Eric A. Simon
Eric A. Simon, as Incorporator
Registered Agent

01 MAY - 9 PM 9: 29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

STATE OF FLORIDA

SS:

COUNTY OF *PALM BEACH*

The foregoing instrument was acknowledged before me this *12th* day of *May*, 200*1*, by Eric A. Simon, as Incorporator and as Registered Agent. He/she is personally known to me or has produced *N/A* as identification.

NOT A PUBLIC
State of Florida at Large

Jennifer Marcus-Toyota
Commission # CG 849185
Expires July 17, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

BYLAWS
OF
BRIAR BAY COMMUNITY ASSOCIATION, INC.,
a Florida corporation not-for-profit

1. GENERAL.

1.1. Identity. These are the BYLAWS OF BRIAR BAY COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "COMMUNITY ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The COMMUNITY ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BYLAWS, the Articles of Incorporation, the Master Declaration for Briar Bay (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2. Principal Office. The principal office of the COMMUNITY ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3. Fiscal Year. The fiscal year of the COMMUNITY ASSOCIATION shall be the calendar year.

1.4. Seal. The seal of the COMMUNITY ASSOCIATION shall have inscribed upon it the name of the COMMUNITY ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the COMMUNITY ASSOCIATION.

1.5. Inspection of Books and Records. The records of the COMMUNITY ASSOCIATION shall be open to inspection by the members, and all holders, insurers, or guarantors of any first mortgage encumbering any PROPERTY, upon request, during normal business hours or under other reasonable circumstances. Such records of the COMMUNITY ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS, any Rules and Regulations of the COMMUNITY ASSOCIATION, and any amendments thereto, any contracts entered into by the COMMUNITY ASSOCIATION, and the books, records and financial statements of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall be required to make available to prospective purchasers of any PROPERTY or UNIT current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the COMMUNITY ASSOCIATION.

1.6. Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the DECLARATION and the ARTICLES.

2. MEMBERSHIP IN GENERAL.

2.1. Qualification. The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.2. Changes in Members. Change of membership in the COMMUNITY ASSOCIATION shall be as provided in the ARTICLES.

2.3. Member Register. The secretary of the COMMUNITY ASSOCIATION shall maintain a register in the office of the COMMUNITY ASSOCIATION showing the names and addresses of the

MASTER BYLAWS-1

EXHIBIT "C"

members. Upon request from the COMMUNITY ASSOCIATION, each PARCEL ASSOCIATION shall supply the COMMUNITY ASSOCIATION with a current list of the names and addresses of the OWNERS of UNITS or PROPERTY subject to the jurisdiction of the PARCEL ASSOCIATION. Each member shall at all times advise the secretary of any change of address of the member, of any change of ownership of the member's UNIT(S) or PROPERTY, and of any change in the UNITS and PLANNED UNITS within the member's PROPERTY. The COMMUNITY ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any PROPERTY may register by notifying the COMMUNITY ASSOCIATION in writing of its mortgage. In the event the COMMUNITY ASSOCIATION files a claim of lien which affects any PROPERTY encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

3. MEMBERSHIP VOTING.

3.1. Voting Rights. Voting shall be as provided in the DECLARATION and the ARTICLES.

3.2. Majority Vote and Quorum Requirements. The acts approved by a majority of the votes cast in person or by proxy at a meeting of the members at which a quorum is present shall be binding upon all members for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BYLAWS. Unless otherwise so provided or required by law, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast 25% of the votes of the entire membership at the time of such vote shall constitute a quorum, except that if any matter to be voted upon at any meeting of the members cannot be voted upon due to a lack of a quorum at such meeting, then at the next adjourned meeting where the matter is to be considered the quorum requirement for such matter shall be reduced to 10% of the votes of the membership, provided the notice of the adjourned meeting states the quorum requirement will be reduced.

3.3. Determination as to Voting Rights. If the PROPERTY associated with the membership of any member is owned by more than one PERSON, or by a corporation, partnership, trust, or other entity, the votes of the member may be cast at any meeting by any co-member, as hereafter defined, but if when the vote is to be cast, a dispute arises between the co-members as to how the vote will be cast, they shall lose the right to cast the votes of the member on the matter being voted upon, but their votes shall continue to be counted for purposes of determining the existence of a quorum. For purposes of this Paragraph, the partners, trustees, or other principals of any entity other than a corporation shall be deemed co-members, and the directors and officers of a corporation shall be deemed co-members.

3.4. Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person to act on the member's behalf by a proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Any such proxy shall be delivered to the Secretary of the COMMUNITY ASSOCIATION, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is effective only for the specific meeting for which originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4. MEMBERSHIP MEETINGS.

4.1. Who May Attend. Any member or co-member, as described in Paragraph 3.3, may attend any meeting of the members. However, the votes of any member shall be cast in accordance with the provisions of Paragraph 3 above. Any PERSON not expressly authorized to attend a meeting of the members, as set forth above, may be excluded from any meeting of the members by the presiding officer of the meeting. INSTITUTIONAL LENDERS have the right to attend all meetings of the members.

4.2. Place. All meetings of the members shall be held at the principal office of the COMMUNITY ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3. Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the member at the member's address as it appears on the records of the COMMUNITY ASSOCIATION, unless such member shall have filed a written request with the Secretary of the COMMUNITY ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, only one notice shall be required to be given with respect to any membership, which may be sent to any one co-member as defined in Paragraph 3.3 of these BYLAWS. Notwithstanding anything contained herein to the contrary, as to completed UNITS, any notice to a member owning a completed UNIT may be sent to the mailing address of the UNIT without naming the member, unless the member notifies the COMMUNITY ASSOCIATION that notices to the member are to be sent to another address.

4.4. Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held in the first calendar quarter of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of the first calendar quarter of any year, then within thirty (30) days after the written request of any member, or any Officer or director of the COMMUNITY ASSOCIATION, the Secretary shall call an annual meeting. During the period when DECLARANT appoints a majority of the directors, no annual meetings will be required.

4.6. Special Meetings. Special meetings of the members may be requested at any time by written notice to the Secretary by any director, the President, or by written petition signed by at least 25 member(s), or as otherwise provided by law. Such request shall state the purpose of the proposed

meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the COMMUNITY ASSOCIATION, to all of the members within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

4.7. Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no member entitled to vote is present at a meeting, then any officer of the COMMUNITY ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.8. Organization. At each meeting of the members, the President, the Vice President, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.9. Order of Business. The order of business at the annual meetings of the members shall be:

- 4.9.1. Determination of chairman of the meeting;
- 4.9.2. Calling of the roll and certifying of proxies;
- 4.9.3. Proof of notice of meeting or waiver of notice;
- 4.9.4. Reading and disposal of any unapproved minutes;
- 4.9.5. Election of inspectors of election;
- 4.9.6. Election of directors;
- 4.9.7. Reports of directors, officers or committees;
- 4.9.8. Unfinished business;
- 4.9.9. New business; and
- 4.9.10. Adjournment

4.10. Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the members of the BOARD, at any reasonable time. The COMMUNITY ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

4.11. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having

not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. The consent for any member need only be signed by one co-member as defined in Paragraph 3.3 of these BYLAWS.

5. BOARD

5.1. Number of Directors. The affairs of the COMMUNITY ASSOCIATION shall be managed by a BOARD comprised of not less than three directors. Directors do not have to be members of the COMMUNITY ASSOCIATION. So long as DECLARANT is entitled to appoint directors pursuant to the ARTICLES or in accordance with applicable law, the number of directors will be determined, and may be changed from time to time, by DECLARANT by written notice to the BOARD. Thereafter, so long as the PARCEL DEVELOPERS are entitled to appoint directors pursuant to the ARTICLES or in accordance with applicable law, the number of directors will be equal to the number of PARCEL DEVELOPERS, plus one if there are an even number of PARCEL DEVELOPERS, but in any event not less than three. Thereafter the number of directors shall be determined by the members and may be changed at any meeting where the members are to elect any directors.

5.2. Election of Directors by Members. Election of directors to be elected by the members other than DECLARANT shall be conducted in the following manner:

5.2.1. At any time when members other than DECLARANT or the PARCEL DEVELOPERS are to first elect any directors, a special meeting of the members may be called to elect such directors. In the absence of such a meeting, the directors appointed by DECLARANT or the PARCEL DEVELOPERS may continue to serve until the next annual meeting of the members. In the event such a special meeting is called and held, and directors are elected by the members, at such special meeting the members may elect to not hold the next annual meeting of the members if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

5.2.2. Except as provided above, the members shall elect directors at the annual members' meetings, unless a special meeting of the members is called in order to fill a vacancy on the BOARD.

5.2.3. Nominating Committee. Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4. All directors elected by the members other than DECLARANT and the PARCEL DEVELOPERS shall be elected "at large". The election of any such director(s) shall be by ballot that the members cast, in person or by proxy, and by a plurality of the votes cast. There will be no quorum requirements at a meeting to elect such directors.

5.2.5. NOTWITHSTANDING THE FOREGOING, THE ELECTION OF DIRECTORS BY THE MEMBERS SHALL BE DONE IN CONFORMANCE WITH ANY APPLICABLE MANDATORY STATUTORY REQUIREMENTS HEREAFTER ADOPTED, AS SAME MAY BE AMENDED FROM TIME TO TIME, AND SAME SHALL CONTROL OVER ANY CONFLICTING PROVISIONS OF THESE BYLAWS.

5.3. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.4. Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors. The BOARD shall notify all members as to scheduled dates of the BOARD's regular meetings, but will not be required to send notices of each meeting to the members. The BOARD shall place notices of regular meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any regular meeting, except in the case of an emergency.

5.5. Special Meetings. Special meetings of the BOARD may be called by any director, or by the President, at any time. The BOARD shall place notices of special meetings at conspicuous places on the SUBJECT PROPERTY, including all guardhouses, as reasonably determined by the BOARD at least 48 hours before any special meeting, except in the case of an emergency.

5.6. Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a director or states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.7. Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all members and INSTITUTIONAL LENDERS. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and any members present as in an open meeting.

5.8. Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES or by these BYLAWS.

5.9. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.10. Presiding Officer. The presiding officer of the directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the COMMUNITY

ASSOCIATION shall preside if the President is a director. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11. Order of Business. The order of business at a directors' meeting shall be:

- 5.11.1. Calling of roll;
- 5.11.2. Proof of due notice of meeting;
- 5.11.3. Reading and disposal of any unapproved minutes;
- 5.11.4. Reports of officers and committees;
- 5.11.5. Election of officers (at the meeting after the annual members meeting or where required to replace any officer);
- 5.11.6. Unfinished business;
- 5.11.7. New business, and
- 5.11.8. Adjournment.

5.12. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members, or their authorized representatives, and the directors at any reasonable time.

5.13. Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14. Resignation. Any director of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15. Directors Appointed by DECLARANT and by the PARCEL DEVELOPERS. Notwithstanding anything contained herein to the contrary, DECLARANT and the PARCEL DEVELOPERS shall have the right to appoint the maximum number of directors in accordance with the privileges granted by the ARTICLES and these BYLAWS. All directors appointed by DECLARANT and the PARCEL DEVELOPERS shall serve at their pleasure. DECLARANT and the PARCEL DEVELOPERS shall have the absolute right, at any time, and in their sole discretion, to remove any director appointed by them, and to replace such director with another person to serve on the BOARD. DECLARANT or any PARCEL DEVELOPER may waive its right to appoint one or more directors which it has the right to appoint at any time upon written notice to the COMMUNITY ASSOCIATION.

5.16. Compensation. The directors shall not be entitled to any compensation for serving as directors unless the members approve such compensation, provided however the COMMUNITY

ASSOCIATION may reimburse any director for expenses incurred on behalf of the COMMUNITY ASSOCIATION without approval by the members.

5.17. Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the COMMUNITY ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:

5.17.1. The operation, care, upkeep and maintenance of the COMMON AREAS, PARCEL AREAS, and any other portion of the SUBJECT PROPERTY determined to be maintained by the BOARD.

5.17.2. The determination of the expenses required for the operation of the COMMUNITY ASSOCIATION.

5.17.3. The collection of ASSESSMENTS for COMMON EXPENSES, and PARCEL ASSESSMENTS for PARCEL EXPENSES, from the members.

5.17.4. The employment and dismissal of personnel.

5.17.5. The adoption and amendment of rules and regulations covering the details of the operation and use of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.6. Maintaining bank accounts on behalf of the COMMUNITY ASSOCIATION and designating signatories required therefor.

5.17.7. Obtaining and reviewing insurance for PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.8. The making of repairs, additions and improvements to, or alterations of, PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION.

5.17.9. Borrowing money on behalf of the COMMUNITY ASSOCIATION; provided, however, that (i) a 2/3 vote of the members present in person or by proxy, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of \$25,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any PROPERTY without the consent of the OWNER of such PROPERTY.

5.17.10. Contracting for the management and maintenance of PROPERTY owned and/or maintained by the COMMUNITY ASSOCIATION authorizing a management agent or company to assist the COMMUNITY ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON AREAS with funds as shall be made available by the COMMUNITY ASSOCIATION for such purposes. The COMMUNITY ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all COMMUNITY ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the COMMUNITY ASSOCIATION.

5.17.11. Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BYLAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.17.12. Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any PROPERTY in the event the respective PARCEL ASSOCIATION or OWNER fails to do so.

5.17.13. Collecting delinquent ASSESSMENTS or PARCEL ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the OWNERS for violations of these BYLAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the COMMUNITY ASSOCIATION.

5.17.14. Acquiring and entering into agreements whereby the COMMUNITY ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the COMMUNITY ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the members and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the COMMUNITY ASSOCIATION, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6. OFFICERS.

6.1. Members and Qualifications. The officers of the COMMUNITY ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the directors of the COMMUNITY ASSOCIATION and may be pre-emptively removed from office with or without cause by vote of the directors at any meeting by concurrence of a majority of the directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the COMMUNITY ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS. Officers do not have to be members of the COMMUNITY ASSOCIATION.

6.2. Resignations. Any officer of the COMMUNITY ASSOCIATION may resign at any time by giving written notice of his resignation to any director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3. Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.4. The President. The President shall be the chief executive officer of the COMMUNITY ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the COMMUNITY ASSOCIATION.

6.5. The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.6. The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the COMMUNITY ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the COMMUNITY ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the BOARD or the President.

6.7. The Treasurer. The Treasurer shall have custody of all property of the COMMUNITY ASSOCIATION including funds, securities, and evidences of indebtedness. He shall keep books of account for the COMMUNITY ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report promptly to the BOARD the status of collections.

6.8. Compensation. The officers of the COMMUNITY ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the COMMUNITY ASSOCIATION and compensating such employee, nor shall they preclude the COMMUNITY ASSOCIATION from contracting with a director for the management of PROPERTY subject to the jurisdiction of the COMMUNITY ASSOCIATION, or for the provision of services to the COMMUNITY ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS

7.1. Adoption of the Budget

7.1.1. Not less than 45 days prior to the commencement of any calendar year of the COMMUNITY ASSOCIATION, the BOARD shall adopt a budget for such calendar year, necessary to defray the COMMON EXPENSES of the COMMUNITY ASSOCIATION for such calendar year. The COMMON EXPENSES of the COMMUNITY ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the COMMUNITY ASSOCIATION for the operation of the PROPERTY owned and/or operated by the COMMUNITY ASSOCIATION, and for the proper operation of the COMMUNITY ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the COMMON AREAS; costs of carrying out the powers and duties of the COMMUNITY ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the COMMUNITY ASSOCIATION, any expense of the COMMUNITY ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the COMMUNITY ASSOCIATION shall contain a separate classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2. If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the COMMUNITY

ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

7.2. Assessments and Assessment Roll.

7.2.1. As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of the ASSESSMENTS for COMMON EXPENSES, pursuant to the DECLARATION, the ARTICLES and these BYLAWS. Such ASSESSMENTS shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic ASSESSMENTS for COMMON EXPENSES, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the COMMUNITY ASSOCIATION. As soon as practicable after the determination of the ASSESSMENTS for COMMON EXPENSES, the COMMUNITY ASSOCIATION shall notify each member, in writing, of the amount, frequency and due date of such member's ASSESSMENTS, provided, however, that no ASSESSMENT shall be due in less than (90) days from the date of such notification.

7.2.2. In the event the expenditure of funds by the COMMUNITY ASSOCIATION is required that cannot be paid from the ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD. Each member's share of any special ASSESSMENT shall be in the same proportion as the member's share of the ASSESSMENTS for COMMON EXPENSES.

7.2.3. The COMMUNITY ASSOCIATION shall maintain an ASSESSMENT roll for each member, designating the name and current mailing address of the member, the amount of each ASSESSMENT payable by such member, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the member, and the balance due.

7.3. Depositories. The funds of the COMMUNITY ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any accounts of the COMMUNITY ASSOCIATION.

7.4. Application of Payments and Commingling of Funds. All sums collected by the COMMUNITY ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.5. Accounting Records and Reports. The COMMUNITY ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by members and all INSTITUTIONAL LENDERS, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the COMMUNITY ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be made available to each member and INSTITUTIONAL LENDER, upon written request to the COMMUNITY ASSOCIATION.

7.6. PARCEL EXPENSES and ASSESSMENTS. The provisions of this paragraph 7 shall be equally applicable with respect to PARCEL EXPENSES and PARCEL ASSESSMENTS, and separate budgets, ASSESSMENTS, Assessment Rolls, accounts, and books and records shall be established for same.

8. PARLIAMENTARY RULES.

8.1. Roberts' Rules of Order (latest edition) shall govern the conduct of the COMMUNITY ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS. Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2. Initiation. A resolution to amend these BYLAWS may be proposed by any director, or by a petition signed by members having at least 25 votes.

9.3. Adoption of Amendments.

9.3.1. A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the directors of the COMMUNITY ASSOCIATION, and by a vote of a majority of the members present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (b) by a 2/3 vote of all of the members. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.3.2. Notwithstanding the foregoing, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of any directors or any member, and no amendment to these BYLAWS may be made without the written consent of DECLARANT. Thereafter, so long as there is at least one PARCEL DEVELOPER, no amendment to these BYLAWS may be made without the written consent of the PARCEL DEVELOPERS.

9.4. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval of 2/3 of all the members, unless the amendment is made to conform these bylaws to applicable law. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BYLAWS. So long as DECLARANT or any PARCEL DEVELOPER owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to, DECLARANT or any PARCEL DEVELOPER, unless DECLARANT or any PARCEL DEVELOPER so affected shall join in the execution of the amendment.

9.5. Execution and Recording. No modification of, or amendment to, these BYLAWS shall be valid unless recorded in the public records of the county in which the SUBJECT PROPERTY is located.

10. RULES AND REGULATIONS. The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the COMMON AREAS and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement

and carry out the intent of the DECLARATION, the ARTICLES, and these BYLAWS. The BOARD shall make available to any member, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. MISCELLANEOUS.

11.1. Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.2. Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3. Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the COMMUNITY ASSOCIATION shall govern, in that order.

11.4. Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.5. Waiver of Objections. The failure of the BOARD or any officers of the COMMUNITY ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a member within thirty (30) days after the member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all members who received notice of the meeting and failed to object to such defect at the meeting.

The foregoing was adopted as the BYLAWS of the COMMUNITY ASSOCIATION at the First Meeting of the BOARD on the 7th day of September, 2001.

By: [Signature]
Its: Thomas M. McKee, Secretary



Certified
copy

EXHIBIT "D" TO MASTER DECLARATION

ASSUMPTIONS:

- A. Four Parcels:
 - (i) Parcel 1: 20 acres, 100 units permitted
 - (ii) Parcel 2: 20 acres, 100 units permitted
 - (iii) Parcel 3: 35 acres, 200 units permitted
 - (iv) Parcel 4: 20 acres, 300 units permitted
- B. 1st Quarter Analysis - \$20,000.00 Deficit:
Zero units sold
- C. 2nd Quarter Analysis - \$30,000.00 Deficit:
 - (i) Parcel 1 sold 1 unit
 - (ii) Parcel 2 sold 10 units
 - (iii) Parcel 3 sold 50 units
 - (iv) Parcel 4 sold 100 units
- D. 3rd Quarter Analysis - \$28,000.00 Deficit:
 - (i) Parcel 1 sold 12 units
 - (ii) Parcel 2 sold 10 units
 - (iii) Parcel 3 sold 30 units
 - (iv) Parcel 4 sold 120 units
- E. A sold Unit for purposes of this example means that a certificate of occupancy has been issued for the Unit.
- I. Calculate Allocation of Deficit to each Parcel Developer - 1st Quarter:

A. Calculate Number of Assessment Units per Parcel:

(i) Parcel 1	-	20
(ii) Parcel 2	-	20
(iii) Parcel 3	-	35
(iv) Parcel 4	-	20
Total		<u>95</u>

B. Calculate Amount Due from each Parcel Developer:

(i) Parcel 1	-	20/95	x	\$ 20,000.00	=	\$ 4,211.00
(i) Parcel 2	-	20/95	x	\$ 20,000.00	=	\$ 4,211.00
(i) Parcel 3	-	35/95	x	\$ 20,000.00	=	\$ 7,367.00

(i) Parcel 4	-	20/95	x	\$ 20,000.00	=	<u>\$ 4,211.00</u>
				Total Deficit		<u>\$ 20,000.00</u>

This is not a certified copy

II. Calculate Allocation of Deficit to each Parcel Developer - 2nd Quarter

A. Calculate Number of Assessment Units* per Parcel:

(i) Parcel 1	-	20	x	99/100	=	19.8 %
(ii) Parcel 2	-	20	x	90/100	=	18.0 %
(iii) Parcel 3	-	35	x	150/200	=	26.3 %
(iv) Parcel 4	-	20	x	200/300	=	13.4 %
Total Assessment Units						<u>77.5 %</u>

B. Calculate Assessment Units as a Percentage of Total:

(i) Parcel 1	-	19.8/77.5	=	26%
(ii) Parcel 2	-	18/77.5	=	23%
(iii) Parcel 3	-	26.3/77.5	=	34%
(iv) Parcel 4	-	13.4/77.5	=	17%
				<u>100%</u>

C. Calculate Amount Due from each Parcel Developer:

(i) Parcel 1	-	26%	x	\$ 30,000.00	=	\$ 7,800.00
(ii) Parcel 2	-	23%	x	\$ 30,000.00	=	\$ 6,900.00
(iii) Parcel 3	-	34%	x	\$ 30,000.00	=	\$ 10,200.00
(iv) Parcel 4	-	17%	x	\$ 30,000.00	=	\$ 5,100.00
Total Deficit						<u>\$ 30,000.00</u>

III. Calculate Allocation of Deficit to each Parcel Developer - 3rd Quarter:

A. Calculate Number of Assessment Units per Parcel:

(i) Parcel 1	-	20	x	87/100	=	17.4 %
(ii) Parcel 2	-	20	x	80/100	=	16.0 %
(iii) Parcel 3	-	35	x	120/200	=	21.0 %
(iv) Parcel 4	-	20	x	80/300	=	5.4 %
Total Assessment Units						<u>59.8 %</u>

B. Calculate Assessment Units as a Percentage of Total:

(i) Parcel 1	-	17.4/59.8	=	29%
(ii) Parcel 2	-	16/59.8	=	27%
(iii) Parcel 3	-	21/59.8	=	35%
(iv) Parcel 4	-	5.4/59.8	=	9%
				<u>100%</u>

*Rounded to the nearest 1/10

C. Calculate Amount Due from each Parcel Developer:

(i) Parcel 1	-	29%	x	\$ 28,000.00	=	\$ 8,120.00
(ii) Parcel 2	-	27%	x	\$ 28,000.00	=	\$ 7,560.00
(iii) Parcel 3	-	35%	x	\$ 28,000.00	=	\$ 9,800.00
(iv) Parcel 4	-	9%	x	\$ 28,000.00	=	\$ 2,520.00
						<u>28,000.00</u>
Total Deficit						<u>\$ 28,000.00</u>

This is not a certified copy



Form # 0145
rev 08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 50-04120-P
DATE ISSUED: DECEMBER 10, 1998

PERMITTEE: GOLDEN WEST LIMITED PARTNERSHIP
(GOLDEN WEST (BURGESS/MONTCLAIR))
448 VIKING DRIVE, SUITE 200,
VIRGINIA BEACH, VA 23452

PROJECT DESCRIPTION: AUTHORIZATION FOR CONCEPTUAL APPROVAL OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 373.5 ACRES OF RESIDENTIAL DEVELOPMENT TO BE KNOWN AS GOLDEN WEST. THE AUTHORIZATION WILL ALSO INCLUDE CONSTRUCTION AND OPERATION APPROVAL FOR CLEARING, SPECIFIC ONLY TO THE UPLAND PORTIONS OF THE SITE. (NO CONSTRUCTION IS AUTHORIZED BY THIS PERMIT.)

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 15 TWP 43S RGE 42E

PERMIT DURATION: Conceptual Approval is valid for two years from the date issued. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 960703-16, dated August 11, 1998. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:
SEE PAGES 2-6 OF 10 (31 SPECIAL CONDITIONS)
SEE PAGES 7-10 OF 10 (19 GENERAL CONDITIONS).

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

ON 12-30-98 1143
[Signature]
DEPUTY CLERK

By [Signature]
ASSISTANT SECRETARY

Responsible Party

PERMIT NO: 50-04120-P

PAGE 2 OF 10

SPECIAL CONDITIONS

A = Around Community Lake
C = 2' of West from Beach

1. MINIMUM BUILDING FLOOR ELEVATION: 21 FEET NGVD.
 2. MINIMUM ROAD CROWN ELEVATION: 19 FEET NGVD.
 3. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
 4. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
 5. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
 6. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
 7. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
- OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF THE BURGESS PROPERTY MASTER ASSOCIATION, INC.. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
9. PRIOR TO FEBRUARY 08, 1999, THE PERMITTEE SHALL PROVIDE THE DISTRICT WITH SATISFACTORY EVIDENCE OF A DISCLOSURE STATEMENT WHICH INFORMS PROSPECTIVE PURCHASERS THAT THE WATER LEVELS IN THE PROJECT'S LAKE MAY DECLINE SIGNIFICANTLY AT CERTAIN TIMES AS A RESULT OF THE WELLFIELD PUMPAGE.
 10. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
 11. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE

PERMIT NO: 50-04120-P
PAGE 3 OF 10

SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.

12. SILT FENCES, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE PERMITTEE SHALL NOTIFY THE SFWMD'S COMPLIANCE STAFF UPON COMPLETION OF FENCING. FENCING OR OTHER SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE BASE OF THE PERIMETER BERM (WETLAND SIDE) TO BE CONSTRUCTED AROUND THE DEVELOPMENT SITE. THE BERM AND ASSOCIATED FENCING SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION, FILLING OR GRADING OF THE DEVELOPMENT SITE. THIS BERM SHALL BE STABILIZED AND VEGETATED UPON COMPLETION OF CONSTRUCTION AND PRIOR TO REMOVAL OF FENCING OR OTHER SEDIMENT CONTROL BARRIERS. A DETAILED SEDIMENT AND EROSION CONTROL PLAN SHALL BE SUBMITTED WITH THE CONSTRUCTION PERMIT APPLICATION.
13. ALL EXCAVATION ASSOCIATED WITH THE CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE MAINTAINED A MINIMUM OF 300 FEET FROM THE EDGE OF OFFSITE WETLANDS OR WETLANDS CONTAINED IN THE PRESERVE/MITIGATION AREA.
14. UPON SUBMITTAL OF AN APPLICATION FOR CONSTRUCTION APPROVAL, GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE SHALL SUBMIT A WETLAND BUFFER PLANTING PLAN. THIS PLAN SHALL INCLUDE, AT A MINIMUM, THE TYPE AND DENSITY OF VEGETATION TO BE PLANTED IN THE BUFFER AND A SCHEDULE FOR PLANTING AND ASSOCIATED MAINTENANCE.
15. UPON SUBMITTAL OF AN APPLICATION FOR CONSTRUCTION APPROVAL, GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE SHALL SUBMIT PLANS DEPICTING REGRADING FOR THE FDOT BORROW PIT ROAD NORTH OF THE PRESERVE/MITIGATION AREA AND THE EXISTING ROAD IN THE SOUTHWEST CORNER OF THE PRESERVE/MITIGATION AREA. THE FORMER ROAD SHALL BE FILLED AND STABILIZED TO AN ELEVATION OF 17 FEET NGVD TO PREVENT THE OUTFLOW OF SURFACE WATER FROM SECTION 10. THE LATTER ROAD SHALL BE REGRADED TO NATURAL. SURROUNDING ELEVATIONS TO FACILITATE SHEETFLOW TO THE EAST. ALL WORK ASSOCIATED WITH REGRADING ACTIVITIES IN BOTH LOCATIONS SHALL BE COMPLETED PRIOR TO THE PLANTING OF THE MITIGATION AREA.
16. THIS PERMIT DOES NOT CONVEY CONCEPTUAL APPROVAL FOR THE ALIGNMENT OR CONSTRUCTION OF JOG ROAD BEYOND THE DESIGN LIMITS SHOWN IN EXHIBIT 2.
17. A LETTER OF CREDIT IN THE AMOUNT OF ONE MILLION ONE HUNDRED AND NINETY THREE THOUSAND FIVE HUNDRED DOLLARS (\$1,193,500.00) SHALL BE OBTAINED BY GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE PRIOR TO ANY CONSTRUCTION IN WETLAND AREAS. THIS LETTER OF CREDIT SHALL CONFORM WITH THE DRAFT FORM ATTACHED TO THIS PERMIT AS EXHIBIT E4. THE ORIGINAL LETTER OF CREDIT SHALL BE PROVIDED TO SFWMD COMPLIANCE STAFF PRIOR TO THE START OF CONSTRUCTION.
18. THE CITY OF WEST PALM BEACH SHALL SUBMIT TO THE SFWMD COMPLIANCE STAFF COPIES OF ALL PERMIT APPLICATIONS SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR ACTIVITIES RELATED TO THE DISCHARGE OR MANAGEMENT OF RE-USE WATER THAT COULD POTENTIALLY IMPACT THE PERMITTED MITIGATION AREA.
19. A MITIGATION PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBITS E1 AND E2. GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE SHALL RESTORE/PRESERVE 33.9 ACRES OF WETLANDS, ENHANCE/PRESERVE 31.7 ACRES OF

WETLANDS, AND ENHANCE/PRESERVE 89.4 ACRES OF UPLANDS CONTAINED WITHIN A 155 ACRE PRESERVE/MITIGATION AREA SHOWN ON EXHIBIT E1. THE RESTRICTIVE COVENANTS AND LEGAL DESCRIPTION INCLUDED ON EXHIBIT E3 SHALL BE RECORDED BY THE CITY OF WEST PALM BEACH AGAINST THE EXISTING DEED FOR THIS PROPERTY. A COPY OF THE RECORDED DOCUMENT SHALL BE SUBMITTED TO THE SFWMD'S COMPLIANCE STAFF PRIOR TO THE START OF CONSTRUCTION.

20. ALL HYDROLOGIC ENHANCEMENT ACTIVITIES ASSOCIATED WITH THE PRESERVE/MITIGATION AREA, INCLUDING PLACEMENT OF IMPERMEABLE BARRIERS, DITCH BACKFILLING, BERM CONSTRUCTION ON THE EAST SIDE OF THE PRESERVE/MITIGATION AREA, THE EXCAVATION OF THE SIX (6) WETLAND FLOW-WAYS SHOWN IN THE MITIGATION PLAN, AND ROAD REMOVAL/RE-GRADING SHALL BE COMPLETED PRIOR TO OR SIMULTANEOUS WITH PLANTING. SOIL PROFILES SHALL BE SUBMITTED AS PART OF THE CONSTRUCTION PERMIT APPLICATION TO DETERMINE THE APPROPRIATE DEPTH OF THE IMPERMEABLE LINER. IF AN ADEQUATE CONFINING LAYER IS NOT IDENTIFIED IN THE SOIL PROFILES, THE IMPERMEABLE LAYER SHALL EXTEND TO THE DEPTH OF THE TURNPIKE DITCH.
21. A MITIGATION MONITORING AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT E5. THE MONITORING PROGRAM CONDUCTED BY GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE SHALL EXTEND FOR A PERIOD OF FIVE (5) YEARS WITH SEMI-ANNUAL MONITORING EVENTS AND ANNUAL REPORTS SUBMITTED TO SFWMD COMPLIANCE STAFF. AT THE END OF THE SECOND YEAR OF MONITORING, ALL RESTORATION AND ENHANCEMENT AREAS, INCLUDING FLOW-WAYS, SHALL ACHIEVE AN 80 PERCENT COVERAGE OF DESIRABLE OBLIGATE AND FACULTATIVE WETLAND SPECIES (WETLAND AREAS) AND DESIRABLE UPLAND AND TRANSITIONAL SPECIES (UPLAND AREAS). AT NO TIME SHALL THERE BE MORE THAN 20 PERCENT MORTALITY OF EXISTING UPLAND TREE SPECIES IN UPLAND AREAS. UPLAND AREAS SHALL, AT ALL TIMES, CONTAIN MORE THAN 50 PERCENT COVERAGE OF UPLAND AND FACULTATIVE VEGETATION. THREE (3) MONITORING TRANSECTS SHALL BE ESTABLISHED IN THE SAME GENERAL LOCATION INDICATED ON EXHIBIT E6. AT LEAST EIGHT (8) SEPARATE REPRESENTATIVE WETLANDS SHALL BE INCLUDED IN THESE TRANSECTS. IF THE REQUIRED COVERAGE IS NOT OBTAINED AFTER TWO (2) YEARS, ADDITIONAL PLANTING SHALL BE CONDUCTED TO ACHIEVE REQUIRED COVERAGE LEVELS. THE LANDOWNERS, GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE, SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND MONITORING FOR THE INITIAL FIVE (5) YEAR MONITORING PERIOD. THE CITY OF WEST PALM BEACH SHALL BE RESPONSIBLE FOR PERPETUAL MAINTENANCE (AFTER FIVE (5) YEARS), AS WELL AS LONG-TERM WATER LEVEL MONITORING.
22. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED FOR THE PRESERVE/MITIGATION AND BUFFER AREAS IN ACCORDANCE WITH EXHIBIT E5. MAINTENANCE SHALL BE CONDUCTED BY GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE ON A SEMI-ANNUAL BASIS FOR THE FIRST FIVE (5) YEARS, UNLESS EXOTIC AND/OR NUISANCE VEGETATION COVERAGE EXCEEDS FIVE (5) PERCENT AT ANY TIME, IN WHICH CASE, SUCH VEGETATION SHALL BE REDUCED TO A COVERAGE LEVEL OF ZERO (0) PERCENT FOR EXOTICS AND FIVE (5) PERCENT FOR NUISANCE SPECIES. AFTER FIVE (5) YEARS, THE CITY SHALL MAINTAIN ALL MITIGATION AND WETLAND BUFFER AREAS SO THAT EXOTIC AND/OR NUISANCE VEGETATION SHALL NOT EXCEED FIVE (5) PERCENT COVERAGE AT ANY TIME. A ZERO (0) PERCENT COVERAGE LEVEL FOR EXOTIC VEGETATION SHALL BE ACHIEVED IMMEDIATELY FOLLOWING A MAINTENANCE EVENT. NUISANCE VEGETATION SHALL INCLUDE ANY SPECIES THAT BECOMES ESTABLISHED TO THE DETRIMENT OR EXCLUSION OF DESIREABLE NATIVE VEGETATION. SUCH SPECIES SHALL INCLUDE, BUT ARE NOT LIMITED TO, CATTAIL, PRIMROSE WILLOW, CAROLINA WILLOW, WATER

LETTUCE, DUCKWEED, ALLIGATOR-WEED, SALVINIA, AZOLLA, TORPEDO GRASS, FILAMENTOUS ALGAE AND SCIRPUS CUBENSIS. EXOTIC VEGETATION SHALL INCLUDE THOSE SPECIES IDENTIFIED IN THE FLORIDA EXOTIC PEST PLANT COUNCIL'S CATEGORY I LIST.

23. IN THE EVENT THAT THE INTRODUCTION OF RE-USE WATER INTO THE MITIGATION AREA RESULTS IN THE ESTABLISHMENT OF NUISANCE VEGETATION THAT CAUSES AN IMBALANCE IN THE NATURAL POPULATION OF FLORA OR FAUNA, AS DETERMINED BY THE DISTRICT'S GOVERNING BOARD AND BASED UPON THE MAINTENANCE AND MONITORING REQUIREMENTS OF THIS PERMIT, CORRECTIVE ACTION SHALL BE TAKEN BY THE CITY, INCLUDING, BUT NOT LIMITED TO, ADDITIONAL TREATMENT OF RE-USE WATER, MODIFIED MANAGEMENT OF ITS DISTRIBUTION OR DISCONTINUATION OF ITS APPLICATION WITHIN THE PRESERVE/MITIGATION AREA. FOR THE PURPOSE OF THIS CONDITION, AN IMBALANCE OF FLORA OR FAUNA SHALL GENERALLY BE DEFINED AS THE CHRONIC EXCEEDANCE OF THE FIVE (5) PERCENT COVERAGE BY EXOTIC AND NUISANCE SPECIES THAT CANNOT BE PRACTICALLY ACHIEVED AND MAINTAINED THROUGH CONVENTIONAL MEANS OF EXOTIC AND NUISANCE VEGETATION CONTROL.
24. CONTINUOUS WATER LEVEL MONITORING WITHIN THE PRESERVE/MITIGATION AREA SHALL BE CONDUCTED BY THE CITY OF WEST PALM BEACH AND SHALL BE INCLUDED IN THE ANNUAL MONITORING REPORTS REFERENCED IN SPECIAL CONDITION 27. WATER LEVELS WITHIN THE MITIGATION AREA SHALL NOT EXCEED EIGHT (8) INCHES ABOVE AMBIENT LEVELS, AS DETERMINED FROM A TARGET HYDROGRAPH FOR THE MITIGATION AREA. A HYDROGRAPH FROM THE CITY'S MONITORING STATION WRSW-5 (SEE EXHIBIT E7) WILL BE USED AS THE TARGET HYDROGRAPH UNTIL A SITE-SPECIFIC HYDROGRAPH IS ESTABLISHED (PRIOR TO RECLAIMED WATER APPLICATION AND AFTER HYDROLOGIC IMPROVEMENTS ARE MADE, AS REQUIRED BY THIS PERMIT). A SITE-SPECIFIC HYDROGRAPH SHALL BE ESTABLISHED OVER A ONE (1) YEAR PERIOD OF CONTINUOUS WATER LEVEL RECORDING AT TWO (2) DEDICATED MONITORING STATIONS. AFTER ESTABLISHMENT OF THE SITE-SPECIFIC HYDROGRAPHS, THE TWO (2) MONITORING STATIONS WILL BE INCORPORATED INTO THE CITY'S MONITORING NETWORK THAT WILL PROVIDE CONTINUOUS REAL-TIME FEEDBACK FROM THE MONITORING STATIONS TO THE CITY'S UTILITY OPERATIONS STAFF. THE OPERATIONAL DATA WILL BE CONTINUOUSLY FED INTO AN EXPERT SYSTEM THAT WILL PROVIDE DECISIONS REGARDING OPERATIONAL MANAGEMENT OF WETLANDS TO PROVIDE QUICK RESPONSE TO NATURAL AND MAN-MADE INFLUENCES.

IF WATER LEVELS RISE ABOVE THE EIGHT (8) INCH CRITERIA AT ANY TIME (EXCEPT AS A RESULT OF A MAJOR STORM EVENT), THE CITY WILL IMPLEMENT ONE OR MORE OF THE FOLLOWING OPERATIONAL/MANAGEMENT OPTIONS TO LOWER THE WATER LEVELS TO THE TARGET HYDROGRAPH LEVEL WITHIN 48 HOURS:

1. TURN OFF THE RE-USE WATER PUMPS FROM THE ADVANCED WASTEWATER TREATMENT FACILITY OR DIVERT THE RE-USE WATER TO THE EXISTING DEEP INJECTION WELLS. THE DEEP INJECTION WELL SYSTEM PROVIDES 100% BACKUP FOR WET WEATHER MANAGEMENT OF THE FACILITY.
2. INCREASE THE RATE OF WETLAND SURFACE WATER LEVEL CONVEYANCE FROM THE RE-USE SITE TO THE CITY'S STANDBY WELLFIELD.
3. INCREASE THE RATE OF PUMPING FROM THE CITY'S STANDBY WELLFIELD.

WATER LEVEL MONITORING CONDUCTED BY THE CITY SHALL BE INCORPORATED INTO THE ANNUAL MONITORING REPORTS REQUIRED BY SPECIAL CONDITION 27. MONITORING

REPORTS SHALL INCLUDE THE LOCATION OF THE WATER LEVEL MONITORING STATIONS IN THE MITIGATION AREA, ALONG WITH THE NEW TARGET HYDROGRAPHS WHEN THEY ARE COMPLETED. AFTER FIVE (5) YEARS, THE CITY SHALL ASSUME RESPONSIBILITY FOR ANNUAL REPORT SUBMITTAL, WHICH REPORTS SHALL INCLUDE A COMPARISON OF THE ACTUAL HYDROGRAPH FOR THE PREVIOUS YEAR WITH THE TARGET HYDROGRAPH. ANY REVISION OF THE TARGET HYDROGRAPH SHALL REQUIRE A MODIFICATION OF THIS PERMIT. C

25. THE CITY OF WEST PALM BEACH SHALL NOT BE RESPONSIBLE FOR ANY PORTION OF THE GOLDEN WEST DEVELOPMENT OUTSIDE OF THE PRESERVE/MITIGATION AREA.
26. PRIOR TO THE INITIATION OF ANY WITHDRAWAL OF WATER (IRRIGATION, DEWATERING, PUBLIC WATER SUPPLY, ETC.), IT WILL BE NECESSARY TO APPLY FOR A WATER USE PERMIT. THE PERMITTEE IS CAUTIONED THAT A MINIMUM OF 90 DAYS IS REQUIRED FOR CONSIDERATION OF A COMPLETE WATER USE PERMIT APPLICATION. THE PERMITTEE IS ALSO CAUTIONED THAT THE ISSUANCE OF AN ENVIRONMENTAL RESOURCE PERMIT SHALL NOT BE CONSTRUED TO BE A GUARANTEE THAT WATER WILL BE AVAILABLE.
27. A WORK SCHEDULE SHALL BE SUBMITTED AS PART OF THE CONSTRUCTION PERMIT APPLICATION THAT PROVIDES TIME FRAMES FOR ALL MITIGATION, MONITORING, AND MAINTENANCE ACTIVITIES, INCLUDING STARTING AND COMPLETION DATES. A
28. UPON SUBMITTAL OF A CONSTRUCTION APPLICATION, THE PERMITTEE SHALL SUBMIT A DEWATERING PLAN AND SHALL APPLY FOR A WATER USE PERMIT, AS NECESSARY. A
29. DISCHARGE FACILITIES:
- 1-1400 GPM PUMP
 - PUMP-ON AT ELEV. 15.90' NGVD
 - PUMP-OFF AT ELEV. 15.50' NGVD
 - 1-2100 GPM PUMP
 - PUMP-ON AT ELEV. 16.00' NGVD
 - PUMP-OFF AT ELEV. 15.92' NGVD
 - 3500 LF OF 1.33' DIP PRESSURE PIPE
 - RECEIVING BODY: C-17 CANAL THROUGH EBB-17 CANAL SYSTEM
 - CONTROL ELEV.: 15.50' NGVD
30. GRASS SEED & MULCH, OR SOD, SHALL BE INSTALLED AND MAINTAINED ON ALL DISTURBED AREAS WITHIN 48 HOURS OF COMPLETING FINAL GRADE, AND AT OTHER TIMES, AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES INTO RECEIVING WATERS AND/OR ADJACENT WETLANDS. A
31. AN EXECUTED COPY OF THE DRAINAGE AGREEMENT, ADOPTED AND PASSED ON AUGUST 10TH, 1998, BETWEEN THE CITY OF WEST PALM BEACH, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE HAS BEEN INCLUDED WITH THIS PERMIT BY REFERENCE (PLEASE SEE PERMIT FILE, EXHIBIT 3).

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-9.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND

CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1 6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE

DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH

PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

This is not a certified copy

2



Form #0157
Rev 08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
PERMIT MODIFICATION NO. 50-04120-P

DATE ISSUED: APRIL 15, 1999

PERMITTEE: GOLDEN WEST LIMITED PARTNERSHIP
(HAMILTON BAY/MALLORY SQUARE)
448 VIKING DRIVE, SUITE 200,
VIRGINIA BEACH, VA 23452

ORIGINAL PERMIT ISSUED: DECEMBER 10, 1998
ORIGINAL PROJECT DESCRIPTION: AUTHORIZATION FOR CONCEPTUAL APPROVAL OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 373.5 ACRES OF RESIDENTIAL DEVELOPMENT TO BE KNOWN AS GOLDEN WEST. THE AUTHORIZATION WILL ALSO INCLUDE CONSTRUCTION AND OPERATION APPROVAL FOR CLEARING, SPECIFIC ONLY TO THE UPLAND PORTIONS OF THE SITE.

APPROVED MODIFICATION: AUTHORIZATION FOR CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 373.5 ACRES OF RESIDENTIAL DEVELOPMENT TO BE KNOWN AS HAMILTON BAY/MALLORY SQUARE.

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 15 TWP 43S RGE 42E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit Modification is approved pursuant to Application No. 981016-17, dated October 15, 1998. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), F.A.C.

All specifications and special and limiting/general conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:
SEE PAGES 2-5 OF 7 (32 SPECIAL CONDITIONS).
SEE PAGES 6-7 OF 7 (19 GENERAL CONDITIONS).

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

FILED WITH THE CLERK OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON 4-27-99
BY [Signature]
DEPUTY CLERK

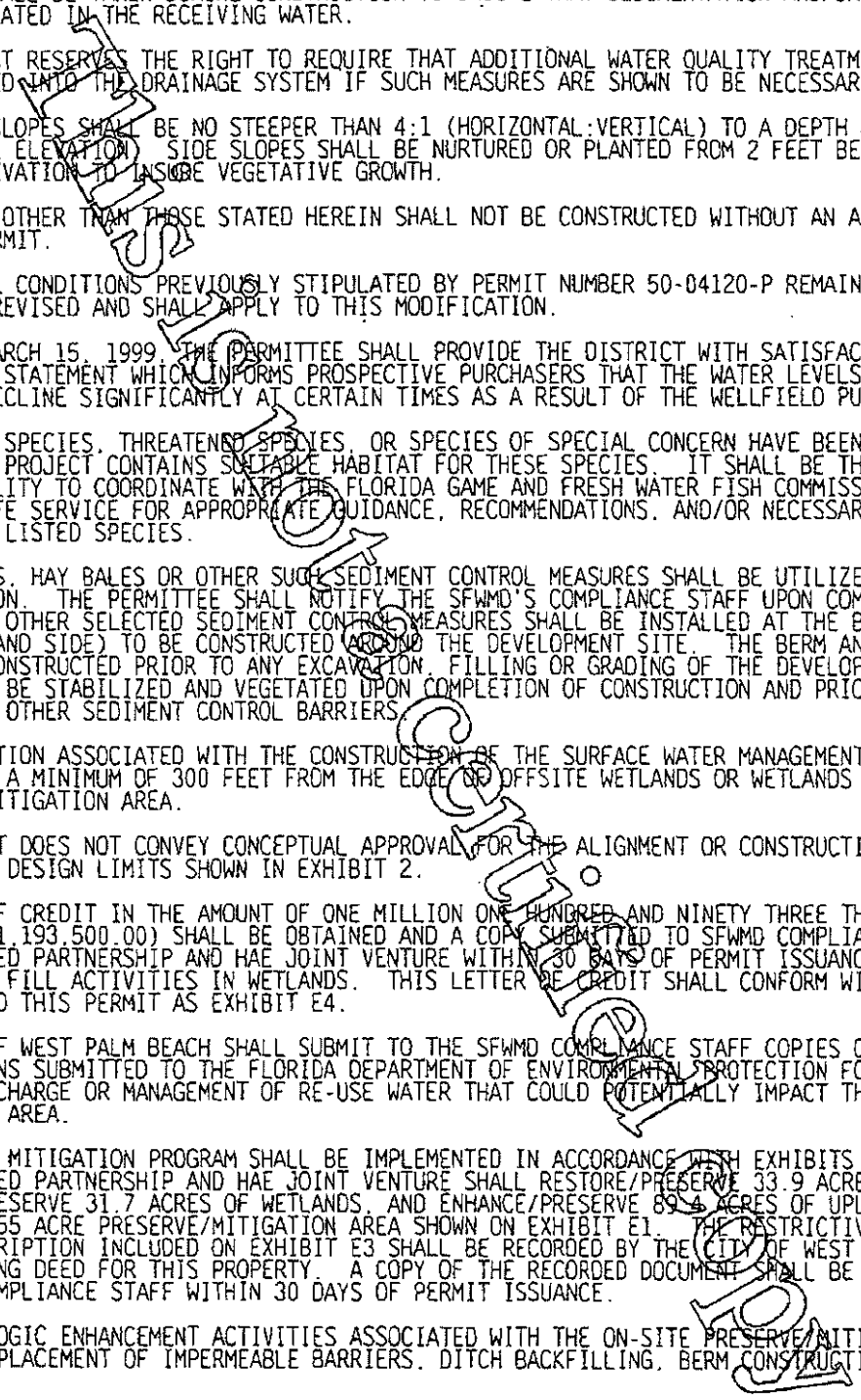
BY [Signature]
ASSISTANT SECRETARY

SPECIAL CONDITIONS

2 = Arland Community Development
C = City of West Palm Beach

Responsibility for

1. MINIMUM BUILDING FLOOR ELEVATION: 21 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: 19 FEET NGVD.
3. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
4. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
5. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
6. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
7. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
8. ALL SPECIAL CONDITIONS PREVIOUSLY STIPULATED BY PERMIT NUMBER 50-04120-P REMAIN IN EFFECT UNLESS OTHERWISE REVISED AND SHALL APPLY TO THIS MODIFICATION.
9. PRIOR TO MARCH 15, 1999, THE PERMITTEE SHALL PROVIDE THE DISTRICT WITH SATISFACTORY EVIDENCE OF A DISCLOSURE STATEMENT WHICH INFORMS PROSPECTIVE PURCHASERS THAT THE WATER LEVELS IN THE PROJECT'S LAKE MAY DECLINE SIGNIFICANTLY AT CERTAIN TIMES AS A RESULT OF THE WELLFIELD PUMPAGE.
10. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
11. SILT FENCES, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE PERMITTEE SHALL NOTIFY THE SFWMD'S COMPLIANCE STAFF UPON COMPLETION OF FENCING. FENCING OR OTHER SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE BASE OF THE PERIMETER BERM (WETLAND SIDE) TO BE CONSTRUCTED AROUND THE DEVELOPMENT SITE. THE BERM AND ASSOCIATED FENCING SHALL BE CONSTRUCTED PRIOR TO ANY EXCAVATION, FILLING OR GRADING OF THE DEVELOPMENT SITE. THIS BERM SHALL BE STABILIZED AND VEGETATED UPON COMPLETION OF CONSTRUCTION AND PRIOR TO REMOVAL OF FENCING OR OTHER SEDIMENT CONTROL BARRIERS.
12. ALL EXCAVATION ASSOCIATED WITH THE CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE MAINTAINED A MINIMUM OF 300 FEET FROM THE EDGE OF OFFSITE WETLANDS OR WETLANDS CONTAINED IN THE PRESERVE/MITIGATION AREA.
13. THIS PERMIT DOES NOT CONVEY CONCEPTUAL APPROVAL FOR THE ALIGNMENT OR CONSTRUCTION OF JOG ROAD BEYOND THE DESIGN LIMITS SHOWN IN EXHIBIT 2.
14. A LETTER OF CREDIT IN THE AMOUNT OF ONE MILLION ONE HUNDRED AND NINETY THREE THOUSAND FIVE HUNDRED DOLLARS (\$1,193,500.00) SHALL BE OBTAINED AND A COPY SUBMITTED TO SFWMD COMPLIANCE STAFF BY GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE WITHIN 30 DAYS OF PERMIT ISSUANCE AND PRIOR TO ANY DREDGE AND FILL ACTIVITIES IN WETLANDS. THIS LETTER OF CREDIT SHALL CONFORM WITH THE DRAFT FORM ATTACHED TO THIS PERMIT AS EXHIBIT E4.
15. THE CITY OF WEST PALM BEACH SHALL SUBMIT TO THE SFWMD COMPLIANCE STAFF COPIES OF ALL PERMIT APPLICATIONS SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR ACTIVITIES RELATED TO THE DISCHARGE OR MANAGEMENT OF RE-USE WATER THAT COULD POTENTIALLY IMPACT THE PERMITTED, ON-SITE MITIGATION AREA.
16. AN ON-SITE MITIGATION PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBITS E1 AND E2. GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE SHALL RESTORE/PRESERVE 33.9 ACRES OF WETLANDS, ENHANCE/PRESERVE 31.7 ACRES OF WETLANDS, AND ENHANCE/PRESERVE 89.4 ACRES OF UPLANDS CONTAINED WITHIN A 155 ACRE PRESERVE/MITIGATION AREA SHOWN ON EXHIBIT E1. THE RESTRICTIVE COVENANTS AND LEGAL DESCRIPTION INCLUDED ON EXHIBIT E3 SHALL BE RECORDED BY THE CITY OF WEST PALM BEACH AGAINST THE EXISTING DEED FOR THIS PROPERTY. A COPY OF THE RECORDED DOCUMENT SHALL BE SUBMITTED TO THE SFWMD'S COMPLIANCE STAFF WITHIN 30 DAYS OF PERMIT ISSUANCE.
17. ALL HYDROLOGIC ENHANCEMENT ACTIVITIES ASSOCIATED WITH THE ON-SITE PRESERVE/MITIGATION AREA, INCLUDING PLACEMENT OF IMPERMEABLE BARRIERS, DITCH BACKFILLING, BERM CONSTRUCTION ON THE EAST SIDE



OF THE PRESERVE/MITIGATION AREA, THE EXCAVATION OF THE SIX (6) WETLAND FLOW-WAYS SHOWN IN THE MITIGATION PLAN, AND ROAD REMOVAL/RE-GRADING SHALL BE COMPLETED PRIOR TO OR SIMULTANEOUS WITH PLANTING. THE IMPERMEABLE BARRIER SHALL EXTEND TO THE DEPTH OF THE TURNPIKE DITCH, AS INDICATED ON EXHIBIT 2.

18. AN ON-SITE MITIGATION, MONITORING AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT E5. THE MONITORING PROGRAM CONDUCTED BY GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE SHALL EXTEND FOR A PERIOD OF FIVE (5) YEARS WITH SEMI-ANNUAL MONITORING EVENTS AND ANNUAL REPORTS SUBMITTED TO SFWMD COMPLIANCE STAFF. AT THE END OF THE SECOND YEAR OF MONITORING, ALL RESTORATION AND ENHANCEMENT AREAS, INCLUDING FLOW-WAYS, SHALL ACHIEVE AN 80 PERCENT COVERAGE OF DESIRABLE OBLIGATE AND FACULTATIVE WETLAND SPECIES (WETLAND AREAS) AND DESIRABLE UPLAND AND TRANSITIONAL SPECIES (UPLAND AREAS). AT NO TIME SHALL THERE BE MORE THAN 20 PERCENT MORTALITY OF EXISTING UPLAND TREE SPECIES IN UPLAND AREAS. UPLAND AREAS SHALL, AT ALL TIMES, CONTAIN MORE THAN 50 PERCENT COVERAGE OF UPLAND AND FACULTATIVE VEGETATION. IF THE REQUIRED COVERAGE IS NOT OBTAINED AFTER TWO (2) YEARS, ADDITIONAL PLANTING SHALL BE CONDUCTED TO ACHIEVE REQUIRED COVERAGE LEVELS OR MODIFICATIONS SHALL BE MADE TO THE CITY'S WASTEWATER RE-USE DELIVERY SYSTEM. THE LANDOWNERS, GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE, SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND MONITORING FOR THE INITIAL FIVE (5) YEAR MONITORING PERIOD. THE CITY OF WEST PALM BEACH SHALL BE RESPONSIBLE FOR PERPETUAL MAINTENANCE (AFTER FIVE (5) YEARS), AS WELL AS LONG-TERM WATER LEVEL MONITORING.
19. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED FOR THE ON-SITE PRESERVE/MITIGATION AND BUFFER AREAS IN ACCORDANCE WITH EXHIBIT E5. MAINTENANCE SHALL BE CONDUCTED BY GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE ON A SEMI-ANNUAL BASIS FOR THE FIRST FIVE (5) YEARS, UNLESS EXOTIC AND/OR NUISANCE VEGETATION COVERAGE EXCEEDS FIVE (5) PERCENT AT ANY TIME. IN WHICH CASE, SUCH VEGETATION SHALL BE REDUCED TO A COVERAGE LEVEL OF ZERO (0) PERCENT FOR EXOTICS AND FIVE (5) PERCENT FOR NUISANCE SPECIES. AFTER FIVE (5) YEARS, THE CITY SHALL MAINTAIN ALL MITIGATION AND WETLAND BUFFER AREAS SO THAT EXOTIC AND/OR NUISANCE VEGETATION SHALL NOT EXCEED FIVE (5) PERCENT COVERAGE AT ANY TIME. A ZERO (0) PERCENT COVERAGE LEVEL FOR EXOTIC VEGETATION SHALL BE ACHIEVED IMMEDIATELY FOLLOWING A MAINTENANCE EVENT. NUISANCE VEGETATION SHALL INCLUDE ANY SPECIES THAT BECOMES ESTABLISHED TO THE DETRIMENT OR EXCLUSION OF DESIRABLE NATIVE VEGETATION. SUCH SPECIES SHALL INCLUDE, BUT ARE NOT LIMITED TO, CATTAIL, PRIMROSE WILLOW, CAROLINA WILLOW, WATER LETTUCE, DUCKWEED, ALLIGATOR-WEED, SALVINIA, AZOLLA, TORPEO GRASS, FILAMENTOUS ALGAE AND SCIRPUS CUBENSIS. EXOTIC VEGETATION SHALL INCLUDE THOSE SPECIES IDENTIFIED IN THE FLORIDA EXOTIC PEST PLANT COUNCIL'S CATEGORY I LIST.
20. IN THE EVENT THAT THE INTRODUCTION OF RE-USE WATER INTO THE ON-SITE MITIGATION AREA RESULTS IN THE ESTABLISHMENT OF NUISANCE VEGETATION THAT CAUSES AN IMBALANCE IN THE NATURAL POPULATION OF FLORA OR FAUNA, AS DETERMINED BY THE DISTRICT'S GOVERNING BOARD AND BASED UPON THE MAINTENANCE AND MONITORING REQUIREMENTS OF THIS PERMIT, CORRECTIVE ACTION SHALL BE TAKEN BY THE CITY, INCLUDING, BUT NOT LIMITED TO, ADDITIONAL TREATMENT OF RE-USE WATER, MODIFIED MANAGEMENT OF ITS DISTRIBUTION OR DISCONTINUATION OF ITS APPLICATION WITHIN THE PRESERVE/MITIGATION AREA. FOR THE PURPOSE OF THIS CONDITION, AN IMBALANCE OF FLORA OR FAUNA SHALL GENERALLY BE DEFINED AS THE CHRONIC EXCEEDANCE OF THE FIVE (5) PERCENT COVERAGE BY EXOTIC AND NUISANCE SPECIES THAT CANNOT BE PRACTICALLY ACHIEVED AND MAINTAINED THROUGH CONVENTIONAL MEANS OF EXOTIC AND NUISANCE VEGETATION CONTROL.
21. CONTINUOUS WATER LEVEL MONITORING WITHIN THE ON-SITE PRESERVE/MITIGATION AREA SHALL BE CONDUCTED BY THE CITY OF WEST PALM BEACH AND SHALL BE INCLUDED IN THE ANNUAL MONITORING REPORTS REFERENCED IN SPECIAL CONDITION 24. WATER LEVELS WITHIN THE MITIGATION AREA SHALL NOT EXCEED EIGHT (8) INCHES ABOVE AMBIENT LEVELS, AS DETERMINED FROM A TARGET HYDROGRAPH FOR THE MITIGATION AREA. A HYDROGRAPH FROM THE CITY'S MONITORING STATION WRSW-5 (SEE EXHIBIT E7) WILL BE USED AS THE TARGET HYDROGRAPH UNTIL A SITE-SPECIFIC HYDROGRAPH IS ESTABLISHED (PRIOR TO RECLAIMED WATER APPLICATION AND AFTER HYDROLOGIC IMPROVEMENTS ARE MADE, AS REQUIRED BY THIS PERMIT). A SITE-SPECIFIC HYDROGRAPH SHALL BE ESTABLISHED OVER A ONE (1) YEAR PERIOD OF CONTINUOUS WATER LEVEL RECORDING AT TWO (2) DEDICATED MONITORING STATIONS. AFTER ESTABLISHMENT OF THE SITE-SPECIFIC HYDROGRAPHS, THE TWO (2) MONITORING STATIONS WILL BE INCORPORATED INTO THE CITY'S MONITORING NETWORK THAT WILL PROVIDE CONTINUOUS REAL-TIME FEEDBACK FROM THE MONITORING STATIONS TO THE CITY'S UTILITY OPERATIONS STAFF. THE OPERATIONAL DATA WILL BE CONTINUOUSLY FED INTO AN EXPERT SYSTEM THAT WILL PROVIDE DECISIONS REGARDING OPERATIONAL MANAGEMENT OF WETLANDS TO PROVIDE QUICK RESPONSE TO NATURAL AND MAN-MADE INFLUENCES.
- IF WATER LEVELS RISE ABOVE THE EIGHT (8) INCH CRITERIA AT ANY TIME (EXCEPT AS A RESULT OF A MAJOR STORM EVENT), THE CITY WILL IMPLEMENT ONE OR MORE OF THE FOLLOWING OPERATIONAL/MANAGEMENT OPTIONS TO LOWER THE WATER LEVELS TO THE TARGET HYDROGRAPH LEVEL WITHIN 48 HOURS:
1. TURN OFF THE RE-USE WATER PUMPS FROM THE ADVANCED WASTEWATER TREATMENT FACILITY OR DIVERT THE RE-USE WATER TO THE EXISTING DEEP INJECTION WELLS. THE DEEP INJECTION WELL SYSTEM PROVIDES 100% BACKUP FOR WET WEATHER MANAGEMENT OF THE FACILITY.
 2. INCREASE THE RATE OF WETLAND SURFACE WATER LEVEL CONVEYANCE FROM THE RE-USE SITE TO THE CITY'S STANBOY WELLFIELD.

3. INCREASE THE RATE OF PUMPING FROM THE CITY'S STANDBY WELLFIELD.

WATER LEVEL MONITORING CONDUCTED BY THE CITY SHALL BE INCORPORATED INTO THE ANNUAL MONITORING REPORTS REQUIRED BY SPECIAL CONDITION 24. MONITORING REPORTS SHALL INCLUDE THE LOCATION OF THE WATER LEVEL MONITORING STATIONS IN THE MITIGATION AREA, ALONG WITH THE NEW TARGET HYDROGRAPHS WHEN THEY ARE COMPLETED. AFTER FIVE (5) YEARS, THE CITY SHALL ASSUME RESPONSIBILITY FOR ANNUAL REPORT SUBMITTAL, WHICH REPORTS SHALL INCLUDE A COMPARISON OF THE ACTUAL HYDROGRAPH FOR THE PREVIOUS YEAR WITH THE TARGET HYDROGRAPH. ANY REVISION OF THE TARGET HYDROGRAPH SHALL REQUIRE A MODIFICATION OF THIS PERMIT.

- 22. THE CITY OF WEST PALM BEACH SHALL NOT BE RESPONSIBLE FOR ANY PORTION OF THE GOLDEN WEST DEVELOPMENT OUTSIDE OF THE ON-SITE PRESERVE/MITIGATION AREA.
- 23. PRIOR TO THE INITIATION OF ANY WITHDRAWAL OF WATER (IRRIGATION, DEWATERING, PUBLIC WATER SUPPLY, ETC.), IT WILL BE NECESSARY TO APPLY FOR A WATER USE PERMIT. THE PERMITTEE IS CAUTIONED THAT A MINIMUM OF 90 DAYS IS REQUIRED FOR CONSIDERATION OF A COMPLETE WATER USE PERMIT APPLICATION. THE PERMITTEE IS ALSO CAUTIONED THAT THE ISSUANCE OF AN ENVIRONMENTAL RESOURCE PERMIT SHALL NOT BE CONSTRUED TO BE A GUARANTEE THAT WATER WILL BE AVAILABLE.
- 24. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION PLAN SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SEWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE

COMPLETION DATE	ACTIVITY	
MAY 15, 1999	SUBMIT COPY OF RECORDED RESTRICTIVE COVENANTS	-
MAY 15, 1999	SUBMIT COPY OF EXECUTED LETTER OF CREDIT	A
MAY 15, 1999	REMIT PAYMENT TO PALM BEACH COUNTY FOR UNIT 11	A
JUNE 15, 1999	SUBMIT VERIFICATION OF PAYMENT TO PALM BEACH COUNTY FOR UNIT 11	A
AUGUST 31, 1999	PLACE FILL TO STOP FLOWS FROM DOT LAKE	A
AUGUST 31, 1999	REMOVE ROAD IN SE CORNER OF MITIGATION AREA	A
SEPTEMBER 30, 1999	INSTALL IMPERMEABLE BARRIER	A
OCTOBER 31, 1999	EXCAVATE INTERNAL FLOWWAYS IN MITIGATION AREA	A
NOVEMBER 30, 1999	CONSTRUCT BERM ON EAST SIDE OF MITIGATION AREA	A/C
NOVEMBER 30, 1999	EXCAVATE FLOWWAY ON EAST SIDE OF MITIGATION AREA	C
NOVEMBER 30, 1999	ERADICATE EXOTIC NUISANCE VEGETATION	A
NOVEMBER 30, 1999	PLANT MITIGATION AREA	A
NOVEMBER 30, 1999	PLANT WETLAND BUFFER AREAS	A
NOVEMBER 30, 1999	INSTALL WATER LEVEL MONITORING SYSTEM FOR MIT. AREA	C
DECEMBER 31, 1999	SUBMIT TIME ZERO MONITORING REPORT	A
FEBRUARY 28, 2001	SUBMIT FIRST MONITORING REPORT	A
MARCH 31, 2001	SUBMIT TARGET HYDROGRAPH FOR WATER LEVEL MONITORING	A
FEBRUARY 28, 2002	SUBMIT SECOND MONITORING REPORT	A
FEBRUARY 28, 2003	SUBMIT THIRD MONITORING REPORT	A
FEBRUARY 28, 2004	SUBMIT FOURTH MONITORING REPORT	A
FEBRUARY 28, 2005	SUBMIT FIFTH MONITORING REPORT	A

- 25. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESHWATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
- 26. THE PERMITTEE SHALL REMIT TO PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT WITHIN THIRTY (30) DAYS OF PERMIT ISSUANCE AND PRIOR TO COMMENCEMENT OF ANY WORK INCURRING IMPACTS TO ONSITE WETLANDS, A CHECK INTENDED FOR THE ACQUISITION, ENHANCEMENT AND LONG-TERM MANAGEMENT OF 30 ACRES LOCATED IN THE UNIT 11 MITIGATION AREA. IN ADDITION, NO IMPACTS SHALL OCCUR WITHIN THE WETLAND AREA UNTIL EVIDENCE HAS BEEN PROVIDED TO THE DISTRICT STAFF THAT THE MITIGATION PAYMENT HAS BEEN MADE TO PALM BEACH COUNTY. THE CHECK SHALL BE IN THE AMOUNT OF \$289,500.00 AND SHALL BE PAYABLE TO THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.
- 27. THE PERMITTEE SHALL SUBMIT TO THE DISTRICT'S POST PERMIT COMPLIANCE STAFF WITHIN THIRTY (30) DAYS OF PAYMENT, VERIFICATION OF PAYMENT ACCEPTANCE BY PALM BEACH COUNTY FOR THE ACQUISITION, ENHANCEMENT, AND LONG TERM MANAGEMENT OF 30 ACRES LOCATED IN UNIT 11, PALM BEACH COUNTY.
- 28. IF FOR ANY REASON PALM BEACH COUNTY IS UNABLE TO COMPLETE THE INTENDED ACQUISITION, ENHANCEMENT AND LONG-TERM MANAGEMENT OF LANDS WITHIN UNIT 11, THE PERMITTEE SHALL SUBMIT AN ACCEPTABLE ALTERNATIVE MITIGATION PLAN TO THE DISTRICT WITHIN 60 DAYS OF SUCH NOTICE BY THE DISTRICT. THE PERMITTEE IS

ULTIMATELY RESPONSIBLE FOR ALL MITIGATION REQUIRED IN THIS PERMIT, INCLUDING MITIGATION WITHIN UNIT 11.

29. DISCHARGE FACILITIES:

1-1400 GPM PUMP
PUMP-ON AT ELEV. 16.05' NGVD
PUMP-OFF AT ELEV. 15.50' NGVD

1-2100 GPM PUMP
PUMP-ON AT ELEV. 16.20' NGVD
PUMP-OFF AT ELEV. 16.10' NGVD

3500 LF OF 1.33' DIP PRESSURE PIPE

RECEIVING BODY - 17 CANAL THROUGH EPB-11 CANAL SYSTEM

CONTROL ELEV. 15.500 NGVD

30. GRASS SEED & MULCH, OR SOG, SHALL BE INSTALLED AND MAINTAINED ON ALL DISTURBED AREAS WITHIN 48 HOURS OF COMPLETING FINAL GRADE, AND AT OTHER TIMES, AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES INTO RECEIVING WATERS AND/OR ADJACENT WETLANDS.

31. AN EXECUTED COPY OF THE DRAINAGE AGREEMENT, ADOPTED AND PASSED ON AUGUST 10TH, 1998, BETWEEN THE CITY OF WEST PALM BEACH, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, GOLDEN WEST LIMITED PARTNERSHIP AND HAE JOINT VENTURE HAS BEEN INCLUDED WITH THE ORIGINAL PERMIT FILE (APPLICATION NO. 960703-16).

32. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF THE BURGESS PROPERTY MASTER ASSOCIATION, INC. OPERATION OF THE PUMP STATION AND ITS RELATED FACILITIES SHALL BE THE RESPONSIBILITY OF THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT.

NOT a certified copy

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO. 0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ON-SITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO. 0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT. SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995. PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST, OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

3

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 50-04120-P-02**

Form #0941
08/95

DATE ISSUED: July 29, 1999

PERMITTEE: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
C/O 4152 W. BLUE HERON BOULEVARD
SUITE 128
RIVIERA BEACH, FL 33404

PROJECT DESCRIPTION: MODIFICATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 30.91 ACRES OF HIGHWAY DEVELOPMENT KNOWN AS JOG ROAD NORTH OF OKEECHOBEE THROUGH HAMILTON BAY/MALLORY SQUARE.

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 15 TWP 43S RGE 42E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 981223-12, dated December 23, 1998. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

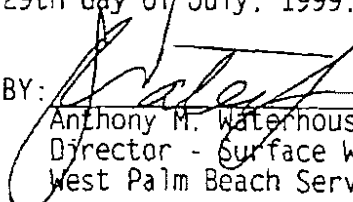
Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached General Conditions.
3. the attached 11 Special Conditions and
4. the attached 4 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 29th day of July, 1999, in accordance with Section 120.60(3), Florida Statutes.

BY: 
Anthony M. Waterhouse, P.E.
Director - Surface Water Management
West Palm Beach Service Center

COPIES
TONYA R. LEONARD
JUNE WASHINGTON
DEBRA HARRIS
DEBRA F. HARRIS

Certified Mail No. Z 532 993 189

Enclosures

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.

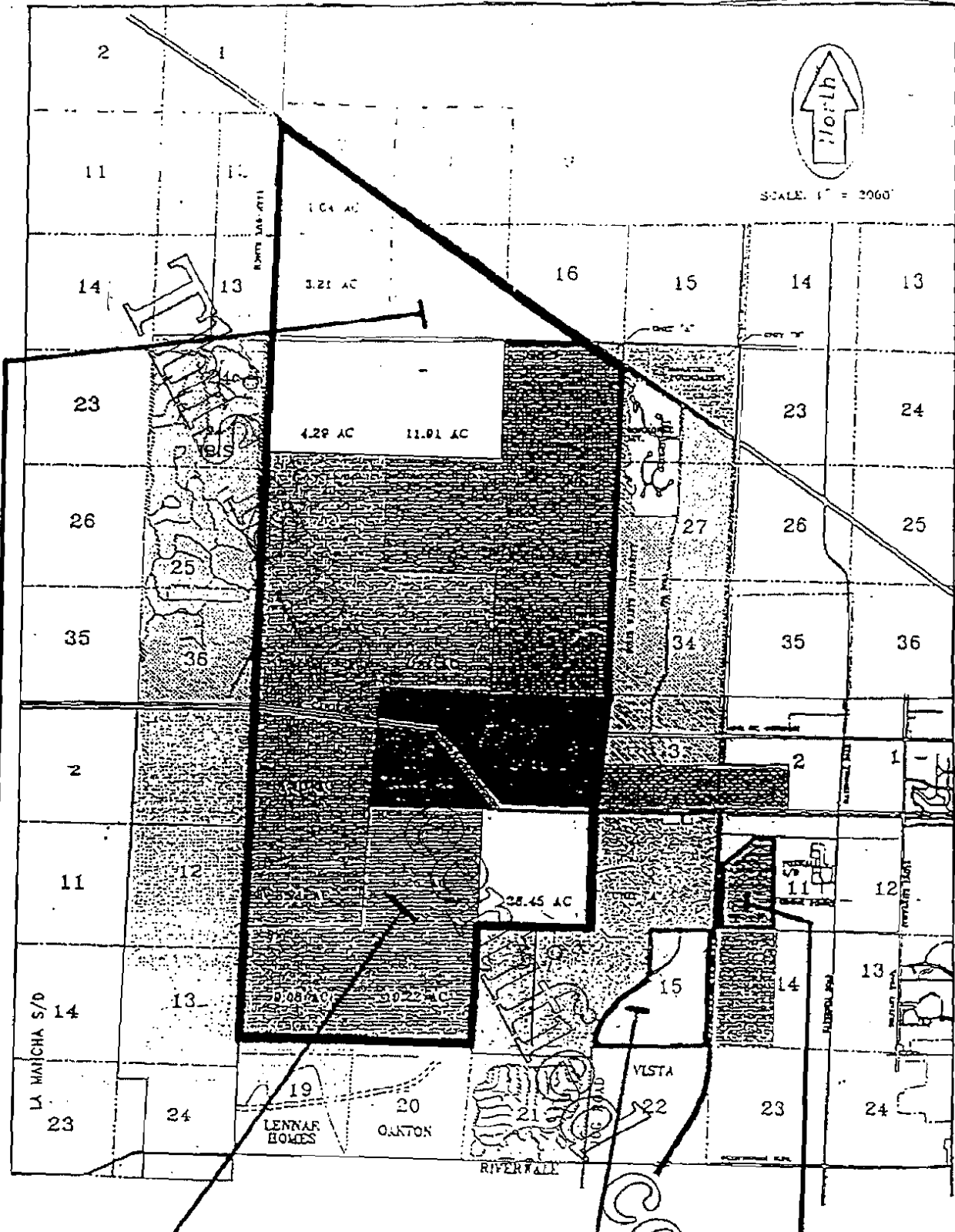
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT. THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEES TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

SPECIAL CONDITIONS

1. DISCHARGE FACILITIES: THROUGH PREVIOUSLY PERMITTED FACILITIES.
2. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
3. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
4. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
5. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
6. ALL SPECIAL CONDITIONS PREVIOUSLY STIPULATED BY PERMIT NUMBER 50-04120-P REMAIN IN EFFECT UNLESS OTHERWISE REVISED AND SHALL APPLY TO THIS MODIFICATION.
7. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF FUTURE PHASES, PAVING, GRADING, AND DRAINAGE PLANS SHALL BE SUBMITTED TO THE DISTRICT FOR PERMIT MODIFICATIONS.
8. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF THE PERMITTEE. PRIOR TO TRANSFER OF TITLE FOR ANY PORTION OF THE PROJECT TO A THIRD PARTY, MODIFICATION OF THE PERMIT WILL BE REQUIRED TO VERIFY CONTINUED COMPLIANCE WITH LIMITING CONDITION NO. 8.
9. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
10. MINIMUM ROAD CROWN ELEVATION:
 - STATION 047+58 TO STATION 100+00: 18.0 FEET NGVD
 - STATION 100+00 TO STATION 162+32: 19.0 FEET NGVD
11. REFERENCE IS MADE TO EXHIBIT 2, SHEETS 1 THROUGH 65. BY PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS, CONSISTING OF DRAINAGE DETAILS, CROSS SECTIONS AND PLAN/PROFILE SHEETS. THE DRAWINGS HAVE BEEN SIGNED AND SEALED BY BOGDAN T. PIORKOWSKI, P.E., OF PALM BEACH COUNTY ENGINEERING ON NOVEMBER 18, 1998 AND HAVE BEEN INCLUDED IN THIS PERMIT FILE BY REFERENCE (PLEASE REFER TO PERMIT FILE).

COPY



WATER CATCHMENT AREA

HAMILTON BAY/MALLORY SQUARE

CITY OF WEST PALM BEACH WASTEWATER TREATMENT FACILITY

2017

PROJECT: JOG ROAD NORTH OF OKEECHOBEE THRU BURGESS MONTCLAIR

PERMIT SUMMARY SHEET

APPLICATION NUMBER: 981223-12

PERMIT MODIFICATION NO.: 50-04120-P-02

LOCATION: PALM BEACH COUNTY, S15/T43S/R42E

OWNER: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

ENGINEER: SCHAEFER FAGAN CONSULTING ENGINEERING INC

PROJECT AREA: 30.91 ACRES DRAINAGE AREA: 30.91 ACRES

PROJECT USE: HIGHWAYS

FACILITIES:

1. EXISTING: Presently, this is an undeveloped site which is located immediately west of the Florida Turnpike and the City of West Palm Beach standby wetland. Vista Center, a golf course and commercial development, is situated to the south and east of the project area. The West Palm Beach Water Catchment Area is located to the northwest of the site, separated by a buffer area (please refer to Exhibit 1).

Immediately north of its intersection with Okeechobee Boulevard, Jog Road has been constructed as its ultimate roadway section. The roadway then begins to taper to a two-lane section and terminates approximately 1.0 mile to the north.

On April 10, 1986, the Governing Board of this District issued construction and operation approval for a section of Jog Road (north of Okeechobee Boulevard) which would discharge to the adjacent Vista Center master surface water management (SWM) system.

On December 10, 1998, a letter of Conceptual Approval was issued for a SWM system serving 373.5 acres of residential development known as Golden West. On April 15, 1999, construction and operation approval was issued for the backbone SWM system and for various sections within the development.

2. PROPOSED: Reference is made to Exhibit 2, Sheets 1 through 65, by Palm Beach County Engineering and Public Works, consisting of Drainage Details, Cross Sections and Plan/Profile sheets. The drawings have been signed and sealed by Bogdan T. Piodkowski, P.E., of Palm Beach County Engineering on November 18, 1998 and have been included in this permit file by reference (please refer to permit file).

Authorization for construction and operation has been requested for a SWM system serving 30.91 acres of highway development known as Jog Road. Of the referenced project area, 16.73 acres lies within

Exhibit 3A

APPLICATION NUMBER: 981223-12

and discharges to the previously permitted Hamilton Bay/Mallory Square residential development. An additional 14.18 acres of Jog Road R/W continues south of the residential property, toward Okeechobee Boulevard, and has been permitted to discharge through the adjacent Vista Center Development.

Runoff from the project will be collected by a series of inlets and culverts and directed to the Vista Center and Hamilton Bay/Mallory Square master SWM systems for water quality treatment and storm attenuation. Runoff collected by inlets from Station 47+58 through Station 100+00 will be directed to the Vista Center master SWM system with a final outfall into the C-51 Canal. Beginning at Station 100+00 through Station 162+32, runoff will be directed to the Hamilton Bay/Mallory Square master SWM system and ultimately discharge to the C-17 Canal.

PROJECT LEVEL:

DRAINAGE BASIN: C-17 & C-51

RECEIVING BODY: HAMILTON BAY/MALLORY SQUARE & VISTA CENTER MASTER SYSTEMS

WATER QUALITY:

Water quality treatment for the proposed section of roadway will be provided in the Vista Center and Hamilton Bay/Mallory Square surface water management systems.

ENVIRONMENTAL ASSESSMENT:PROJECT SITE DESCRIPTION:

The project area consists of a dedicated right-of-way corridor through the permitted Hamilton Bay/Mallory Square development. The entire area has been cleared and graded as part of the construction authorization for Hamilton Bay/Mallory Square.

APPLICATION NUMBER: 981223-12

ENVIRONMENTAL SUMMARY:

The applicant is proposing to construct a portion of Jog Road through the previously permitted Hamilton Bay/Mallory Square development. All wetland impacts associated with this project were approved and mitigated for as part of the Hamilton Bay/Mallory Square project, SFWMD Permit No. 50-04120-P, Application No. 981016-17.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, the District has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

APPLICABLE LAND USE:

The categories listed as TOTAL ACREAGE and PAVEMENT include 14.18 acres and 11.35 acres, respectively, of the proposed section of Jog which will connect from its existing terminus (just north of Okeechobee Boulevard) to the Hamilton Bay/Mallory Square southern boundary.

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE
TOTAL ACRES	30.91		30.91 acres
PAVEMENT	25.08		25.08 acres
PERVIOUS	5.83		5.83 acres

COMMENTS:

1. Discharge Rate: This section of Jog Road, beginning at its existing terminus, extending north for approximately 6,200 lineal feet, will overflow to the Vista Center and Hamilton Bay/Mallory Square master surface water management systems. The proposed project is consistent with the site grading and land use assumptions from the design of the respective surface water management systems, therefore, discharge will not be limited to a specified rate for the design storm event.

APPLICATION NUMBER: 981223-12

DIVISIONAL APPROVAL:

NATURAL RESOURCE MANAGEMENT

Donald L. Medella
Donald L. Medella

DATE: 7/23/99

SURFACE WATER MANAGEMENT

Maria C. Clemente
Maria C. Clemente, P.E.O.

DATE: 7/23/99

THIS IS NOT A CERTIFIED COPY

STAFF REPORT DISTRIBUTION LIST

JOG ROAD NORTH OF OKEECHOBEE THRU BURGESS MONTCLAIR

APPLICATION NUMBER: 981223-12

PERMIT MODIFICATION NUMBER: 50-04120-P-02

INTERNAL DISTRIBUTION

Reviewer:

X Kevin P. Snell

X Kristina K. Serbesoff

X Donald L. Medellin

X Maria C. Clemente, P.E.

J. Giddings - LEC

J. Golden - REG

X J. Gronberg

F. Lund - LEC

R. Robbins - NRM

X P. Walker - GPA

A. Waterhouse - REG

X 50-01329-S PERMIT FILE

X P. Bell - LEG

Enforcement

X Environmental PPS Reviewer

X Environmental Resource Compliance

X Permit File

DEPT. OF ENVIRONMENTAL PROTECTION

EXTERNAL DISTRIBUTION

X Applicant:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

X Applicant's Consultant

SCHAEFER FAGAN CONSULTING ENGINEERING IN

X Engineer, County of:

PALM BEACH

X Engineer, City of:

West Palm Beach

X Local Drainage District:

NPBCID

COUNTY

X Palm Beach -Building Division

-Environmental Res Mgmt.

-Health Dept.

-Land Development Div.

-School Brd., Growth Mgt.

BUILDING AND ZONING

OTHER

X David Sinclair

D.G.F.W.F.C.

FBEP

Florida Audubon - Charles Lee

Mr. Ed Dailey, President

X Terrell K. Arline



Form #0295
Rev. 5/93

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT NO. 50-04395-W**

(NON - ASSIGNABLE)

Date Issued: SEPTEMBER 9, 1999

Expiration Date: September 9, 2002

Authorizing: THE USE OF SURFACE WATER FROM THE SURFICIAL AQUIFER FOR DEWATERING USE WITH AN ANNUAL ALLOCATION OF 1.769 MILLION GALLONS.

Located In: Palm Beach County,

S15/T43S/R42E

Issued To: GOLDEN WEST
(HAMILTON BAY/MALLORY SQUARE)
C/O SCHAEFER FAGAN CONSULTING ENGINEERS
4152 WEST BLUE HERON BLVD
RIVIERA BEACH, FL 33404

This Permit is issued pursuant to Application No. 990204-7, dated June 21, 1999, for the Use of Water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Ch. 173 Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Special Conditions are as follows:

SEE PAGES 2-5 OF 5 (30 LIMITING CONDITIONS)

Filed with the Clerk of the South Florida Water Management District

South Florida Water Management District, by its Governing Board

On 9-20-99

By [Signature]
Deputy Clerk

By [Signature]
Assistant Secretary

PAGE 1 OF 5

LIMITING CONDITIONS

1. IN THE EVENT OF A DECLARED WATER SHORTAGE, WATER WITHDRAWAL REDUCTIONS WILL BE ORDERED BY THE DISTRICT IN ACCORDANCE WITH THE WATER SHORTAGE PLAN, CHAPTER 40E-21, FLORIDA ADMINISTRATIVE CODE. THE APPLICANT IS ADVISED THAT DURING A WATER SHORTAGE PUMPAGE REPORTS SHALL BE SUBMITTED AS REQUIRED BY CHAPTER 40E-21, FLORIDA ADMINISTRATIVE CODE.
2. SOURCE CLASSIFICATION IS:
 - A) SURFACE WATER FROM THE SURFICIAL AQUIFER
3. PERMITTEE SHALL MITIGATE ANY ADVERSE IMPACT ON EXISTING LEGAL USES CAUSED BY WITHDRAWALS. WHEN ADVERSE IMPACTS OCCUR, OR ARE IMMINENT, THE DISTRICT RESERVES THE RIGHT TO CURTAIL WITHDRAWAL RATES. ADVERSE IMPACTS ARE:
 - A) REDUCTION IN WELL WATER LEVELS THAT IMPAIRS THE ABILITY OF AN ADJACENT WELL, INCLUDING A DOMESTIC WELL, LAWN IRRIGATION WELL, OR PUBLIC WATER SUPPLY WELL, TO PRODUCE WATER BY 10% OR GREATER.
 - B) SIGNIFICANT REDUCTION IN LEVELS IN AN ADJACENT WATER BODY SUCH AS A LAKE, POND, OR A CANAL SYSTEM THAT IMPAIRS THE ABILITY TO PRODUCE WATER BY 10% OR GREATER.
 - C) SALINE WATER INTRUSION OR INDUCED MOVEMENT OF POLLUTANTS INTO THE WATER SUPPLY OF AN ADJACENT WATER USE, RESULTING IN A SIGNIFICANT REDUCTION IN WATER QUALITY, AND
 - D) CHANGE IN WATER QUALITY CAUSED BY THE PERMITTEE THAT RESULTS IN SIGNIFICANT IMPAIRMENT OR LOSS OF USE OF A WELL OR WATER BODY.
4. PERMITTEE SHALL MITIGATE ANY ADVERSE IMPACT ON EXISTING OFF-SITE LAND USE AS A CONSEQUENCE OF WITHDRAWALS PERMITTED HEREIN. IF INCREASED WITHDRAWALS CAUSE AN ADVERSE IMPACT ON EXISTING LAND USE, THE DISTRICT RESERVES THE RIGHT TO CURTAIL FUTURE WITHDRAWAL RATES. ADVERSE IMPACTS ARE:
 - A) SIGNIFICANT REDUCTION IN WATER LEVELS IN AN ADJACENT SURFACE WATER BODY, INCLUDING IMPOUNDMENTS, TO THE EXTENT THAT THE DESIGNED FUNCTION OF THE WATER BODY IS IMPAIRED.
 - B) LAND COLLAPSE OR SUBSIDENCE CAUSED BY REDUCTION IN WATER LEVELS; AND
 - C) DAMAGE TO CROPS AND OTHER TYPES OF VEGETATION.
5. AUTHORIZED REPRESENTATIVES OF THE DISTRICT SHALL BE PERMITTED TO ENTER, INSPECT, AND OBSERVE THE PERMITTED SYSTEM TO DETERMINE COMPLIANCE WITH SPECIAL CONDITIONS.
6. IF ANY CONDITION OF THE PERMIT IS VIOLATED, THE PERMIT SHALL BE SUBJECT TO REVIEW AND POSSIBLE MODIFICATION, ENFORCEMENT ACTION, OR REVOCATION.
7. APPLICATION FOR A PERMIT MODIFICATION MAY BE MADE AT ANY TIME.

PERMIT NO: 50-04395-W
PAGE 3 OF 5

8. WITHDRAWAL FACILITIES ARE:

SURFACE WATER - PROPOSED:

3 - 8" X 150 HP X 2500 GPM CENTRIFUGAL PUMPS

9. THIS PERMIT SHALL EXPIRE ON SEPTEMBER 09, 2002.

10. ANNUAL ALLOCATION SHALL NOT EXCEED 1769 MG.

MAXIMUM DAILY ALLOCATION SHALL NOT EXCEED 10.80 MG.

11. USE CLASSIFICATION IS DEWATERING.

12. THE PERMITTEE IS ADVISED THAT THIS PERMIT DOES NOT RELIEVE ANY PERSON FROM THE REQUIREMENT TO OBTAIN ALL NECESSARY FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS.

13. THE PERMIT DOES NOT CONVEY ANY PROPERTY RIGHT TO THE PERMITTEE, NOR ANY RIGHTS AND PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-2, F.A.C.

14. IF ADVERSE IMPACTS OCCUR TO NATURAL RESOURCES AS A RESULT OF THE PERMITTEE'S WATER WITHDRAWALS, THE PERMITTEE SHALL MITIGATE FOR SUCH IMPACTS. WHEN ADVERSE IMPACTS OCCUR, OR ARE IMMINENT, DISTRICT RESERVES THE RIGHT TO CURTAIL WITHDRAWAL RATES. EXAMPLES OF ADVERSE IMPACTS ARE:

- A) REDUCTION IN GROUND WATER LEVELS THAT RESULTS IN SIGNIFICANT LATERAL MOVEMENT OF THE FRESH WATER/SALT WATER INTERFACE.
- B) REDUCTION IN WATER LEVELS THAT ADVERSELY IMPACT THE HYDROPERIOD OF PROTECTED WETLAND ENVIRONMENTS.
- C) SIGNIFICANT REDUCTION IN WATER LEVELS OR HYDROPERIOD IN A NATURALLY OCCURRING WATER BODY SUCH AS A LAKE OR POND.
- D) INDUCED MOVEMENT OR INDUCTION OF POLLUTANTS INTO THE WATER SUPPLY RESULTING IN A SIGNIFICANT REDUCTION IN WATER QUALITY, AND
- E) SIGNIFICANT HARM TO THE NATURAL SYSTEM INCLUDING DAMAGE TO HABITAT FOR RARE OR ENDANGERED SPECIES.

15. PRIOR TO MARCH 09, 2000, PERMITTEE SHALL PROVIDE THE RESULTS OF THE CALIBRATION TESTING OF THE IDENTIFIED WATER ACCOUNTING METHOD(S) AND EQUIP ALL EXISTING AND PROPOSED WITHDRAWAL FACILITIES WITH APPROVED WATER USE ACCOUNTING METHOD(S) PURSUANT TO SECTION 4-1 OF THE WATER USE BASIS OF REVIEW.

16. PERMITTEE SHALL SUBMIT ALL DATA AS REQUIRED BY THE IMPLEMENTATION SCHEDULE FOR EACH OF THE LIMITING CONDITIONS TO: S.F.W.M.D., SUPERVISING PROFESSIONAL - P.P.C., WATER USE DIVISION (4040) P.O. BOX 24680, WEST PALM BEACH, FL 33416-4680.

17. THE PERMITTEE SHALL MAINTAIN RECORDS OF THE CALIBRATED DAILY WITHDRAWALS FROM EACH PUMP. THESE RECORDS SHALL BE AVAILABLE FOR REVIEW UPON REQUEST BY DISTRICT STAFF. MONTHLY WITHDRAWALS FOR EACH PUMP SHALL BE SUBMITTED TO THE DISTRICT QUARTERLY. MAXIMUM DAILY WITHDRAWALS FOR EACH MONTH FOR THE ENTIRE SYSTEM SHALL BE SUBMITTED TO THE DISTRICT QUARTERLY. THE WATER ACCOUNTING METHOD AND MEANS OF CALIBRATION SHALL BE STATED ON EACH REPORT.
18. IF THE NEED TO EXCEED THE ALLOCATION SPECIFIED IN LIMITING CONDITION NUMBER 10 ARISES, THE PERMITTEE MAY SUBMIT, FOR DISTRICT STAFF REVIEW, A REQUEST FOR A MODIFICATION OF THIS PERMIT OR THE ISSUANCE OF AN EMERGENCY WATER USE PERMIT. IF THE NEED TO EXCEED THE SPECIFIED MAXIMUM DAILY ALLOCATION ARISES AS A CONSEQUENCE OF UNUSUAL RAINFALL CONDITIONS, THE PERMITTEE IS REQUIRED TO RECEIVE APPROVAL FROM DISTRICT STAFF PRIOR TO EXCEEDING THE WITHDRAWAL RATES AUTHORIZED IN THIS PERMIT.
19. THE BORROW PIT SHALL BE CONSTRUCTED USING SOUND ENGINEERING PRACTICE. IF THE EXCAVATION ENDANGERS THE PROPERTIES OF ADJACENT OWNERS (THROUGH EROSION, SIDE WALL COLLAPSE, ETC.), THE PERMITTEE SHALL CEASE OPERATION UPON NOTIFICATION BY THE DISTRICT UNTIL A METHOD TO PREVENT SUCH OCCURRENCES IS FOUND AND INSTITUTED. IF THE EXCAVATION ENDANGERS THE PROPERTIES OF ADJACENT OWNER (THROUGH EROSION, SIDE WALL COLLAPSE, ETC.), THE PERMITTEE SHALL BE RESPONSIBLE FOR FINDING AND INSTITUTING METHODS TO STOP SUCH OCCURRENCES.
20. THE PERMITTEE IS ADVISED THAT THIS PERMIT DOES NOT RELIEVE IT OF COMPLYING WITH ALL COUNTY, STATE AND FEDERAL REGULATIONS GOVERNING THESE OPERATIONS, MAINTENANCE, AND RECLAMATION OF THE BORROW PIT.
21. PERMITTEE SHALL ESTABLISH AND MAINTAIN A SURVEYED DATUM POINT FROM WHICH WATER LEVELS IN THE BORROW PIT CAN BE REFERENCED.
22. PERMITTEE SHALL IMMEDIATELY CEASE DEWATERING WHEN CONTINUED DEWATERING WOULD CREATE A CONDITION HAZARDOUS TO THE HEALTH, SAFETY, AND GENERAL WELFARE OF THE PEOPLE OF THE DISTRICT.
23. PERMITTEE SHALL BE RESPONSIBLE FOR CLEARING SHOALING IF THE PERMITTEE'S DEWATERING OPERATION CREATES SHOALING IN ADJACENT WATER BODIES.
24. PERMITTEE SHALL COMPLY WITH TURBIDITY AND GENERAL WATER QUALITY STANDARDS FOR SURFACE DISCHARGE INTO RECEIVING STREAMS, AS ESTABLISHED BY CHAPTER 62-3, FLORIDA ADMINISTRATIVE CODE (F.A.C.).
25. PERMITTEE SHALL NOT LOWER THE WATER TABLE BELOW 0 FEET NGVD WHICH IS 16 FEET BELOW GROUND SURFACE. THE DEPTH OF THE PIT SHALL NOT EXCEED 30 FEET BELOW GROUND SURFACE.
26. UPON COMPLETION OF CONSTRUCTION, ALL ABOVE GROUND DIKES, LEVEES, AND BERMS THAT WILL CONTAIN WATER SHALL BE SUBSEQUENTLY INSPECTED FOR STRUCTURAL ADEQUACY IN APRIL AND NOVEMBER, WITH REPORTS SUBMITTED TO THE DISTRICT THE FOLLOWING MONTH. THESE REPORTS SHALL INCLUDE PROPOSAL OF TECHNIQUE AND SCHEDULE FOR REPAIR OF ANY DEFICIENCIES NOTED, AND SHALL BE SIGNED AND

SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER.

27. ALL DEWATERING WATER SHALL BE RETAINED ON THE PERMITTEE'S LAND. OFF-SITE DISCHARGE OF DEWATERING EFFLUENT SHALL NOT BE MADE.
28. EVERY TWO YEARS FROM THE DATE OF PERMIT ISSUANCE, THE PERMITTEE SHALL SUBMIT RE-CALIBRATION DATA ON EACH WATER PUMPING ACCOUNTING FACILITY, FOR THOSE PERMITTEES WHOSE ACCOUNTING METHOD(S) REQUIRE RE-CALIBRATION.
29. DURING TIMES OF DISCHARGE TO THE NPBCID TURNPIKE CANAL, TURBIDITY MEASUREMENTS SHALL BE MADE TWICE DAILY AT THE POINT OF DISCHARGE FROM THE PROJECT SITE AND SUBMITTED TO THE DISTRICT WEEKLY. IF TURBIDITY LEVELS EXCEED STATE WATER QUALITY STANDARDS, THE APPLICANT IS REQUIRED TO CORRECT THE SITUATION AND CEASE DEWATERING OPERATIONS UNTIL WATER QUALITY STANDARDS ARE MET.
30. PRIOR TO COMMENCING DEWATERING, THE PERMITTEE SHALL:
- A. SUBMIT PLANS FOR REVIEW AND APPROVAL IDENTIFYING THE LOCATION, ORIENTATION AND SPECIFICATIONS OF THE RECHARGE TRENCH SYSTEM AND MONITORING WELLS.
- B. CONSTRUCT THE APPROVED RECHARGE TRENCH SYSTEM AND INSTALL ONE STAFF GAUGE IN EACH OF THE TWO RECHARGE TRENCHES AND FOUR PAIRS OF MONITORING WELLS. EACH PAIR CONSISTING OF ONE WELL CONSTRUCTED TO 4 FEET BELOW LAND SURFACE (BLS) AND THE OTHER WELL CONSTRUCTED TO 16 FEET BLS. EACH MONITORING WELL PAIR SHALL BE LOCATED BETWEEN THE RECHARGE TRENCHES AND THE LAKE CONSTRUCTION ADJACENT TO LAKES 2, 3, 7, AND 9 AS SHOWN IN EXHIBIT 6. IN ADDITION, THE PERMITTEE SHALL INSTALL A STAFF GAUGE IN EACH LAKE UPON COMPLETION OF ITS EXCAVATION. WATER LEVEL DATA FROM ALL MONITORING POINTS SHALL BE COLLECTED WEEKLY AND SUBMITTED TO THE DISTRICT WEEKLY.
- C. CONTACT THE DISTRICT'S POST-PERMIT COMPLIANCE SECTION TO SCHEDULE A SITE INSPECTION OF THE RECHARGE TRENCH SYSTEM AND MONITORING WELLS, AND RECEIVE WRITTEN APPROVAL FROM THE DISTRICT PRIOR TO BEGINNING DEWATERING.
- AFTER INITIATION OF DEWATERING, THE PERMITTEE SHALL ENSURE THAT:
- D. WHEN WATER LEVELS IN THE RECHARGE TRENCH AND THOSE IN THE MONITORING WELLS LOCATED ADJACENT TO THE TRENCH DIFFER BY MORE THAN TWO FEET FOR TWO CONSECUTIVE READINGS, THE TRENCH SHALL BE CLEANED OF SEDIMENTS. SHOULD THE WATER LEVELS IN THE MONITORING WELLS FAIL TO RECOVER TO WITHIN LESS THAN TWO FEET BELOW THE WATER LEVELS IN THE RECHARGE TRENCH, DEWATERING SHALL CEASE PENDING DISTRICT EVALUATION OF THE RECHARGE TRENCH SYSTEM.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
 Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

CON 24-06

Regulation Department
 Application No.: 991020-19

November 4, 1999

Ken Bailey
 Arland Community Development
 448 Viking Drive Suite 225
 Virginia Beach, VA 23452

Dear Permittee:

SUBJECT: PERMIT MODIFICATION NO.: 50-04120-P
 Project: HAMILTON BAY/MALLORY SQUARE
 Location: PALM BEACH COUNTYS15/T43S/R42E

District staff has reviewed the information submitted on October 20, 1999, (copy attached) from Mr. Ed Weinberg of EW Consultants, Inc. requesting a modification to revise the mitigation work schedule for the subject project due to delays in construction, finalizing bonds, and soliciting bids.

District staff has determined the proposed modification is in compliance with the intent of the original permit and appropriate provisions of F.A.C. Rule 40E-4.331(2)(b). Therefore, the change to Special Condition Number 24 of Permit 50-04120-P issued on April 15, 1999, has been recorded into our files. Attach a copy of this letter and the revised schedule to the original permit for your records. Please understand that your permit remains subject to the Nineteen (19) General Conditions and all other Special Conditions not modified and as originally issued.

Should you have any questions or require further assistance, please contact Ray Miller at (561) 682-6947.

Sincerely,

Rudy O. Smith
 Sr. Regulatory Supervisor
 West Palm Beach Service Center

ROS/rm

- c: Ed Weinberg, EW Consultants, Inc.
- Bob Paulson, ACOE, West Palm Beach
- Ken Reardon, Dept of Public Util., City of WPB
- Steve Liller, Arland Community Development, West Palm Beach

GOVERNING BOARD

Michael Collins, Chairman
 Michael D. Minton, Vice Chairman
 Mitchell W. Berger

Vera M. Carter
 Gerardo B. Fernandez
 Patrick J. Gleason

Nicolas J. Gutierrez, Jr.
 Harkley R. Thornton
 Trudi K. Williams

EXECUTIVE OFFICE

Frank R. Finch, P.E., Executive Director
 James E. Blount, Chief of Staff

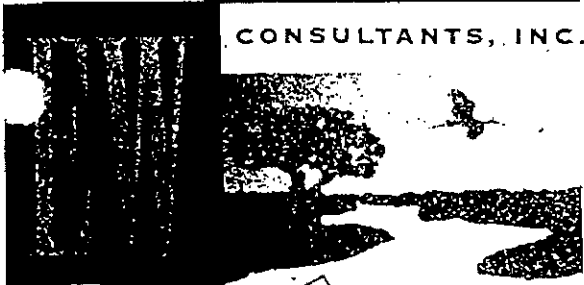
Permittee Copy

SPECIAL CONDITIONS

1. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
JANUARY 31, 2000	ROAD REMOVAL IN SE CORNER OF MITIGATION AREA
JANUARY 31, 2000	PLACE FILL TO STOP FLOWS FROM FDOT LAKE
MARCH 31, 2000	INSTALL IMPERMEABLE BARRIER
MARCH 31, 2000	BERM CONSTRUCTION ON EAST SIDE OF MITIGATION
MARCH 31, 2000	EXCAVATE FLOWWAY ADJACENT TO BERM
MARCH 31, 2000	INSTALL MITIGATION WATER LEVEL MONIT. SYSTEM
JUNE 30, 2000	EXCAVATE INTERNAL FLOWWAYS IN MITIGATION AREA
JUNE 30, 2000	EXOTIC/NUISANCE VEGETATION REMOVAL
JUNE 30, 2000	PLANTING MITIGATION AREA
JUNE 30, 2000	PLANTING WETLAND MITIGATION AREA BUFFERS
JULY 31, 2000	TIME ZERO MONITORING REPORT
NOVEMBER 30, 2001	FIRST MONITORING REPORT
NOVEMBER 30, 2002	SECOND MONITORING REPORT
NOVEMBER 30, 2003	THIRD MONITORING REPORT
NOVEMBER 30, 2004	FOURTH MONITORING REPORT
NOVEMBER 30, 2005	FIFTH MONITORING REPORT

This is a Certified Copy



ENVIRONMENTAL CONSULTANTS, INC.

ORIGINAL SUBMITTAL

OCT 20 1999

WPB

RECEIVED

OCT 20 1999

ENVIRONMENTAL SECTION
NRM

October 19, 1999

Ray Miller
 South Florida Water Management District
 3301 Gun Club Road
 West Palm Beach, FL 33406

RE: Permit No. 50-04129-P; Hamilton Bay/Mallory Square

Dear Ray:

This letter is being provided to update you on the status of the permit requirements for the above referenced project. There are several items that were initially scheduled for completion by August 31, 1999, as well as others that are scheduled for completion in the next few months that have fallen behind schedule. A detailed summary of these items is provided below.

- 1) **Submit recorded copy of restrictive covenants (due 5/15/99)** - A fully executed copy of the recorded restrictive covenants was transmitted to SFWMD by letter dated October 6, 1999.
- 2) **Place fill plug in ditch from DOT Lake (due 8/31/99)** - An on-site pre-construction meeting was held in August, however, weather and construction delays have pushed back several necessary items to complete this activity. Specifically, the clearing necessary to access this area, as well as grading of the access road had not been completed, thus the necessary fill could not be delivered. Based on the present site conditions, this effort is expected to be completed in January 2000. A proposed modified project schedule reflecting this change is provided with this letter.
- 3) **Remove berm/road at SE corner of mitigation area (due 8/31/99)** - An on-site pre-construction meeting was held in August, however, weather and construction delays have pushed back several necessary items to complete this activity. Specifically, the clearing necessary to access this area, had not been completed, thus the necessary earthwork could not be completed. Based on the present site conditions, this effort is expected to be completed in January 2000. A proposed modified project schedule reflecting this change is provided with this letter.

- 4) **Install impermeable barrier (due 9/30/99)** - As with items 2) and 3) above, site conditions have resulted in a delay of this activity. Additionally, an agreement is being negotiated with the City of West Palm Beach to coordinate construction of this and the following item. It is anticipated that this item can be completed in March 2000. A proposed modified project schedule reflecting this change is provided with this letter.
- 5) **Construct berm/flowway on east boundary of mitigation (due 11/30/99)** - As stated above, an agreement is currently being negotiated with the City of West Palm Beach regarding this construction. Because the berm/flowway structure as depicted in the mitigation plan is a required element of the City's water reuse project, construction will ultimately be the responsibility of the City under the aforementioned agreement. However, a smaller berm will be constructed as part of the Golden West project during installation of the impermeable barrier. That berm will be of sufficient height to contain surface water within the mitigation area as designed, until the City constructs their flowway/berm.
- 6) **Remaining mitigation specific construction (due 10/31/99 thru 12/31/99)** - The mitigation construction activity is to be conducted as part of the NPBCID bond for the project. There have been substantial delays in finalizing the bond and soliciting bids, and these items will be delayed as a result. Based on the current status of the bond process, bid opening for this project cannot yet be projected accurately. Based on the anticipated construction time period for the selected contractor, the completion date for the mitigation construction activity (exotic removal, flowways, replanting, etc.) is anticipated to be 180 days after Notice to Proceed to the selected contractor.

This letter is a formal request for modification of the time schedule for the requested items, including the mitigation construction. Additionally, the dates for submittal of time zero and annual monitoring reports will need to be modified accordingly. A proposed project schedule reflecting these changes is included with this letter.

Please contact me when you have had a chance to review this request so that we can proceed in a manner that maintains compliance with the permit.

Sincerely,
 EW Consultants, Inc.

Ed Weinberg
 Ed Weinberg, President

cc: Ken Bailey
 Steve Liller
 Bob Brown

PROPOSED REVISED PROJECT SCHEDULE

Submit Copy of Recorded Restrictive Covenants	Complete
Submit Copy of Executed Letter of Credit	Complete
Remit Payment to Palm Beach County Unit 11	Complete
Submit Verification of Payment for Unit 11	Complete
Place Fill to Stop Flows from DOT Lake	January 2000
Road Removal in SE Corner of Mitigation	January 2000
Install Impermeable Barrier	March 2000
Excavate Internal Flowways in Mitigation Area	June 2000 (approximate)
Berm Construction on East Side of Mitigation	March 2000
Excavate Flowway Adjacent to Berm	March 2000
Eradication of Exotic/Invasive Vegetation	June 2000 (approximate)
Planting of Mitigation Area	June 2000 (approximate)
Planting Wetland Mitigation Area Buffers	June 2000 (approximate)
Install Mitigation Water Level Monitoring System	March 2000
Time Zero Monitoring Report Submittal	July 2000 (approximate)
First Monitoring Report Submittal	November 2001 (approximate)
Submit Target Hydrograph from Monitoring	November 2001
Second Monitoring Report Submittal	November 2002 (approximate)
Third Monitoring Report Submittal	November 2003 (approximate)
Fourth Monitoring Report Submittal	November 2004 (approximate)
Fifth Monitoring Report Submittal	November 2005 (approximate)

Certified Copy



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
PERMIT MODIFICATION NO. 50-04120-P

DATE ISSUED: APRIL 13, 2000

FORM 10157
Rev. 08/95

PERMITTEE: HAE JOINT VENTURE
(HAMILTON BAY/MALLORY SQUARE)
2350 SOUTH CONGRESS AVENUE,
DELRAY BEACH, FL 33445

GOLDEN WEST LIMITED PARTNERSHIP
(HAMILTON BAY/MALLORY SQUARE)
448 VIKING DRIVE, SUITE 200,
VIRGINIA BEACH, VA 23452

ORIGINAL PERMIT ISSUED: DECEMBER 10, 1998

ORIGINAL PROJECT DESCRIPTION: AUTHORIZATION FOR CONCEPTUAL APPROVAL OF A SWM SYSTEM SERVING 373.5 ACRES OF RESIDENTIAL DEVELOPMENT TO BE KNOWN AS GOLDEN WEST. THE AUTHORIZATION WILL ALSO INCLUDE CONSTRUCTION/OPERATION APPROVAL FOR CLEARING, SPECIFIC ONLY TO THE UPLAND PORTIONS OF THE SITE.

APPROVED MODIFICATION: AUTHORIZATION FOR MODIFICATION OF A SWM SYSTEM SERVING 373.5 ACRES OF RESIDENTIAL DEVELOPMENT, KNOWN AS HAMILTON BAY/MALLORY SQUARE, TO ALLOW FOR SUBSTITUTING TWO ALTERNATING 8 CFS (3590 GPM) PUMPS (TO BE USED SINGULARLY WITH A PROPORTIONALLY REDUCED OPERATING SCHEDULE) FOR THE 3.1 CFS (1400 GPM) AND 4.7 CFS (2100 GPM) PUMPS WHICH WERE TO BE USED SINGULARLY OR IN TANDEM (DEPENDING ON CONDITIONS).

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 15 TWP 43S RGE 42E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit Modification is approved pursuant to Application No. 991215-1, dated December 15, 1999. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV, Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373, F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), F.A.C.

All specifications and special and limiting/general conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitting activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

- SEE PAGES 2 - 3 OF 6 (11 SPECIAL CONDITIONS)
- SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS)

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

FILED WITH THE CLERK OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON 4-20-00
BY [Signature]
DEPUTY CLERK

BY [Signature]
ASSISTANT SECRETARY

SPECIAL CONDITIONS

1. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
2. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
3. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
4. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
5. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
6. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT.
7. PRIOR TO JULY 10, 2000, THE PERMITTEE SHALL PROVIDE THE DISTRICT WITH SATISFACTORY EVIDENCE OF A DISCLOSURE STATEMENT WHICH INFORMS PROSPECTIVE PURCHASERS THAT THE WATER LEVELS IN THE PROJECT'S LAKE MAY DECLINE SIGNIFICANTLY AT CERTAIN TIMES AS A RESULT OF THE WELLFIELD PUMPAGE.
8. DISCHARGE FACILITIES:

1-3590 GPM PUMP
 PUMP-ON AT ELEV. 16.05' NGVD
 PUMP-OFF AT ELEV. 15.50' NGVD

1-3590 GPM PUMP
 PUMP-ON AT ELEV. 16.20' NGVD
 PUMP-OFF AT ELEV. 16.10' NGVD

3500 LF OF 1.67' DIP PRESSURE PIPE

RECEIVING BODY: C-17 CANAL THROUGH CFB-11 CANAL SYSTEM

CONTROL ELEV.: 15.50' NGVD

IN RESPONSE TO MORE SEVERE EVENTS (THOSE WHICH RESULT IN STAGES ABOVE EL. 16.2' NGVD), ONE OF THE TWO ALTERNATING PUMPS WILL DISCHARGE CONTINUOUSLY UNTIL STAGES HAVE BEEN REDUCED TO EL. 16.1. THE 8 CFS (3590 GPM) DISCHARGE RATE IS IDENTICAL TO THE PREVIOUSLY PERMITTED DISCHARGE RATE, FOR SIMILAR CONDITIONS (BETWEEN EL. 16.2 AND EL. 16.1).

IN RESPONSE TO LESSER EVENTS (THOSE WHICH RESULT IN STAGES BETWEEN EL. 16.05 AND EL. 16.2 ON RISING HEAD, AND BETWEEN EL. 16.1 AND EL. 15.5 ON FALLING HEAD), ONE OF THE TWO ALTERNATING PUMPS WILL DISCHARGE SUCH THAT THE OVERALL PUMPING SCHEDULE WILL BE CYCLICAL WITH 3.5 HOUR "ON" PERIODS FOLLOWED BY 3.5 HOUR "OFF" PERIODS. THE RESULTANT 65% REDUCTION IN PUMPING DURATION WILL (WHEN COMBINED WITH THE INVERSELY PROPORTIONAL INCREASE IN PUMP CAPACITY) RESULT IN DISCHARGE RATES WHICH ARE EQUIVALENT TO (WHEN INTEGRATED OVER TYPICAL PUMPING DURATIONS) THE PREVIOUSLY PERMITTED ALLOWABLE DISCHARGE RATE, FOR SIMILAR CONDITIONS (BETWEEN EL. 16.05 AND EL. 16.2 ON RISING HEAD, AND BETWEEN EL. 16.1 AND EL. 15.5 ON FALLING HEAD).

9. GRASS SEED & MULCH, OR SOD, SHALL BE INSTALLED AND MAINTAINED ON ALL DISTURBED AREAS WITHIN 48 HOURS OF COMPLETING FINAL GRADE, AND AT OTHER TIMES, AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES INTO RECEIVING WATERS AND/OR ADJACENT WETLANDS.
10. UNLESS SPECIFICALLY MODIFIED BY THIS PERMIT MODIFICATION, ALL CONDITIONS OF PERMIT NO. 50-04120-P SHALL REMAIN IN FULL EFFECT.
11. WITHIN THIRTY (30) DAYS OF COMPLETION OF THE PUMP INSTALLATION, THE PERMITTEE SHALL SUBMIT SIGNED AND SEALED IN-SITU PUMP RATINGS (FOR THE COMBINED PUMP AND PIPE SYSTEM) WHICH DEMONSTRATE THAT NEITHER PUMP CAN DISCHARGE AT A RATE EXCEEDING THE 8 CFS PERMITTED DISCHARGE RATE.

This is not a certified copy

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A

REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS HELD IN THE BOARD

OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

Permitted Copy



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

BOOK 13056 PAGE 0126
Dorothy H. Wilken, Clerk

CON 24-06

Environmental Resource Regulation Division
Application No.: 000626-15

July 26, 2000

HAE JOINT VENTURE
2350 SOUTH CONGRESS AVE
DELRAY BEACH, FL 33445

AND

GOLDEN WEST LIMITED PARTNERSHIP
448 VIKING DRIVE
SUITE 200
VIRGINIA BEACH, VA 23452

Dear Permittee:

SUBJECT: PERMIT MODIFICATION NO.: 50-04120-P
Project: HAMILTON BAY/MALLORY SQUARE
Location: Palm Beach County, S15/T43S/R42E

District staff has reviewed the information submitted through June 26, 2000, for revisions to the perimeter buffer detail. No other modifications are approved with this authorization. Based on that information, District staff has determined that the proposed activities are in compliance with the original environmental resource permit and appropriate provisions of FAC Rule 40E-4.331(2)(b). Therefore, these changes have been recorded in our files. Please understand that your permit remains subject to the General Conditions and all other Special Conditions not modified and as originally issued.

Sincerely,

Maria C. Clemente
Maria C. Clemente, P.E.
Senior Supervising Engineer
Palm Beach Service Center

MC/re

c: Palm Beach County Engineer
SCHAEFER FAGAN CONSULTING ENGINEERS INC

GOVERNING BOARD

Michael Collins, Chairman
Michael D. Nimsen, Vice Chairman
Mitchell W. Berger

Vera M. Carter
Gerardo B. Fernandez
Patrick J. Gleason

Nicolas J. Gutierrez, Jr.
Harkley R. Thornton
Frudi K. Williams

EXECUTIVE OFFICE

Frank R. Finch, P.E., Executive Director
James E. Blount, Chief of Staff