

SEP-05-1997 4:24pm 97-318949
ORE 9973 Pg 940
01 01 0001 0001 0 0 0 0 0 0 0 0 0 0

This instrument prepared by:

Larry B. Alexander, Esq.
JONES, FOSTER, JOHNSTON & STUBBS, P.A.
505 South Flagler Drive
Suite 1100
Post Office Box 3475
West Palm Beach, Florida 33402-3475

09/27/97

DECLARATIONS OF
COVENANTS, EASEMENTS AND RESTRICTIONS

FOR

LAKEVIEW ESTATES

THIS DECLARATION is made this 5th day of September, 1997, by GOLD COAST HOMES, INC., a Florida corporation, which declares hereby that "The Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to LAKEVIEW HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit,

088 9973 Ps 943

being a "Neighborhood Association" under the Phase Covenants (as hereinafter defined). The Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "E" and "F", respectively.

(b) "Common Areas" shall mean and refer to all property, interests and personalty within The Properties designated as Common Areas from time to time by Plat or otherwise in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including, without limitation, all structures, gatehouses and appurtenant equipment, surface water management systems (including all lakes, retention/detention areas, conservation areas, culverts and related appurtenances), recreational facilities, open space, walkways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon and any other property of Developer not intended to be made Common Areas; provided, however, that certain portions of the Properties (including, without limitation, applicable private roads) shall not be deemed Common Areas to the extent such portions are operated by the Phase Association or the Master Association.

(c) "Conservation Areas" shall mean the portion of The Properties subject to the Conservation Easements.

(d) "Conservation Easements" shall mean the Conservation Easements in favor of the South Florida Water Management District to be recorded in the Public Records of Palm Beach County, Florida.

(e) "Declarant" shall mean and refer to the party holding the status of such under the Master Covenants, as defined below.

(f) "Developer" shall mean and refer to GOLD COAST HOMES, INC., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such, rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(g) "District" shall mean the South Florida Water Management District.

088 9973 Ps 942

(h) "Phase Association" shall mean and refer to Smith Dairy Central Maintenance Association, Inc., a Florida corporation not for profit, having responsibility for certain community-wide aspects of the operation of the overall "Smith Dairy Central" community described in the Phase Covenants.

(i) "Phase Covenants" shall mean and refer to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR SMITH DAIRY CENTRAL MAINTENANCE ASSOCIATION, INC., to be recorded in the Public Records of Palm Beach County, Florida, and, unless the context prohibits, the Articles of Incorporation, By-Laws and Rules and Regulations of the Phase Association, all as now or hereafter further amended, modified or supplemented.

(j) "Limited Common Areas" shall mean and refer to such portions of the Common Areas which are intended for the exclusive use (subject to the rights, if any, of Palm Beach County, the Association and the public) of the Owners of specific Lots, and shall specifically include portions of road rights of way (whether public or private platted tracts) from the edge of the paved road to the boundary line (whether front, side or rear) of the applicable Lot and the mailbox structure and sidewalks therein, if any, not located on a Lot but used by Owners of specific Lots to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Common Areas shall include the Limited Common Areas.

(k) "Master Association" shall mean and refer to Smith Dairy Master Maintenance Association, Inc., a Florida corporation not for profit, which has been formed to administer the Master Covenants, as hereinafter defined.

(l) "Master Covenants" shall mean and refer to the Declaration of Covenants and Restrictions for Smith Dairy Master Maintenance Association, Inc., to be recorded in the Public Records of Palm Beach County, Florida, and, unless the context prohibits, the Articles of Incorporation, By-Laws and Rules and Regulations of the Master Association, all as now are hereafter further amended, modified or supplemented.

(m) "Monitoring and Maintenance Plans" shall mean the Smith Dairy Wetland Monitoring Requirements and the Smith Dairy Wetland Maintenance Requirements, attached hereto as Exhibits "B" and "C" respectively.

ORB 9973 Pg 943

(n) "Lot" shall mean and refer to any Lot on the various plats of portions of The Properties, which plat is designated hereby or by any other recorded instrument to be subject to these covenants and restrictions, any Lot shown upon any resubdivision of any such plat, and any other property hereafter declared as a Lot by Developer and thereby made subject to this Declaration.

(o) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(p) "Member's Permittee" shall mean and refer to a person described in Article VIII, Section 3 hereof.

(q) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(r) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(s) "Unit" shall mean and refer to the individual residential structure constructed on a Lot for which a certificate of occupancy has been issued.

(t) "District Permit" shall mean the South Florida Water Management Permit and conditions attached hereto as Exhibit "D".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described in Exhibit "A" attached hereto, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties".

DBB 9973 Pg 944

Section 2. Supplements. Developer may from time to time bring other land being in the Smith Dairy Central (i.e., that which is subject to the Phase Covenants) and owned by Developer under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners, the Association, the Phase Association, the Master Association or any mortgagee) and thereby add to The Properties. To the extent that such additional real property shall be made a part of The Properties as a common scheme, reference herein to The Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate the Developer to add to the initial portion of The Properties, to develop any such future portions under a common scheme, nor to prohibit Developer (or the applicable Developer-affiliated Owner) from rezoning and changing plans with respect to such future portions of The Properties. All Owners, by acceptance of a deed to or other conveyance of their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Developer (or the applicable Developer-affiliated Owner thereof) and shall evidence such consent in writing if requested to do so by the Developer at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision).

Section 3. Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity other than Declarant, for the purpose of removing certain portions of The Properties then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for The Properties desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Smith Dairy Central (as defined in the Phase Covenants) and is approved by the County Attorney's Office in writing. Any withdrawal of land not owned by Developer shall require the written consent or joinder of the then-owner(s) of such land.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

098 9973 Pg 945

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the single vote for such Lot shall be exercised as they among themselves determine, but, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and convert to a Class A Membership when seventy-five percent (75%) of the Lots within The Properties has been sold and conveyed by the Developer (or its affiliates), or sooner at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association)

Section 3. General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

CRS 9973 Pg. 946

ARTICLE IV

COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS;
CONSERVATION AREAS

Section I. Members' Easements. Except for Limited Common Areas as above specified, each Member, and each Member's Permittee shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) Easements over and upon the Common Areas in favor of the Phase Association or the Master Association and in favor of all persons having the right to use the "common areas" governed by the Phase Association or the Master Association or any such other association; provided, however, that this subsection shall not, in itself, be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other document to which The Properties are now or hereafter subject.

(b) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(c) The right of the Association to suspend the Member's (and his Member's Permittees') right to use the recreational facilities (if any) for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(d) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on the Common Areas.

(e) The right of the Association, the Phase Association and the Master Association to adopt at any time and from time to time and enforce

ORB 9973 Ps 947

rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(f) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(g) The right of Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon (if any).

(h) The right of Developer and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(i) The right of the Association, by a 2/3rds affirmative vote of each class of membership, to dedicate or convey portions of the Common Areas to the Phase Association, the Master Association, or any other association having jurisdiction over other portions of Smith Dairy Central, or any public or quasi-public agency, community development district or similar entity under such terms as the Association deems appropriate and to create (subject to Master Association and Phase Association approval) or contract with the Master Association or the Phase Association, other associations, community development and special taxing districts for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds, to their Lots, shall be deemed to have consented, no consent of any other party, except the Developer, being necessary).

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTIONS 11, 12 AND 13 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

068 9973 Pa 950

The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer, Declarant and their affiliates and designees shall have the right from time to time to enter upon the Common Areas for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties or within Smith Dairy Central that such parties elect to effect, and to use, without charge, the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of Smith Dairy Central. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Developer shall not be liable for delays in such completion to the extent resulting from the need to finish the above-referenced activities prior to such completion.

Section 8. 8.1 Conservation Areas. Some or all of the Lots may contain or be adjacent to a Conservation Area which are protected under the Conservation Easements. The Conservation Areas may not be altered from the condition which exists on the date of the recording of this Declaration with the exception of: exotic or nuisance vegetation removal or restoration in accordance with the restoration plan included in the conservation easement. Exotic vegetation may include maleleuca, Brazilian pepper, Australian pine, and Japanese climbing fern. Nuisance vegetation may include cat tails, primrose willow and grape vine. The boundaries of the Conservation Areas shall be designated by permanent markers/signs ("Conservation Signage") to inform Owners of the conservation status of Conservation Areas.

THE CONSERVATION AREAS WHICH LIE SOLELY
WITHIN THE PROPERTIES (THE "NEIGHBORHOOD
CONSERVATION AREAS") ARE HEREBY DEDICATED

ORB 9973 Pg 951

AS COMMON AREAS. THE NEIGHBORHOOD CONSERVATION AREAS AND THE CONSERVATION SIGNAGE RELATED THERETO SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE ASSOCIATION. THE CONSERVATION AREAS MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOUT THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH, REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

With respect to the Neighborhood Conservation Areas, the Association shall have the responsibility for the maintenance, monitoring and enforcement of the terms and conditions of this Section 8, the Conservation Easements, the District Permit and the Monitoring and Maintenance Plans. Any enforcement action shall be in accordance with Article IX hereof.

8.2 Surface Water Management. The Association shall be solely responsible for the operation, maintenance and monitoring of the drainage and surface water management systems which are located wholly within The Properties, including all lakes, retention/detention areas, culverts and related appurtenances (the "Neighborhood Surface Water Management Systems"). The Neighborhood Surface Water Management Systems shall comply with the terms and conditions of the District Permit. The costs of the operation and maintenance of the Neighborhood Surface Water Management System are a part of the costs of maintaining the Common Areas and the assessments provided in Article V hereof shall include a prorata share of such costs. An estimate of the costs of operation and maintenance of the Neighborhood Surface Water Management System, if any, will be included in each budget of the Association. Association shall submit to the District any proposed amendment to this Declaration which will affect the Neighborhood Surface Water Management System. The District shall then notify Association as to whether the

ORB 9973 fs 952

amendment requires a modification of the District Permit. Once Association receives the modification to the District Permit and any conditions thereto, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require approval of the Owners.

Section 9. Dissolution of the Association. If Neighborhood Association shall be dissolved, such portions of the Common Areas which comprise the Neighborhood Surface Water Management System and the Neighborhood Conservation Areas more particularly described in Sections 8.1 and 8.2 hereof, shall be conveyed to an appropriate agency of local government or, if not accepted, to a not-for-profit corporation similar in structure and purpose to the Association. This Section may not be amended without the consent of the District.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Developer (and each party joining in any supplemental declaration), for all Lots within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Association and the maintenance, management, operation and insurance of the Common Areas as provided herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 4 hereof, special assessments for maintenance as provided in Section 3 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal

088 9973 Pg 953

obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively for the purposes expressed in Section 1 of this Article.

Section 3. Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through the Board of Directors and with the same membership approval as is required for increases in the maximum annual assessment per Section 6, below) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee(s) or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

Section 4. Capital Improvements. Funds which, in the aggregate, exceed the lesser of \$5,000 or 10% of the total amount of the current operating budget of the Association in any one fiscal year which are necessary, after the Common Areas are initially developed, for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of each class of the Members of the Association voting at a meeting or by ballot as may be provided in the By-Laws of the Association. It is the intent of this Section that any capital improvements having a cost of less than the amount provided for above be paid for by regular assessments, with an appropriate adjustment to the budget of the Association and the assessment levied in accordance therewith to be made, if necessary.

088 9973 Pg 954

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending, December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable monthly).

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

Subject to other provisions hereof, the Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

088 9973 Ps 955

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, the unpaid assessment shall accrue interest as provided herein and/or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. All such sums shall bear interest from the dates when due until paid at the rate of 6% per annum and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

088 9973 Pg 956

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the Association of a claim of lien) held by an institutional mortgage lender or otherwise insured, made or held by FHA, VA, FNMA or FHLMC and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in-lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). The lien of assessments shall also be subject to the liens of the assessments for the Master Association and the Phase Association, the overall priority of liens being tax liens, first mortgage liens, Master Association liens, Phase Association liens and then the lien created herein. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Collection of Assessments. Assessments levied pursuant hereto shall be collected in the manner established pursuant to Article X of this Declaration. In the event that at any time said manner provides for collection of assessments levied pursuant hereto by an entity other than the Association (which initially, shall be the case), all references herein to collection by the Association shall be deemed to refer to the other entity performing

088 9973 Pg 957

such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity.

Section 10. Developer's Assessments. Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued) or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer. In no event, however, shall Developer pay less than twenty-five percent (25%) of what it would pay were it paying the full rate of assessments on all of its Lots. The deficit to be paid under option (iii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option stated above under which Developer is making payments to the Association by written notice to such effect to the Association. If Developer at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots which are not designated under option (ii). When all Lots within The Properties are sold and conveyed to purchasers, neither the Developer nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions. Developer's payment obligations hereunder shall be served by the assessment lien provided for in this Article.

Section 11. Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

9973 Pa 958

ARTICLE VI

MAINTENANCE OF UNITS AND LOTS

Section 1. Exteriors of Units. Each Owner shall maintain all structures (including the Unit) located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties and Smith Dairy Central as initially constructed and otherwise improved by Developer or by any other builders who build in accordance with plans approved by Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Control Board or its equivalent having jurisdiction over The Properties). Each Owner shall repaint or restain, as appropriate, the exterior portions of his Unit (with the same colors as initially used on the Unit) as often as is necessary to comply with the foregoing standards.

Section 2. Lots. Each Owner shall maintain the trees, shrubbery, grass and other landscaping on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties and Smith Dairy Central as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties and Smith Dairy Central as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). The foregoing maintenance obligations shall also apply to the portions of adjacent Limited Common Areas up to the edge of the paved roadway surfaces within any road right of way which a Lot abuts, unless the Association assumes such maintenance responsibilities.

Section 3. Remedies for Noncompliance. In the event of the failure of an Owner to maintain his Unit or Lot in accordance with this Article, the Phase Association or the Association (whichever at the time has the power to enforce this Article) shall have the right, upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs; the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Unit or other structures on a Lot; and such other remedial work as is

ORB 9973 Pg 959

judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable Covenants (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges. In the event that the Phase Association or the Association performs any remedial work on a Unit or Lot pursuant to this Article or any other applicable Covenants, the costs and expenses thereof shall be deemed a special assessment under Article V, Section 3 of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable entity in its sole discretion.

Section 5. Right of Entry. There is hereby created an easement in favor of the Phase Association or the Association, as appropriate, and its applicable designers over each Lot for the purpose of entering onto such Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

Section 6. Limited Exemption. To the extent that a Unit on a Lot is under construction by the Developer or a builder bound to comply with construction related requirements or restrictions imposed by the Developer, the provisions of this Article (as well as those of Article VII, Section 11) shall not apply to such Lot until such time as the construction of the Unit is completed as evidenced by the issuance of a certificate of occupancy therefor.

ARTICLE VII

CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of The Properties but shall not be applicable to the Developer or any of its designees or Lots or other property owned by the Developer or its designees, nor shall it be applicable to the Declarant, its designees or any Lots owned by it.

ORB 9973 Pg 960

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a garage, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit. Temporary uses by Developer, Declarant or other builders for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such, uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings without the consent of the Architectural Control Board ("Architectural Control Board") as provided herein.

Section 3. Opening Blank Walls; Removing Fences. Without limiting the generality of Section 11 of this Article, no Owner shall make or permit any opening to be made in any blank wall (except as such opening is initially installed) or masonry wall or fence. Further, no such building wall or masonry wall or fence shall be demolished or removed without the prior written consent of Developer and the applicable one of the Architectural Control Board or the DRB. Developer shall have the right, but not be obligated, to assign all or any portion of its rights and privileges under this Section to the Association or the Phase Association.

Section 4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering The Properties and as provided herein. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, the Master Association, the Phase Association, the Developer and the Declarant and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone lines, cables and conduits, under and through the utility easements as shown on the plats. In addition, in order to affect orderly development of The Properties and to comply with governmental requirements, from time to time existing, Declarant hereby reserves to itself, and its designated successors and assigns, blanket easements upon, across, over and under all of the Common Areas and The Properties for ingress, egress, installation, replacing, repairing and maintaining water lines, sanitary sewers, storm drains, surface water management system, electric, telephone lines, cables and conduits, for the benefit of lands within The Properties.

Section 5. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which

088 9973 Pg 961

interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTION 12 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.

Section 6. Temporary Structures, Gas Tanks, Other Outdoor Equipment. Except as may be approved or used by the Developer during construction and for sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and such other tank designed and used for household purposes as shall be approved by the Architectural Control Board described in Section 11, below. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Control Board); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Board.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except for those authorized by the Architectural Control Board.

Section 8. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil, wells, tanks, tunnels, mineral excavations or shafts be permitted on or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTION 12 WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER AND DECLARANT.

Section 9. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any

ORR 9973 Ps 962

neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

Section 10. Visibility at Intersections; Off-Lot Parking. No obstruction to visibility at street intersections or Common Area intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees for any damages, injuries or deaths arising from any violation of this Section. No motor vehicles shall be parked on Common Areas or public or private streets.

Section 11. Architectural Control. The following provisions of this Section 11 are subject to those of Article X hereof. Accordingly, this Section shall not be operative if and to the extent that the Phase Association or Developer elects to assume any or all architectural control powers or duties it, accordance with Article X.

No building, wall, fence or other structure or improvement of any nature (including, but not limited to, pools, hedges, other landscaping, exterior paint or finish, play structures, hurricane protection, basketball hoops, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Architectural Control Board and all necessary governmental permits are obtained. The foregoing shall also apply to conversions of garages to living space, even though same are not readily apparent from the exteriors on applicable Units. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping, shall be

ORB 9973 Ps. 963

deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

In the event that any new improvement is added to a Unit/Lot, or any existing improvement on a Lot is altered, in violation of this Section, the Association shall have the right (and an easement and license) to enter upon the applicable Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) days' prior written notice of and opportunity to cure the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent (35%) of the aforesaid costs) shall be a special assessment against the Lot, which assessment shall be payable upon demand and secured by the lien for assessments provided for in this Declaration.

The approval of any proposed improvements or alterations by the Architectural Control Board shall not constitute a warranty or approval as to, and no member or representative of the Architectural Control Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

No approval of the Architectural Control Board shall be required for the maintenance (including repainting and restaining of Unit exteriors with the same colors originally thereon) required by Article VI of this Declaration.

Without limiting the generality of Section 1 thereof, the foregoing provisions shall not be applicable to the Developer or Declarant or to construction activities conducted by the Developer or Declarant.

088 9973 Ps 964

Section 12. Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks (other than those expressly permitted by the Association) or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, nor in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by Developer or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. No on-street parking or parking on lawns shall be permitted.

All Owners and other occupants of Units are advised to consult with the Association prior to purchasing, or bringing onto The Properties, any type of vehicle other than a passenger car inasmuch as such vehicle may not be permitted to be kept within The Properties.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no

OR8 9973 Ps 965

less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. This provision shall also apply to recycling containers and materials to be placed therein.

Section 14. Fences, Walls and Hedges. No fence, wall or other structure or hedge shall be erected in the front yard, back yard, or side yard setback areas; except as originally installed by Developer or its affiliates, and except any approved by the Architectural Control Board or its equivalent.

Section 15. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of The Properties except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.

Section 16. Lakefront Property. As to all portions of The Properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by the Developer or its affiliates, subject to any and all governmental approvals and permits that may be required.

(b) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted.

(c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(d) Each applicable Owner shall maintain his Lot to the line of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

(e) All boats and related equipment stored on Lots shall be secured from view in a manner approved by the Architectural Control Board.

(f) No landscaping (other than that initially installed by the Developer), fences, structures or other improvements (regardless of whether

068 9973 Pg 966

or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

WITH RESPECT TO WATER LEVELS AND QUALITY AND OTHER WATERBODY-RELATED MATTERS, ALL PERSONS ARE REFERRED TO ARTICLE XI, SECTION 13 HEREOF:

Section 17. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board or its equivalent for energy conservation purposes.

Section 18. Exterior Antennas. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 19. Chain Link fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer or its affiliates during construction periods or as otherwise approved by Developer.

Section 20. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Board. Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties and/or Smith Dairy Central, without making the cost of the aforesaid devices prohibitively expensive. Further, such standards may not be more restrictive than those permitted by applicable Florida Statute.

Section 21. Driveway and Sidewalk Surfaces. No Owner shall install on a Lot, and the Architectural Control Board shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved by the Developer. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.

DB 9973 Ps 967

Section 22. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Architectural Control Board.

Section 23. Gatehouse Procedures; Roving Patrols. All Owners shall be responsible for complying with, and ensuring that their Members' Permittees and invitees comply with, all procedures adopted by the Association for controlling access to and upon The Properties through any gatehouse operated by the Association as well as overall Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time.

All Owners and other occupants of Units are advised that any gatehouse staff and system, as well as any roving patrol/surveillance personnel, serving The Properties are not law enforcement officers and are not intended to supplant same, such persons being engaged, if at all, only for the purpose of monitoring access to The Properties and observing activities therein which are readily apparent by such persons.

Nothing herein contained shall in any manner obligate Developer to construct a gatehouse or obligate the Association to staff and/or operate any gatehouse which may be constructed.

Section 24. Additional Rules and Regulations. Attached hereto as Schedule A are certain additional rules and regulations of the Association which are incorporated herein by this reference and which, as may the foregoing, may be modified, in whole or in part, at any time by the Board without the necessity of recording an amendment hereto or thereto in the public records.

Section 25. Variances. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article VII and the aforesaid rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article VII or such rules and regulations in any instance in which such variance is not granted.

088 9973 Pg 968

ARTICLE VIII

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Estoppel Certificate. No Owner may sell or convey his interest in a Lot unless all sums due the Association, the Master Association and the Phase Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association or to the Master Association a reasonable sum to

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Section 2. Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. [REDACTED] and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Phase Covenants or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association or the Phase Association. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than any minimum term set by the Association through a resolution of its Board of Directors, as long as such term is [REDACTED].

Owners wishing to lease their Lots and Units may be required by the Board of Directors to place [REDACTED] with the Association the sum of up to \$1,000 [REDACTED] which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties or Smith Dairy Central resulting from acts or omissions of tenants (as determined in the sole discretion of the Association or the Phase Association, as applicable). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$60.00 shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.

096 9973 Pg 969

Section 3. Members' Permittees. No Lot or Unit shall be occupied by any person other than the Owner(s) thereof or the applicable Members' Permittees and in no event other than as a residence. For purposes of this Declaration, a Member's Permittees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Director shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units used by the Developer or Declarant for model apartments, sales offices, management services or otherwise.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than a Unit. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors of the Association shall enforce, and the Owners comply with, same with due regard for such purpose.

ARTICLE IX

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

078 9973 Pg 970

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation; provided the following procedures are substantially adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof is given by the

GRB 9973 Ps 971

Association to the applicable Owner, even if in the first instance: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE X

THE MASTER ASSOCIATION AND THE ASSOCIATION

Section 1. Preamble. In order to ensure the orderly development, operation and maintenance of The Properties as an integrated part of Smith Dairy Central, this Article has been promulgated for the purposes of (1) giving the Master Association, the Phase Association and the Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Section 2. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Master Covenants and the Phase Covenants; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any Articles of Incorporation, By-Laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of this Declaration shall be subject and subordinate to those of the Master Covenants and the Phase Covenants. The foregoing priorities shall apply, but not be limited, to the liens for

088 9973 Pg 972

assessments created in favor of the Master Association, the Phase Association and the Association (as provided in Article V, Section a hereof).

Section 3. Architectural Control, Maintenance and Use Restrictions. All architectural control/development review functions related to the applicable requirements and restrictions set forth herein shall be performed by the Association.

The Master Association, the Phase Association and the Association shall each enforce the maintenance and use requirements and restrictions set forth in their respective declarations, provided that (i) in the event of conflict between such requirements and restrictions, the more stringent ones shall control and (ii) in the event that the Association fails to so enforce, the Master Association and/or the Phase Association, as appropriate, may do so.

As used in this Section, the terms Master Association, Phase Association and Association shall be deemed to refer to their respective development review boards or architectural control committees, where appropriate.

Section 4. Collection of Assessments. The Association shall, initially, act as collection agent for the Association, the Master Association and the Phase Association as to all assessments payable to each of same by the Members of the Association. The Association will remit the assessments so collected to the respective payees pursuant to such procedure as may be adopted by the Association.

In the event that the assessments received by the Association for the Master Association and/or the Phase Association and itself are received in a lump sum and such sum is less than sufficient to pay all entities, the amount collected shall be applied first to the assessments of the Master Association, then to the Phase Association and then to those of the Association. All capital improvement assessments, special assessments, fines, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities established above.

The Master Association and the Phase Association shall each notify the Association, by written notice given at least thirty (30) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. The aforesaid notice period shall also apply to capital improvement assessments, but that be as short as five (5) days before the next-due regular assessment installment in the case of special assessments, fines and similar impositions on fewer than all Members.

ORB 9973 Pg 973

The Association may change, from time to time by sixty (60) days' prior written notice to the Master Association and the Phase Association, the procedures set forth in this Section 4 in whole or in part. Such change may include, without limitation, the delegation by the Association of all or some of the collection functions provided for herein to the Master Association and/or the Phase Association or any combination thereof (to which delegation the Master Association and Phase Association and its Members shall be deemed to have automatically agreed).

All fidelity bonds and insurance maintained by the Association shall reflect any duties delegated to it pursuant hereto and any amounts to be received and disbursed by it pursuant hereto and shall name the Master Association and the Phase Association as obligees/insured parties for so long as their assessments are being collected and remitted by the Association.

The Association may delegate any duties delegated to it pursuant hereto to a management company approved by the Master Association and the Phase Association, provided that (1) the Association shall remain ultimately liable hereunder, (2) the management company, as well as the Association, shall comply with the requirements of the foregoing paragraph and (3) the approval of the management company may be withdrawn, with or without cause, at any time upon thirty (30) days' prior written notice. Any management agreement or similar contract entered into by the Association shall be subject to the provisions of this Article and shall not require the Association to pay fees for the performance of duties which would otherwise be delegated to the company in connection with this Article if such duties are performed by the Phase Association as provided above.

In the event of any change in assessment collection procedures elected to be made by the Association, the relative priorities of assessment remittances and liens (i.e., the Master Association first, the Phase Association second and the Association third) shall still remain in effect.

Section 5. Delegation of Other Duties. The Phase Association shall have the right to delegate to the Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Article as the Phase Association shall deem appropriate. Such delegation shall be made by written notice to the Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto by the Phase Association shall be subject to the prior written approval of the Developer, which approval may also be withdrawn at any time.

DRB 9973 Pg 974

Section 6. Acceptance of Delegated Duties. Whenever the Phase Association and/or the Master Association delegates any duty to the Association pursuant to Sections 3, 4 or 5 hereunder, the Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Phase Association and/or the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Association's performance, non-performance or negligent performance thereof.

Section 7. Conflict Amendment. In the event of conflict between this Article X and any of the other covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, By-Laws or rules and regulations of the Association, the provisions of this Article shall supersede and control. Except as to amendments made by the Developer, no amendment to this Article or this Declaration generally which affects the rights, privileges or protections afforded Developer, the Phase Association or the Master Association hereunder shall be effective without the express written consent of Developer, Phase Association or the Master Association, whose determination as to whether such amendment has the aforesaid effect shall be final and conclusive.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Master Association, the Phase Association, the Association, the Architectural Control Board, the Committee, (whichever of same then has the right of enforcement), the Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when

008 9973 Pg 975

personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration if such amendment is required by the County or any other governmental or quasi-governmental agency (e.g., FNMA, VA, FHA) or alternatively (subject to Article X, Section 8) by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. Any amendment hereto shall also be subject to the approval of the Master Association and the Phase Association, which approval shall not be unreasonably withheld.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 7. Conflicts. This Declaration shall take precedence over conflicting provisions in Schedule A hereto and in the Articles of Incorporation and By-Laws of the Association and said Articles shall take precedence over the By-Laws.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or

098 9973 Pg 976

the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Notwithstanding anything in this Declaration to the contrary, the following actions shall require the assent of two-thirds (2/3rds) of the votes of each class of Members of the Association: the mortgaging, conveyance (other than to the Association by the Developer) or dedication of the Common Areas of the annexation, merger, consolidation or dissolution of the Association. Further, so long as the Class B Membership in the Association exists and the Veterans Administration owns or guarantees a mortgage on a Lot or owns a Lot, any of such actions shall also be approved thereby in order to be valid.

Section 9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in-being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. CPI. Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited or prohibited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

088 9973 Pg 977

Section II. Notices and Disclaimers as to Telecommunications Systems.

Developer, Declarant, the Master Association, the Phase Association or the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER, DECLARANT, THE MASTER ASSOCIATION, THE PHASE ASSOCIATION, THE ASSOCIATION AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE SUCH SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE MASTER ASSOCIATION, THE PHASE ASSOCIATION, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the community systems agrees that Developer, the Declarant, the Master Association, the Phase Association, the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service, or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through, the Telecommunications Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, employees, the liability, if any, of Developer, the Declarant, the Master Association, the Phase Association, the Association, any franchisee

088 9973 Ps 978

of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or nonperformance by an officer, agent or employee of Developer, the Declarant, the Master Association, the Phase Association, the Association or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Developer, the Declarant, the Master Association, the Phase Association, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Telecommunications System's services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in applicable services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

Section 12. Blasting and Other Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DEVELOPER, DECLARANT AND/OR THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTIES AND/OR SMITH DAIRY CENTRAL. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO SMITH DAIRY CENTRAL WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FOR ANY AND ALL LOSSES, DAMAGES

098 9973 Pg 979

(COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF SMITH DAIRY CENTRAL HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER AND/OR THE DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF SMITH DAIRY CENTRAL.

Section 13. Notices and Disclaimers as to Water Bodies. NEITHER DEVELOPER, THE DECLARANT, THE MASTER ASSOCIATION, THE PHASE ASSOCIATION, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN SMITH DAIRY CENTRAL, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT ARTICLE VII, SECTIONS 13 AND 19 HEREOF WOULD OTHERWISE APPLY, IF AT ALL FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF SMITH DAIRY CENTRAL LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN SMITH DAIRY CENTRAL AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 14. Notices as to Proposed Thoroughfares. ALL PERSONS ARE HEREBY NOTIFIED THAT HAGEN RANCH ROAD AND HYPOLUXO ROAD ARE PLANNED THOROUGHFARE ROADWAYS WHICH ARE OR WILL BE ADJACENT TO OR THROUGH THE PROPERTIES.

068 9973 Pg 980

Section 15. Exculpation of Association. Neither the Association nor any officer, director, employee or agent (including management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under the Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law. The foregoing shall also apply to the Master Association and the Phase Association and their respective officers, directors, employees and agents (including management companies).

Section 16. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

08 9973 79 981

ARTICLE XII

DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER, A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, PALM BEACH COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.



Scott Nicholson
MY COMMISSION # 00308756 EXPIRES
March 31, 2000
WORKED THROUGH FARM INSURANCE, INC.

088 9973 Pg 983

Scott Nicholson

NOTARY PUBLIC, State of Florida

Name: _____

Commission No: _____

My Commission Expires:

X:\USERS\ATTY\LIBRARY\2279-4\JAKE-VJ.RSV

EXHIBIT "A"

008 9973 Ps 984

DESCRIPTION OF
 POD 1 - WEST (REVISED)
 SMITH DAIRY EAST P.U.D.

LEGAL DESCRIPTION:

A PORTION OF BLOCKS 38 AND 39, "PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND OF THE RIGHTS-OF-WAY INCLUDED THEREIN, SAID PORTION BEING IN SECTION 4, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF HAGEN RANCH ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 6342, PAGE 457 OF SAID PUBLIC RECORDS, WITH THE SOUTH LINE OF TRACT 128 OF SAID BLOCK 38; THENCE NORTH $91^{\circ}00'48''$ WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET; THENCE SOUTH $89^{\circ}07'19''$ WEST, ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF SAID TRACT 128, A DISTANCE OF 75.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $89^{\circ}07'19''$ WEST, ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE SOUTH LINE OF TRACTS 128, 127, 126, AND 125 OF SAID BLOCK 38, A DISTANCE OF 924.82 FEET; THENCE NORTH $45^{\circ}52'41''$ WEST, A DISTANCE OF 70.71 FEET; THENCE NORTH $00^{\circ}52'41''$ WEST, A DISTANCE OF 420.00 FEET; THENCE SOUTH $89^{\circ}07'19''$ WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH $00^{\circ}52'41''$ WEST, A DISTANCE OF 99.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF $07^{\circ}17'52''$, A DISTANCE OF 50.95 FEET; THENCE SOUTH $89^{\circ}07'19''$ WEST, ALONG A LINE NON-RADIAL TO THE LAST DESCRIBED CURVE AND RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 43.24 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 490.00 FEET AND A CENTRAL ANGLE OF $24^{\circ}43'54''$, A DISTANCE OF 211.51 FEET; THENCE SOUTH $89^{\circ}07'19''$ WEST, ALONG A LINE NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 632.64 FEET; THENCE NORTH $43^{\circ}12'50''$ WEST, A DISTANCE OF 916.03 FEET; THENCE NORTH $44^{\circ}32'10''$ EAST, A DISTANCE OF 294.87 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1190.00 FEET AND A CENTRAL ANGLE OF $13^{\circ}44'23''$, A DISTANCE OF 385.27 FEET; THENCE NORTH $33^{\circ}02'08''$ WEST, ALONG A LINE NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 804.46 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 166.91 FEET AND A CENTRAL ANGLE OF $111^{\circ}13'15''$, A DISTANCE OF 324.00 FEET; THENCE NORTH $54^{\circ}15'23''$ WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 299.35 FEET; THENCE NORTH $06^{\circ}14'53''$ WEST, A DISTANCE OF 345.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF $128^{\circ}41'10''$, A DISTANCE OF 221.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 305.00 FEET AND A CENTRAL ANGLE OF $72^{\circ}07'17''$, A DISTANCE OF 383.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH $48^{\circ}18'59''$ EAST, A DISTANCE OF 17.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF $28^{\circ}36'54''$, A DISTANCE OF 199.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF $147^{\circ}15'29''$, A DISTANCE OF 321.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE

088 9973 Ps 985

SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF $66^{\circ}38'35''$, A DISTANCE OF 256.89 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $79^{\circ}41'01''$ EAST, A DISTANCE OF 380.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF $39^{\circ}58'27''$, A DISTANCE OF 313.69 FEET TO THE POINT OF TANGENCY; THENCE NORTH $60^{\circ}22'32''$ EAST, A DISTANCE OF 91.54 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF $40^{\circ}24'58''$, A DISTANCE OF 35.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $79^{\circ}12'30''$ EAST, A DISTANCE OF 150.37 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 895.00 FEET AND A CENTRAL ANGLE OF $08^{\circ}28'43''$, A DISTANCE OF 132.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 935.00 FEET AND A CENTRAL ANGLE OF $08^{\circ}28'43''$, A DISTANCE OF 138.36 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $78^{\circ}12'30''$ EAST, A DISTANCE OF 468.77 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF $47^{\circ}00'00''$; A DISTANCE OF 209.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH $53^{\circ}47'30''$ EAST, A DISTANCE OF 58.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF $60^{\circ}00'00''$, A DISTANCE OF 41.89 FEET; THENCE NORTH $53^{\circ}47'30''$ EAST, ALONG A LINE NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 118.84 FEET; THENCE SOUTH $23^{\circ}33'29''$ WEST, A DISTANCE OF 668.35 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1004.93 FEET AND A CENTRAL ANGLE OF $15^{\circ}15'53''$, A DISTANCE OF 267.73 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH $79^{\circ}43'40''$ EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 953.93 FEET AND A CENTRAL ANGLE OF $11^{\circ}25'25''$, A DISTANCE OF 190.19 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $00^{\circ}39'05''$ EAST, A DISTANCE OF 94.73 FEET; THENCE SOUTH $03^{\circ}40'57''$ EAST, A DISTANCE OF 121.52 FEET; THENCE SOUTH $87^{\circ}40'57''$ EAST, A DISTANCE OF 12.07 FEET; THENCE SOUTH $03^{\circ}40'57''$ EAST, A DISTANCE OF 281.82 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1327.52 FEET AND A CENTRAL ANGLE OF $17^{\circ}40'42''$, A DISTANCE OF 409.60 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $21^{\circ}21'39''$ EAST, A DISTANCE OF 239.52 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1038.37 FEET AND A CENTRAL ANGLE OF $20^{\circ}20'51''$, A DISTANCE OF 368.70 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $01^{\circ}00'48''$ EAST, A DISTANCE OF 401.83 FEET; THENCE SOUTH $02^{\circ}48'03''$ WEST, A DISTANCE OF 180.40 FEET; THENCE SOUTH $01^{\circ}00'48''$ EAST, A DISTANCE OF 85.72 FEET (THE LAST THIRTEEN DESCRIBED COURSES BEING COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF HAGEN RANCH ROAD); THENCE SOUTH $89^{\circ}59'12''$ WEST, A DISTANCE OF 75.00 FEET; THENCE SOUTH $00^{\circ}52'41''$ EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING

(BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 4 HAVING A BEARING OF NORTH $89^{\circ}19'28''$ EAST, AS ESTABLISHED BY THE PALM BEACH COUNTY ENGINEERING DIVISION BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION.)

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND CONTAIN 142.46 ACRES, MORE OR LESS.

088 9973 986

EXHIBIT B

SMITH DAIRY WETLAND MONITORING
REQUIREMENT

*excerpted from a report
prepared by C & N
Environmental Consultants, Inc.
titled "Smith Dairy Wetland
Monitoring Plan"*

3.0 MONITORING METHODOLOGY

ORB 9973 Pa. 987

A. Baseline Survey

A baseline survey is designed to document wetland conditions and viability existing prior to project development. The wetland systems will be systematically surveyed to collect data on plant species composition and diversity, relative abundance, and percent cover including background by stratum. Permanent sampling stations located at each macrophyte zone will be established along fixed transects situated within each wetland system. Data will be reported for each station regarding vegetative analysis, water levels, and qualitative macroinvertebrate/forage fish evaluation. Wildlife utilization and exotic species infestation will also be noted. Each station will be photo-documented.

Permanent fixed-point panoramic photograph stations will be established throughout the survey area at established transects used for vegetative analysis. Staff gauges will be located in each wetland and a rain gauge will be installed on the project site at an easily accessible location to facilitate weekly readings.

The baseline report will be used to refine monitoring goals and objectives throughout the five year monitoring period. Semi-annual evaluation will provide a cumulative assessment of changes in the functions and values of the wetland systems associated with project development.

Line transect locations will be established in each wetland with quadrat sampling stations located at approximately 60' intervals and at macrophytic interface zones. The transect limits will be marked by 1 1/2" PVC poles painted red on the top 12" to provide for easy location during successive monitoring events. A permanent fixed point panoramic photograph station will be established at a 90 degree angle to the transect. Additional quadrats will be established within communities that are not adequately represented at the 60' intervals. Quadrat locations are subject to field adjustment in order to best represent significant communities and transitional zones. Proposed transect and station locations and distance between station points are shown in Figure 3.

Replicate 1m² quadrats will be established and permanently marked with PVC pipe, along the centerline of each transect to describe the herbaceous, shrub, and canopy strata in freshwater marsh habitat, and 10m² in forested wetland habitat. The percent coverage of each taxa within the vegetative strata will be estimated and average height recorded. Water depth, plant species composition, and relative abundance will be recorded and each quadrat will be photographed. Quadrat stations are designated by transect number and quadrat number. For example, Transect 1, Quadrat 1 is designated as T1Q1. A 1m² PVC frame will be used at each marsh station to delineate the quadrat boundaries. The corners of forested wetland 10m² quadrats will be permanently marked with PVC pipe to delineate the quadrat boundaries.

B. Photo-documentation

DRE 9973 Pg 988

Fixed point 360 panoramic photographic stations will be established at 90 to a given transect within each wetland and permanently marked with PVC poles painted green on the top 12". Panoramic photographs will provide documentation of wetland conditions and cumulative changes which may occur over the five year monitoring period. Panoramic photographs will be included in the baseline survey report and subsequent annual reports.

C. Hydrology

Proper evaluation of hydrologic conditions are especially important when pertaining to created wetland habitat. The significance of factors such as water depth and water quality necessitate hydrological monitoring. Water depth influences flood storage potential, vegetative patterns, as well as, wildlife and fishery habitat. For the creation of a healthy functional wetland system, it is imperative that water levels mimic natural seasonal fluctuations, occurring throughout Florida's native wetlands.

Staff gauges will be installed at each wetland area. Each gauge will be set to National Geodetic Vertical Datum (NGVD) elevation. Following installation, the water levels will be recorded monthly and summarized in each annual report. Rain gauges will be installed on the project site to record weekly rainfall data for inclusion in the monitoring reports.

For the purpose of assessing water quality, factors such as temperature, pH, turbidity, and dissolved oxygen content were recorded and analyzed. At present, there are no specific set standards established for assessing water quality of created lake/wetland habitat. As a result, surface water quality standards from the Florida Department of Environmental Protection (DEP) were utilized for this purpose.

The DEP has established criteria for surface water quality classifications based on a scale from 1-5. Class I standards were set for the highest quality (potable) water sources; while Class V portrays water quality standards acceptable for utility and industrial use. On this scale, the closest classification befitting our purposes (created lake/wetland) is Class III (for freshwater). Class III standards, as outlined by the Environmental Protection Agency in Section 62-302-530 of the DEP Regulatory Files, were established for "recreation, propagation, and maintenance of a healthy, well balanced population of fish and wildlife". See Table 1 for relevant surface water quality standards.

Water samples will be extracted and immediately delivered to a Florida State certified laboratory for analysis. The temperature of the water at the time of extraction will be measured and water depth recorded at each water quality sampling location.

Analysis of pH is used to determine acidic, neutral, or basic levels on a scale of 0-14, respectively. The pH level in water determines what plants and animals can survive in a given area. Living cells are sensitive to pH and are usually found in larger numbers in areas

DBP 9973 Pg 989

SURFACE WATER QUALITY STANDARDS

DEP 62-302

2/96

TABLE 3
Criteria for Surface Water Quality Classifications

[Reference: 62-302.530]

Parameter	Units	Class I: Potable Water Supply	Class II: Shellfish Propagation or Harvesting	Class III: Recreation, Propagation and Maintenance of a Healthy, Well-Balanced Population of Fish and Wildlife		Class IV: Agricultural Water Supplies	Class V: Navigation, Utility, and Industrial Use
				Predominantly Fresh Waters	Predominantly Marine Waters		
1) Dissolved Oxygen	Milligrams/liter	Shall not be less than 5.0. Normal daily and seasonal fluctuations above this level shall be maintained.	Shall not average less than 5.0 in a 24-hour period and shall never be less than 4.0. Normal daily and seasonal fluctuations above these levels shall be maintained.	Shall not be less than 5.0. Normal daily and seasonal fluctuations above these levels shall be maintained.	Shall not average less than 5.0 in a 24-hour period and shall never be less than 4.0. Normal daily and seasonal fluctuations above these levels shall be maintained.	Shall not average less than 4.0 in a 24-hour period and shall never be less than 3.0.	Shall not be less than 0.3. Fifty percent of the time on an annual basis for flows greater than or equal to 250 cubic feet per second and shall never be less than 0.1. Normal daily and seasonal fluctuations above these levels shall be maintained.
2) Turbidity	Nephelometric Turbidity Units (NTU)	≤29 above natural background conditions	≤29 above natural background conditions	≤29 above natural background conditions	≤29 above natural background conditions	≤29 above natural background conditions	≤29 above natural background conditions
3) pH (Class II Waters)	Standard Units	Shall not vary more than one unit above or below natural background of coastal waters as defined in Section 62-302.520(3)(b), F.A.C., or more than two-tenths unit above or below natural background of open waters as defined in Section 62-302.520(3)(c), F.A.C., provided that the pH is not lowered to less than 6.5 units or raised above 8.5 units. If natural background is less than 6.5 units, the pH shall not vary below natural background or vary more than one unit above natural background for coastal waters or more than two-tenths unit above natural background for open waters. If natural background is higher than 8.5 units, the pH shall not vary above natural background or vary more than one unit below natural background of coastal waters or more than two-tenths unit below natural background of open waters.					
3) pH (Class III Waters)	Standard Units	Shall not vary more than one unit above or below natural background of predominantly fresh waters and coastal waters as defined in Section 62-302.520(3)(b), F.A.C., or more than two-tenths unit above or below natural background of open waters as defined in Section 62-302.520(3)(c), F.A.C., provided that the pH is not lowered to less than 6 units in predominantly fresh waters, or less than 6.5 units in predominantly marine waters, or raised above 8.5 units. If natural background is less than 6 units, in predominantly fresh waters or 6.5 units in predominantly marine waters, the pH shall not vary below natural background or vary more than one unit above natural background of predominantly fresh waters and coastal waters, or more than two-tenths unit above natural background of open waters. If natural background is higher than 8.5 units, the pH shall not vary above natural background or vary more than one unit below natural background of predominantly fresh waters and coastal waters, or more than two-tenths unit below natural background of open waters.					
3) pH (Class V Waters)	Standard Units	Not lower than 3.0 nor greater than 9.5 except certain swamp waters which may be as low as 4.5.					

DES 9973 Ps 990

measuring close to neutrality. Marsh plants generally cannot successfully establish in water which has a pH level less than 4.0. The DEP stipulates that pH level of Class III water is not lowered to <6.0 or raised >8.0. Laboratory results measured pH level at Smith Dairy at 8.01, a slightly basic reading which falls well within DEP set standards. The pH level at each sampling location will be measured at a Florida State certified laboratory and included in all monitoring reports.

Wetland productivity is known to decrease with increased turbidity. Few plants grow in muddy ponds (high turbidity) due to the fact that silt material absorbs the light needed by plants. Results from the turbidity analysis show a reading of 8.3 NTU (Nephelometric Turbidity Units). This measurement is far below DEP set standards for Class III waters (<29.0 NTU). Turbidity levels will be measured at a Florida State certified laboratory and included in all monitoring reports. The DEP set standards for Class III waters is at <29.0 NTU.

Dissolved oxygen (DO) is an important limiting factor for aquatic life in wetland systems. The cooler the water, the higher the DO content; therefore, maximum levels occur in the winter months and periods of high wind. In wetland systems, the amount of DO may vary greatly in a 24-hour period. During sunlight hours, plants give off DO rapidly, building a reserve to be used at night when photosynthesis stops. DEP recommends that dissolved oxygen content stay above 5.0mg/l. The dissolved oxygen content will be measured at a certified Florida State laboratory and included in all monitoring reports.

D. Aquatic Macroinvertebrates

Aquatic macroinvertebrates are excellent environmental indicators of biological integrity within a wetland system. Macroinvertebrates are an essential component of the food chain within a wetland system and constitute the trophic link between the vegetative element and high level consumers like amphibians, fish, wading birds, and wildlife. Data reflecting changes in the composition and abundance of macroinvertebrates within an aquatic community may indicate potential water quality problems or other impaired wetland conditions. Consistent sampling can be used to document changes in the biological integrity and quality of wetland systems. Qualitative macroinvertebrate and forage fish sampling will be conducted at each quadrat station with sufficient water levels. The sampling will be limited to twenty (20) minute sampling periods with a dip-net meeting FDEP sampling specifications. Sampling will be conducted in suitable substrates, i.e., emergent vegetation, submerged vegetation, bottom sediments, and filamentous algae. Standard ecological field procedures will be utilized to secure organisms and preserve them for subsequent laboratory identification. All samples will be field sorted, preserved in 70% ethanol, and identified to the lowest possible taxon. All samples will be stored throughout the duration of the monitoring period to enable resorting and identification for quality control and assurance. The sampling analysis will be included in each monitoring report.

E. Forage Fish

048 9973 Fs 991

Forage fish will be collected during the macroinvertebrate sampling procedure. Species diversity will be a parameter for evaluating biological integrity. All collected organisms will be identified to the lowest possible taxon, preserved in 70% ethanol, and stored for quality control. A species list will be included in the monitoring reports.

F. Wildlife Utilization

Wildlife utilization will be noted throughout each survey period and all observed data will be included in the monitoring reports. Specific species observed during the baseline survey utilizing wetland habitat on the site will be targeted as indicators of wetland health.

4.0 CONSTRUCTION MONITORING

During project construction, wetland mitigation areas will be monitored on a regular basis to ensure compliance with permitted mitigation. Construction methods, restoration activities, and exotic species eradication within the wetland mitigation areas will be monitored and photo-documented to ensure permitted mitigation success. An "as built" survey will be provided to evaluate wetland grading and location during construction activities to ensure permit compliance prior to planting.

5.0 TIME-ZERO REPORT

The Time-Zero Monitoring Report will be used to evaluate the on-site conditions within the created wetlands at the time of mitigation completion. The report will include an "as built" survey or "record drawing" of each of the preserved wetlands, buffers, and uplands. Installed contours and topography, planting plans with photographs will be documented in the annual report. The wetland preservation areas will be monitored per methodology established during the Baseline Survey including plant survivorship. Random transects will be established within the upland preservation areas to collect data on wildlife utilization, vegetative species composition and density, and exotic plant infestation in accordance with the Wetland Preserve Management Plan.

6.0 POST-CONSTRUCTION MONITORING

Monitoring will commence upon completion of the proposed restoration/mitigation activities set forth in this document and will be conducted annually during the wet season (July-October) for a period of five years following project completion. Each macrophyte community will be described. Data will be collected at permanent transects established during the Baseline Survey per methodology set forth in Section 3.0 of this plan. Wetland trends will be evaluated throughout the monitoring period. Problems such as poor plant survivorship, exotic species infestation, altered hydroperiod or topography, or other management problems will be addressed at their onset to avoid costly management remedies.

ORB 9973 Pg 992

Should any parts of the proposed mitigation plan be deemed unsuccessful, the causes will be investigated and appropriate measures, i.e., re-scraping-down, re-contouring, and planting will be implemented with 80% survivorship per agency approval.

A monitoring report with panoramic photographs and quadrat photographs will be submitted annually within 60 days of Fall survey for a period of five years if deemed successful or longer if considered non-successful.

7.0 ENTITY RESPONSIBILITY FOR MONITORING

The Property Owner's Association/Homeowner's Association will be responsible for monitoring the wetland preservation area for a period of five years or until the mitigation is deemed complete.

South Florida Water Management District shall have the right to enforce the permit provisions regarding wetland monitoring and responsibilities set forth in the Smith Dairy Wetland Monitoring Plan through any available administrative or civil proceedings which may result in penalties, appropriate re-vegetation, and other remedies as against any person, corporation or other entity in violation of provisions of the permitted monitoring plan.

8.0 FINANCIAL RESPONSIBILITY

The owner of record of Smith Dairy Phase I and/or Phase II will be responsible for implementation of the Smith Dairy Monitoring Plan prior to and during construction activities.

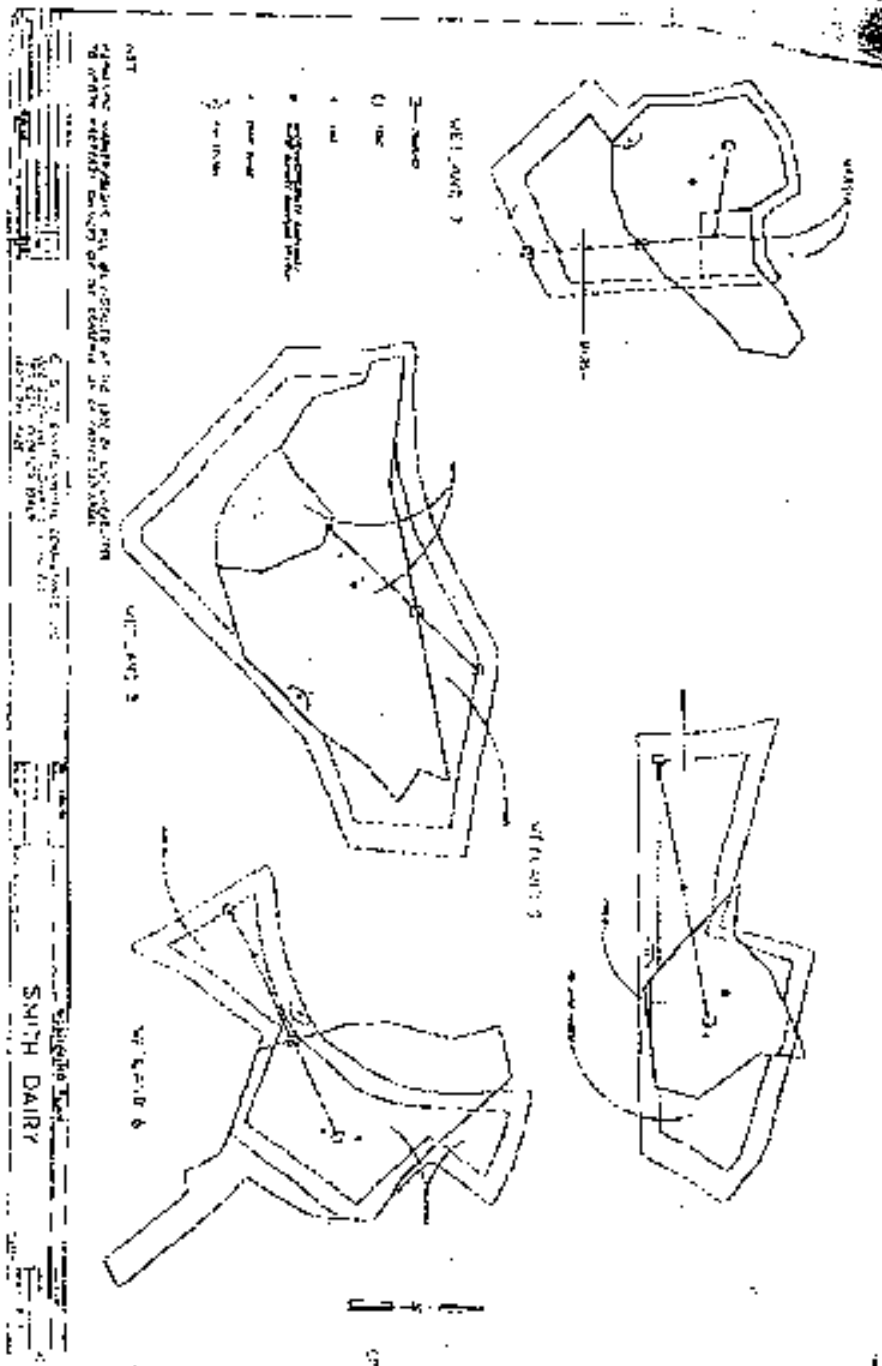
9.0 REFERENCES

Carpenter, Cheryl M. "The Sanctuary Wetland Monitoring Plan". Unpublished, 1993.

Erwin, Kevin L. "An Evaluation of the Wetland Mitigation Within the South Florida Water Management District." South Florida Water Management District, West Palm Beach, FL., 1991.

Erwin, Kevin L. "Wetland Evaluation for Restoration and Creation." Island Press, Washington, D.C., 1989.

088 9973 Pg 993.



05B 9973 Pg 994

EXHIBIT C

SMITH DAIRY WETLAND MAINTENANCE
REQUIREMENT

*excerpted from a report
prepared by C & N
Environmental Consultants, Inc.
titled "Smith Dairy Wetland
Preserve Management Plan"*

088 9973 Pg 995

B. Reporting

At the end of one year (maintenance and monitoring period) and yearly thereafter, for a period of five years, a letter report will be submitted to SFWMD to summarize the implementation and success of the management plan.

3.4. Preserve Maintenance

Following the initial five year management plan for the preservation areas, the wetland and upland preserves will be managed on a "need be" basis in perpetuity or until Smith Dairy ceases to exist. It is suggested that environmental assessments be conducted every five years by the P.O.A./H.O.A. for the preservation areas to control weedy and exotic growth within upland areas and monitor functional values within the preserves to ensure the long-term viability of the wetland systems. Periodic monitoring and evaluation will more adequately address the management needs of the preservation areas.

Seasonal drought and flood conditions should be taken into account, thereby, allowing a natural regime to become established. The wetlands will be connected to the lake system by a series of swales to ensure hydroperiod restoration. Wetlands are surprisingly resilient. With exotic species infestation under control and a suitable soil in the surface layer, planned hydrologic conditions should be allow to establish a natural regime consistent with other wetlands throughout the region.

All litter and debris will be removed from the preserve areas during the initial implementation of the management plan and thereafter, during routine maintenance. Signs will be posted prohibiting dumping and littering in the preservation areas. SFWMD recommends signs be posted behind each lot line bordering the wetland preserve notifying the owner as to the preserve status of the conservation area. In addition, the P.O.A./H.O.A. shall provide perpetual maintenance of the preserve signs. No off-road vehicles will be allowed in upland or wetland preservation areas. Signs prohibiting these activities also will be posted.

3.5. Prohibited Preserve Activities

The wetland preservation areas will be maintained in perpetuity or throughout the history of the project. The following activities are prohibited within the preserves:

a. Construction or placing of buildings, roads, signs, educational information, billboards or other advertising, utilities, and drainage easements, or other structures on or above the ground not related to preserve

JOB 9973 Pg 996

- b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation with the exception of exotic and/or nuisance vegetation removal.
- d. Excavation, dredging, or removing of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the ground surface.
- e. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
- f. Diking or fencing, and any other activities detrimental to flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat conservation or preservation.
- g. Acts or uses detrimental to such retention of land under water areas.

3.6. Financial Responsibility

The owner of record of Smith Dairy Phase I and/or Phase II will be responsible for the financial obligation associated with perpetual maintenance of Smith Dairy Preservation areas. Lennar Homes or the owner of record of Smith Dairy Phase I and/or Phase II will be responsible for initial implementation of the management plan prior to and during construction activities.

3.7. Entity Responsible for Management

The owner of record of Phase I and/or Phase II of Smith Dairy will be responsible for the long-term management of Smith Dairy Preservation areas.

4.0 REFERENCES

- Carpenter, Cheryl M. "Sugar Sand Park Preserve Management Plan". Unpublished report. 1990.
- Carpenter, Cheryl M. "The Sanctuary Wetland Preserve Management Plan". Unpublished report. 1993.
- Kusler, Jon A., et al. "Wetland Creation and Restoration: The Status of the Science". Island Press, 1990.
- Myers, Ronald L. and John J. Ewel. Ecosystems of Florida. University of Central Florida, 1990.



EXHIBIT D

GSS 9973 Ps 997

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 50-03759-P

Form 20145
 Rev 05/95

DATE ISSUED: JANUARY 16, 1997

PERMITTEE: GOLD COAST HOMES, INC.
 (SMITH DAIRY PUD (EAST))
 4398 NW 25TH WAY,
 BOCA RATON, FL 33434

LENNAR FLORIDA PARTNERS
 760 NW 107th AVE., STE. 400
 MIAMI, FL 33172

PROJECT DESCRIPTION: AUTHORIZATION FOR CONCEPTUAL APPROVAL OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 407.68 ACRE RESIDENTIAL PROJECT KNOWN AS SMITH DAIRY EAST LOCATED IN PALM BEACH COUNTY. ALSO, REQUESTED IS CONSTRUCTION AND OPERATION APPROVAL OF PHASE 1 (76.88 ACRES) OF THE PROJECT. DISCHARGE FROM THIS PROJECT IS TO THE C-16 CANAL VIA LAKE WORTH DRAINAGE DISTRICT (LNDD) L-16 & L-18 CANALS.

PROJECT LOCATION: PALM BEACH COUNTY, SECTION: 3,4 TWP: 45S RGE: 42E

This Permit is issued pursuant to Application No. 950920-6, dated November 7, 1996. 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 non-improvement provisions of Subsections 373.414(3)(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-4.361, F.A.C., unless waived or modified by Governing Board. The Application, and the Surface Water Management 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 Surface Water Management Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and verification 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 9 - 29 SPECIAL CONDITIONS.
 SEE PAGES 7-9 OF 9 - 19 GENERAL CONDITIONS.

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS, GOVERNING BOARD

ON 1-27-97
 BY *[Signature]*
 DEPUTY CLERK

BY *[Signature]*
 ASSISTANT SECRETARY

PERMIT NO: 50-03759-P
PAGE 2 OF 9

SPECIAL CONDITIONS

SRB 9973 FB 998

1. MINIMUM BUILDING FLOOR ELEVATION: 20.5 FEET NGVD FOR ALL BASINS.
2. MINIMUM ROAD CROWN ELEVATION: 18.5 FEET NGVD FOR ALL BASINS.
3. DISCHARGE FACILITIES:
 BASIN: SOUTHWEST:
 1-3' W X .45' H RECTANGULAR ORIFICE WITH INVERT AT ELEV. 16' NGVD.
 LF OF 3' DIA. RCP CULVERT.
 RECEIVING BODY : C-16 CANAL VIA L.W.D.D. L-18 CANAL
 CONTROL ELEV : 16 FEET NGVD.
 BASIN: NORTHEAST:
 1-3.5' W X .45' H RECTANGULAR ORIFICE WITH INVERT AT ELEV. 16' NGVD.
 LF OF 3' DIA. RCP CULVERT.
 RECEIVING BODY : C-16 CANAL VIA L.W.D.D. L-16 CANAL
 CONTROL ELEV : 16 FEET NGVD. /16 FEET NGVD DRY SEASON.
4. 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.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. 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.
7. 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.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF NORTHEAST & SOUTHWEST MASTER HOMEOWNER ASSOCIATION. 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.
10. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANEMARD 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.

PERMIT NO: 50-03759-P
PAGE 3 OF 9

ORB 9973 Pg 999

11. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED WETLANDS AND BUFFER ZONES SHALL BE STAKED AND ROPED TO PREVENT ENCROACHMENT INTO THE WETLANDS. THE PERMITTEE SHALL NOTIFY THE SFWRD'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF ROPING AND STAKING AND SCHEDULE AN INSPECTION OF THIS WORK. THE ROPING AND STAKING SHALL BE SUBJECT TO SFWRD STAFF APPROVAL. THE PERMITTEE SHALL MODIFY THE STAKING AND ROPING IF SFWRD STAFF DETERMINES IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. STAKING AND ROPING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
12. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EACH LOT LINE. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.
13. THE SFWRD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
14. 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 SFWRD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
15. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MITIGATION WORK, INCLUDING THE MONITORING AND MAINTENANCE OF THE MITIGATION AREAS FOR THE DURATION OF THE PLAN. THE MITIGATION AREA(S) SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND SFWRD STAFF HAS CONCURRED.
16. EACH APPLICATION FOR CONSTRUCTION OF FUTURE PHASES OF THE PERMIT SHALL BE ACCOMPANIED BY AN UPDATED SUMMARY AND MAP WHICH SHOWS THE LOCATION AND ACREAGE OF THE WETLAND(S) IMPACTED TO DATE, AND THE EXISTING MITIGATION AREAS FOR THE ENTIRE PROJECT.
17. A WETLAND MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND DETENTION AREAS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 15 AND 20 AND SHALL INCLUDE ANNUAL REPORTS SUBMITTED TO THE SFWRD FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 5 YEARS.
18. A WETLAND MITIGATION PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 14-23. THE PERMITTEE SHALL CREATE 1.3 ACRES OF CYPRESS, 1.66 ACRES OF MARSH AND .25 ACRE OF MIXED FOREST AND RESTORE 1.82 ACRES OF CYPRESS AND 1.97 ACRES OF MARSH.
19. A WETLAND MONITORING PROGRAM AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 15 AND 20. THE MONITORING PROGRAM SHALL EXTEND FOR A PERIOD OF 5 YEARS WITH ANNUAL REPORTS SUBMITTED TO SFWRD STAFF. AT THE END OF THE FIRST MONITORING PERIOD THE MITIGATION AREA(S) SHALL CONTAIN AN 80% SURVIVAL OF PLANTED VEGETATION. THE 80% SURVIVAL RATE SHALL BE MAINTAINED THROUGHOUT THE REMAINDER OF THE MONITORING PROGRAM. AT THE END OF THE 5 YEARS MONITORING PROGRAM THE MITIGATION AREA(S) SHALL CONTAIN AN 80% SURVIVAL OF PLANTED VEGETATION AND AN 80% COVERAGE OF DESIRABLE OBLIGATE AND FACULTATIVE WETLAND SPECIES.

Return to (please self-address stamped envelope)

Name

Address

ORB 9973 Pa 1000

PERMIT NO: 50-03759-P
PAGE 4 OF 9

20. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT(S) 17 AND 22 MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

21. WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE DEED RESTRICTIONS AND CONSERVATION EASEMENT AS WELL AS ON THE PLAT IF THE PROJECT WILL BE PLATTED. RESTRICTIONS FOR USE OF THE CONSERVATION/COMMON AREAS SHALL STIPULATE:

THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR UPLAND PRESERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION/COMMON AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE EVERETT WETLAND ASSOCIATION, INC. AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE AS DOCUMENTED IN EXHIBITS 14 THROUGH 23, WITH THE EXCEPTION OF PERMITTED RESTORATION ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

COPIES OF RECORDED DOCUMENTS SHALL BE SUBMITTED CONCURRENT WITH ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

22. WITH THE EXCEPTION OF NORMAL SYSTEM OPERATION AND ROUTINE DIKE/CANAL MAINTENANCE ACTIVITIES, THE DETENTION/WETLAND/UPLAND CONSERVATION AREAS MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE, WITH THE EXCEPTION OF PERMITTED RESTORATION ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE DETENTION/WETLAND/UPLAND CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACEMENT OF SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION; DREDGING OR REMOVAL OF SOIL MATERIAL; SURFACE WATER WITHDRAWALS FOR IRRIGATION OR FREEZE PROTECTION; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

23. (A) NO LATER THAN MARCH 31, 1997, THE PERMITTEE SHALL SUBMIT FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:

1. PROJECT MAP IDENTIFYING CONSERVATION AREA(S)
2. BOUNDARY SKETCH AND LEGAL DESCRIPTION OF CONSERVATION AREA(S)
3. SIGNED CONSERVATION EASEMENT
4. TITLE OPINION OR OWNERSHIP AND ENCUMBRANCE SEARCH FOR THE CONSERVATION AREA(S)
5. GIS DISK (WITH STATE PLANNED COORDINATES) IF AVAILABLE

THE ABOVE INFORMATION SHALL BE SUBMITTED TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

PERMIT NO: 50-03759-P
PAGE 5 OF 9

088 9973 Pg 1002

B) THE REAL ESTATE INFORMATION REFERENCED IN PARAGRAPH (A) ABOVE SHALL BE REVIEWED BY THE DISTRICT IN ACCORDANCE WITH THE DISTRICT'S REAL ESTATE REVIEW REQUIREMENTS DESCRIBED IN THE ATTACHED EXHIBIT 23. THE EASEMENT SHOULD NOT BE RECORDED UNTIL SUCH APPROVAL IS RECEIVED.

(C). THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT(S) OVER THE REAL PROPERTY DESIGNATED AS A CONSERVATION / PRESERVATION / MITIGATION AREA(S) ON ATTACHED EXHIBIT 22. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 22. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT.

D) THE PERMITTEE SHALL RECORD THE CONSERVATION EASEMENT IN THE PUBLIC RECORDS WITHIN 14 DAYS OF RECEIVING THE DISTRICT'S APPROVAL OF THE REAL ESTATE INFORMATION. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT, AND TITLE INSURANCE POLICY, TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

E) IN THE EVENT THE CONSERVATION EASEMENT REAL ESTATE INFORMATION REVEALS ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITTEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS. IF SUCH ARE NOT OBTAINED, PERMITTEE SHALL BE REQUIRED TO APPLY FOR A MODIFICATION TO THE PERMIT FOR ALTERNATIVE ACCEPTABLE MITIGATION.

24. 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 SFWRM 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
MARCH 1, 1997	EXCAVATION AND GRADING MITIGATION AREA
SEPTEMBER 1, 1997	PLANTING MITIGATION AREA
OCTOBER 1, 1997	TIME ZERO MONITORING REPORT
OCTOBER 1, 1997	BASELINE MONITORING REPORT
OCTOBER 1, 1998	FIRST MONITORING REPORT
OCTOBER 1, 1999	SECOND MONITORING REPORT
OCTOBER 1, 2000	THIRD MONITORING REPORT
OCTOBER 1, 2001	FOURTH MONITORING REPORT
OCTOBER 1, 2001	SITE INSPECTION
OCTOBER 1, 2002	FIFTH MONITORING REPORT

25. PRIOR TO COMMENCEMENT OF CONSTRUCTION OF WETLAND MITIGATION, THE SFWRM SHALL BE NOTIFIED BY THE PERMITTEE OR AUTHORIZED AGENT (VIA THE SUPPLIED MITIGATION COMMENCEMENT NOTICE) OF THE ACTUAL OR ANTICIPATED MITIGATION CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE/DURATION.
26. IF THE PROJECT DESIGN IS CHANGED AS A RESULT OF OTHER AGENCY REQUIREMENTS, A SURFACE WATER MANAGEMENT PERMIT MODIFICATION MAY BE REQUIRED. THE PERMITTEE SHALL NOTIFY SFWRM STAFF OF DESIGN CHANGES REQUIRED BY OTHER AGENCIES FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
27. SUCCESS OF THE MITIGATION ACTIVITIES PROPOSED HEREIN IS HEAVILY DEPENDENT ON PROPER GRADING TO ACHIEVE THE DESIGN GROUND ELEVATIONS NECESSARY TO ENSURE

PERMIT NO: 50-03759-P
PAGE 6 OF 9

ADEQUATE HYDROLOGY OF THE MITIGATION AREAS AND SURVIVORSHIP OF WETLANDS VEGETATION. THEREFORE, THE PERMITTEE SHALL SUBMIT AS-BUILT TOPOGRAPHIC SURVEYS OF THE RE-GRADED WETLANDS TO THE DISTRICT'S POST PERMIT COMPLIANCE STAFF PRIOR TO DEMOBILIZING EQUIPMENT FROM THE PROJECT AREA AND PRIOR TO COMMENCEMENT OF MITIGATION PLANTING. DISTRICT STAFF SHALL REVIEW AND COMMENT ON THE SUBMITTED TOPOGRAPHIC INFORMATION IN A TIMELY MANNER. THE PERMITTEE SHALL CORRECT ANY DEFICIENCIES IN PROJECT GRADE WITHIN 14 DAYS OF BEING INFORMED BY DISTRICT COMPLIANCE STAFF OF SUCH DEFICIENCIES. DEMOBILIZING OF EQUIPMENT AND COMMENCEMENT OF MITIGATION PLANTING SHALL NOT OCCUR UNTIL FINAL GRADES IN THE MITIGATION AREAS HAVE BEEN APPROVED BY THE DISTRICT.

28. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT 16 FOR THE PRESERVED/ENHANCED WETLAND AREAS ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREAS AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE FREE FROM INVASIVE EXOTIC VEGETATION (AS CURRENTLY DEFINED BY THE FLORIDA EXOTIC PEST PLANT COUNCIL) IMMEDIATELY FOLLOWING A MAINTENANCE ACTIVITY AND SHALL CONSTITUTE NO MORE THAN 5% OF TOTAL VEGETATIVE COVER BETWEEN MAINTENANCE ACTIVITIES. NUISANCE AND EXOTIC PLANT SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.
29. THE PERMITTEE SHALL ENSURE THAT THE BOUNDARY SKETCH AND LEGAL DESCRIPTION OF THE AREA TO BE PROTECTED UNDER A RECORDED CONSERVATION EASEMENT PURSUANT TO SPECIAL CONDITION NO. 23 INCLUDE BOTH THE WETLAND RESTORATION AND CREATION MITIGATION AREAS, AS WELL AS THE TRANSITIONAL BUFFERS SURROUNDING THE MITIGATION AREAS.

088 9973 79 1002

PERMIT NO: 50-03759-P
PAGE 7 OF 9

GENERAL CONDITIONS.

088 9973 Pg 1003

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

PERMIT NO: 50-03759-P
PAGE 8 OF 9

008 9973 P. 1004

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 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

DB 9973 Pg 1005

PERMIT NO: 50-03759-P
PAGE 9 OF 9

PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITEE, 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 PERMITEE 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 PERMITEE 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 PERMITEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DOWATERING, 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 PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE, 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 PERMITEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

Return to (include self-addressed stamped envelope)

Name

Address

089 9973 Ps 1006

EXHIBIT E

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAKEVIEW HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on October 14, 1996, as shown by the records of this office.

The document number of this corporation is N9600005251.

AMENDED
5/3/04

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Fourteenth day of October, 1996



089002 (p.01)

Sandra B. Northam

Sandra B. Northam
Secretary of State

96 OCT 14 PM 1:53

SECRETARY OF STATE
TALLAHASSEE, FLORIDAARTICLES OF INCORPORATION

FOR ORB 9973 Ps 1007

LAKEVIEW HOMEOWNERS ASSOCIATION, INC.

I, the undersigned, acknowledged and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided. As used herein, terms defined in the Declaration of Covenants and Restrictions for Lake Shore Village ("the Declaration") shall mean the same herein.

ARTICLE INAME

~~THE name of the corporation shall be LAKEVIEW HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".~~

AMENDED 5/7/04

ARTICLE IIPURPOSE

The Corporation is organized pursuant to Florida Statutes Chapter 617 for the purpose of operating, governing, administrating and managing the property and affairs of Lake Shore Village, a residential community located in Palm Beach County, Florida. The Corporation shall exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws of the Corporation, these Articles, and by the Declaration, and shall acquire, hold, convey and otherwise deal in and with the real and personal property owner's association.

ARTICLE IIIPOWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration, and all powers set forth in the Declaration which are lawful.

Section 2. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

098 9973 Pg 1008

(a) To operate and manage the Association, the Association Property and in accordance with the purpose and intent contained in the Declaration;

(b) To make and collect assessments against members to defray the costs of the Association and to refund common surplus to members;

(c) To use the proceeds of assessments in the exercise of its powers and duties;

(d) To maintain, repair, replace and operate the Association Property and the Common Property;

(e) To provide security services and/or systems to the Property for the benefit and protection of the members;

(f) To reconstruct improvements upon the Association Property and the Common Property after casualty and to improve further the Association Property and the Common Property;

(g) In addition to contracts contemplated by (d), (e) and (f) above, to enter into contracts to provide to members services not directly related to (d), (e) and (f) above, but related to the Members' use and enjoyment of their Parcels, provided such contracts are approved by a vote of at least 2/3 of the members;

(h) To make and amend By-Laws for the Association and regulations respecting the use of the Association Property and the Common Property;

(i) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the property owners; and

(j) To collect for the management and maintenance of the Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and the maintenance of the Association Property and the Common Property. The Association shall, however, retain at all times the powers and duties granted to it by the Declaration, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

Section 3. All funds and title to all properties acquired by the Association and the proceeds thereof shall

088 9973 Pg 1009

be held only for the benefit of the members of the Association in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the members, directors or officers of the Association.

Section 4. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the members, directors or officers of the Association.

ARTICLE IV
MEMBERS

Section 1. All Owners automatically shall be Members of the Association, and their membership automatically shall terminate when they are no longer Owners. If a Member should sell his Parcel under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and may not be issued.

Section 2. Each Owner is entitled to one vote for each Parcel owned by him. A corporation or several individuals owning one parcel shall designate a voting agent for the Parcel which they own, as set forth in the Declaration and By-laws.

Section 3. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Parcel.

ARTICLE V
EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE VI
SUBSCRIBER

The name and address of the subscriber hereto is Betty Butcher, 4398 N.W. 25th Way, Boca Raton, Florida 33434.

ARTICLE VII

~~The initial street address of this corporation is 4198 N.W. 25th Way, Boca Raton, Florida 33434. The initial mailing address is the same.~~

AMENDED
5/7/04

ORR 9973 Pg 1010

ARTICLE VIII
DIRECTORS

Section 1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than 3 or more than 5 directors.

~~Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at regular annual meetings of the membership of the Association, in the manner set forth in the By-Laws. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the remaining director(s) shall appoint a replacement to serve the balance of the term.~~

MSB-PAC
5/7/04

Section 3. Gold Coast Homes, Inc., a Florida corporation (the "Developer"), its grantee, successors and/or assigns, shall have the right to retain control of the Association until the Developer or builders have closed the sales of all Parcels for Dwelling Purposes or until such earlier time as is determined, in Developer's sole discretion. So long as Developer shall have the right to appoint all members of the Board of Directors and the Architectural Control Committee and to approve the officers of the Association, and no action of the membership of the Association shall be effective unless and until approved by Developer.

Section 4. Within 60 days after Owners, other than the Developer, are entitled to elect the directors, the Association shall call, and give not less than 30 days' nor more than 40 days' written notice of a meeting of the Owners for this purpose.

Section 5. The Developer shall be entitled at any time to remove or replace any director originally selected by the Developer.

Section 6. Any employee or agent of a business entity Owners, such as Developer, shall be eligible to serve as a director of the Association. The directors herein named shall serve until the election of directors and any vacancies in their number occurring before the first election shall be filled by the Developer.

Section 7. All officers of the Association shall be elected by the Board of Directors in accordance with the By-Laws at regular, annual meetings of the Board of Directors, to be held immediately following the annual meetings of the membership. The Board of Directors shall elect a president, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable,

098 9973 Pa 1011

consistent with By-Laws. The President shall be elected from among the Board of Directors; no other officer need be a director.

Section 8. The following persons shall constitute the first Board of Directors, and shall hold office and serve until removed or until their successors are elected at the first regular meeting of the members.

<u>NAME</u>	<u>ADDRESS</u>
Betty Butcher	4398 NW 25th Way Boca Raton, FL 33434
Steve Butcher	4398 NW 25th Way Boca Raton, FL 33434
Jeff Butcher	4398 NW 25th Way Boca Raton, FL 33434

ARTICLE IX
OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws. The names and titles of the officers who shall service until removed or until the first election of the first annual meeting of the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>
Betty Butcher	President
Steve Butcher	Vice President
Jeff Butcher	Secretary & Treasurer

ARTICLE X
BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors. By-Laws may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE XI
AMENDMENTS

Section 1. A majority of the Board of Directors or a majority of the voting members of the Association may propose alterations to, amendments to, or the rescission of these Articles, so long as the proposals do not conflict with the Declaration. Such proposals shall set forth the proposed alteration, amendment or rescission; shall be in

088 9973 Pg 1012

writing; shall be filed with Board of Directors or a majority of the members and shall be delivered to the President of the Association, who shall thereupon call a special meeting of the members not less than 10 days nor later than 30 days from receipt of the proposed amendment or rescission; provided affected by the Declaration, no alterations, amendment or rescission shall be effective without the Developer's written joinder and consent.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice of proposals to the President of the Association for the alternation, amendment or rescission of these Articles. Such waiver may occur before, at or after or rescind these Articles, in whole or in part.

ARTICLE XII INDEMNIFICATION

Every director and every officer of the Corporation and every member of the Architectural Control Committee of the Association shall be indemnified by the Corporation against all expense and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which involved, by reason of his being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. Such approval shall be made a majority vote of a quorum consisting of directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. No contractor transaction between the Association and one more of its directors or officers, or between the Association and any other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the

ORG 9973 Ps 1013

meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because such officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that such director or officer may be interested in any such contract or transaction.

Section 2. Interested officers and directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV
ADDRESS OF REGISTERED OFFICE

The street address of the registered office of this Corporation in the State of Florida shall be 4398 NW 25TH WAY, BOCA RATON, FLORIDA 33434. The name of the initial registered agent at this address shall be BETTY BUTCHER. The Board of Directors may from time to time move the registered office to any other address in Florida.

IN WITNESS WHEREOF, I have hereunder set my hand and seal at Boca Raton, Palm Beach County, Florida this 9th day of October, 1996.

Signed, sealed and delivered in the presence of:

Cathy J. Werner
CATHY J. WERNER

Betty Butcher
Betty Butcher

Steve Butcher
STEVE BUTCHER

FILED
OCT 14 PM 1:06
Boca Raton, Florida

ACCEPTANCE OF REGISTERED/RESIDENT AGENT

Having been designated to accept service of process for the above stated corporation, at the place set forth hereinabove, and having been named the statutory agent of the above corporation at the place designated in these Articles of Incorporation, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of October, 1996.

Betty Butcher
Betty Butcher

DB 9973 Pg 1014

STATE OF FLORIDA
COUNTY OF PALM BEACH,

The foregoing instrument was acknowledged before me
this 04 day of October, 1996, by BETTY BUTCHER, as
President of LAKEVIEW HOMEOWNERS ASSOCIATION, INC., a
Florida corporation, on behalf of the corporation.
She is personally known to me or has produced _____
_____ as identification and did take an oath.

NOTARY PUBLIC:

Cathy J. Werner

My Commission Expires:

