

Prepared by, Record
and Return to:
HENRY B. HANDLER, ESQ.
Weiss, Handler & Cornwell, P.A.
2255 Glades Road
Suite 218-A
Boca Raton, FL 33431

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF
ST. GEORGE**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF ST. GEORGE HOMEOWNERS' ASSOCIATION, INC. (the "Declaration") is made this 15th day of December, 2014, by KH SANDCASTLES, LLC a Florida limited liability company ("Declarant").

Declarant owns, the Subject Property (as hereinafter defined) and intends to develop the Subject Property as a residential townhouse community. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of townhouse units within the Subject Property, to provide for a general plan or scheme of development, and to protect and preserve the value of the Subject Property. This Declaration also establishes rights, privileges and obligations for the Association (as hereinafter defined) that will own, operate, and/or maintain various portions of the Subject Property and improvements constructed within the Subject Property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities. The expenses of the Association will be shared by the owners of the townhouse units, who will be members of the Association.

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

1. **DEFINITIONS.** The terms used in this Declaration, and in the Articles and the By-Laws, shall have the following meanings, unless the context otherwise requires:

1.1. APPROVING PARTY means Declarant, so long as Declarant owns any Lot, or until Declarant assigns its rights as the Approving Party to the Association, and thereafter means the Association. Declarant reserves the right to assign its rights as the Approving Party to any other record owner of the Subject Property, or to the Association, in whole or in part. Notwithstanding the foregoing, Declarant, and not the Association, shall be the Approving Party with respect to the initial construction of any improvements within the Subject Property by any builder or developer.

1.2. ARTICLES mean the Articles of Incorporation of the Association, as same may be amended from time to time.

1.3. ASSESSMENT or ASSESSMENTS means the amount of money which may be assessed against an Owner for the payment of the Owner's share of Common Expenses, and/or any other funds which an Owner may be liable for under the Declaration, the Articles or the By-Laws.

1.4. ASSOCIATION means the St. George Homeowners' Association, Inc., established pursuant to the Articles of Incorporation attached hereto as **Exhibit "A"**.

1.5. BOARD means the Board of Directors of the Association.

1.6. BUILDING means any building contained within the Subject Property from time to time, including a Townhouse Building.

1.7. BY-LAWS means the By-Laws of the Association, as same may be adopted, amended and/or restated from time to time. A copy of the executed Bylaws is attached as **Exhibit "B"**.

1.8. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned or leased by the Association, or which is owned by Declarant and which is intended by Declarant to be conveyed or is actually conveyed to the Association, or which is dedicated to the Association pursuant to any recorded plat of any portion of the Subject Property, or which is declared to be a Common Area by this Declaration. Common Areas may include, but are not limited to, parks, dog parks, open areas, lakes, recreational facilities (including but not limited to a pool and cabana), roads, paved surfaces, alleys, walkways, pedestrian paths, perimeter walls, decorative walls, gazebos, entrance signage, entranceways, entrance gate or other device of access and egress, street lights, parking areas, access easements, drainage easements, buffers, landscape buffers, retention areas, surface water management area(s) and system(s), utility easements, landscaping easements, landscaping in common area tracts and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of Common Areas will be provided. In the event of any doubt, conflict or dispute as to whether any of the Subject Property is or is not Common Areas, Declarant may, without the consent of the Association or the existing Owners, record in the public records of Palm Beach County, a

supplement to the Declaration to resolve such issues which supplement shall be dispositive of same. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. The Common Areas will be conveyed to the Association as provided in **Section 3** of this Declaration.

1.9. COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, all amounts payable by the Association in connection with Common Areas and all costs relating to its obligations hereunder, including, but not limited, to the following:

1.9.1. Expenses incurred, directly or indirectly, in connection with the ownership, maintenance, administration, management, insuring of, repair, replacements, improvement or operation of the Common Areas, or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, telecommunications, master antennae, receivers or other equipment, internet services, bulk rate cable television and/or home-security monitoring, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations and as provided by other agreements of or with the Declarant, including, but not limited to, maintenance of the median landscaping on adjoining roads, if applicable, including NE 7th Avenue, Delray Beach, Florida, and all other obligations imposed upon the Association by the Landscaping Agreement (as hereinafter defined), and of on-site and off-site buffers and the maintenance and repair of pipes and ducts used for easements benefiting the Subject Property or adjoining tracts of land.

1.9.2. Expenses of obtaining, repairing or replacing personal property in connection with any Common Area or the performance of the Association's duties.

1.9.3. Expenses incurred in connection with the administration and management of the Association and discharge of its obligations hereunder.

1.9.4. Expense incurred in connection with the insurance and maintenance requirements and obligations of the Association as provided in **Section 3** and **Section 9** hereunder.

1.9.5. Expenses declared to be Common Expenses by the provisions of this Declaration, or by the Articles or By-Laws.

1.9.6. Any amounts payable by the Association to any other association or any governmental authority.

1.10. COMMON ROOFING means the entire roof of a Townhouse Building, including, without limitation, the roof covering, architectural chimneys, roof trim, fascia, gutters, and soffits.

1.11. COMMON SURPLUS means the excess of all receipts of the Association over the amount of the Common Expenses.

1.12. COMMON WALL means from front to rear, the common walls, also known as "Party Walls" between each Unit that adjoin another Unit. The center line of a Party Wall or Common Wall is situated or intended to be situated on the common boundary Lot line of the adjoining Unit.

1.13. DECLARANT means the Person executing this Declaration, or any Person who may be assigned the rights of Declarant pursuant to a written assignment executed by the then present Declarant recorded in the Public Records of Palm Beach County. In addition, in the event any Person obtains title to all the Subject Property then owned by Declarant as a result of the foreclosure of any mortgage or deed in lieu thereof, such Person may elect to become the Declarant by a written election recorded in the Public Records of Palm Beach County, and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion of the Subject Property by written appointment recorded in the Public Records of Palm Beach County. In any event, any subsequent Declarant shall not be liable for any actions or defaults of, or any obligations incurred by, any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

1.14. DECLARATION means this document as it may be amended from time to time.

1.15. IMPROVEMENTS mean any building, fence, wall, patio area, driveway, walkway, landscaping, antenna, sign, mailbox, pool, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any Lot, or any change, alteration, addition or removal of any such structure or improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and/or color of same.

1.16. INDIVIDUAL ASSESSMENT means Assessments for which one or more Owners (but less than all) within the Subject Property is subject, such as costs of special services provided to a Unit or Owner or costs relating to enforcement of the provisions of this Declaration or the architectural provisions herein as it relates to a particular Owner or Unit. The lien for an Individual Assessment may be foreclosed in the same manner as a lien for any other Assessment.

1.17. INSTITUTIONAL LENDER means the holder of a first mortgage

encumbering a Lot, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed in favor of or by Declarant.

1.18. LANDSCAPING AGREEMENT means that certain Landscape Maintenance Agreement dated April 21, 2014, entered into by and between the City of Delray Beach, Florida and Declarant, and recorded in Official Records Book 26971 at Page 1548 of the Public Records of Palm Beach County, Florida.

1.19. LIMITED COMMON AREAS means those portions of the Subject Property, if any, which are designated and allocated solely to the use of the Unit to which it is attached or appurtenant. The Limited Common Areas for each Unit, if any, are depicted on **Exhibit "C"** attached hereto.

1.20. LOT means any platted lot within the Subject Property, or any other parcel of land located within the Subject Property, which has been or is intended to be conveyed by Declarant to an Owner and which contains or could contain a Unit, and shall include any Unit constructed upon the Lot. The term Lot and Unit may be used interchangeably herein.

1.21. OWNER means the record owner (whether one or more persons) of the fee title to a Unit. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Unit, designate one or more persons who are to be the occupants of the Unit and register such persons with the Association. All provisions of this Declaration shall apply to both such Owner and the designated occupants. Any change in such designated occupant(s) shall be deemed a change in ownership subject to approval pursuant to **Section 11** herein.

1.22. PARTY FENCE means those exterior walls or fences which are constructed between two adjoining Units and are to be shared by the Owners of said adjoining Units.

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

1.24. SITE PLAN means the Site Plan attached hereto as **Exhibit "D"**.

1.25. SUBJECT PROPERTY means all of the property subject to this Declaration from time to time, which as of the execution of the Declaration is the property described in **Exhibit "E"** attached hereto, and includes any property that is hereafter added to

this Declaration, and excludes any property that is hereafter withdrawn from this Declaration, by an amendment.

1.26. TOWNHOUSE BUILDING means residential townhouse buildings(s) constructed by the Declarant or a licensed general contractor selected by Declarant, on the Lots and which contain Units. A further description of each Townhouse Building is set forth on **Exhibit "F"** attached hereto.

1.27. UNIT means a residential townhouse Unit contained within a Townhouse Building which is intended for use and occupancy as a single family residence and constructed upon a Lot. In the case of a vacant Lot or land on which Units are under construction or upon which Units are intended to be constructed in accordance with the Site Plan, the Lot or land shall be deemed to contain the number of Units designated for such Lot or land on the Site Plan and includes any interest in land (including the Lot upon which it is constructed), improvements, or other property appurtenant to the Unit.

2. ASSOCIATION. In order to provide for the administration of the Subject Property and this Declaration, the Association has been organized under the Laws of the State of Florida.

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

2.2. By-Laws. A copy of the By-Laws is attached as Exhibit "B". No amendment to the By-Laws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the By-Laws, except as specifically provided herein.

2.3. Powers of the Association. The Association shall have all of the powers indicated or incidental to those contained in its Articles and By-Laws. Additionally, the Association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration and as otherwise provided under applicable law. By this Declaration, the Subject Property is hereby submitted to this jurisdiction of the Association.

2.4. Approval or Disapproval of Matters. Whenever the approval, consent, or decision of the Owners is required for any matter pursuant to this Declaration, the Articles, or the By-Laws, such approval, consent, or decision shall be made by two-thirds (2/3) of the votes of the Owners present in person or by proxy at a duly called meeting of the Association at which a quorum exists, in accordance with the Articles and the By-Laws, except for matters where a greater voting requirement is specified.

2.5. Acts of the Association. All approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of

the Owners, and the Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary or except as otherwise required by applicable law. Notwithstanding the foregoing or anything contained herein to the contrary, if the approval or action to be taken by the Association relates to a matter which requires the consent of the Owners (or a percentage of the Owners) pursuant to this Declaration, the Bylaws, the Articles, or applicable law, the Association shall obtain such consent in the manner required.

2.6. Management and Service Contracts. The Association shall have the right, but not the obligation, to contract for professional management or services on such terms and conditions as the Board deems desirable in its sole discretion.

2.7. Membership. All Owners shall be members of the Association. Membership as to each Unit shall be established and transferred, as provided by this Declaration, the Articles and the Bylaws (sometimes collectively referred to as the "Association Documents").

2.8. Owners Voting Rights. The votes of the Owners shall be established and exercised as provided in this Declaration, the Articles and Bylaws.

2.9. Classes and Voting. The Association shall have two classes of members for the purposes of voting:

1. Class A membership shall be all Owners. Each Class A member shall be entitled to one (1) vote; provided that no voting of the Association may be exercised by any member while any Assessments due from said Owner are in default in excess of ninety (90) days.

2. The Class B member shall be the Declarant. The Class B member shall have a number of votes equal at all times to three (3) times the total number of Class A votes, plus one (1). The Declarant's Class B membership shall cease upon Turnover at which time it shall have a Class A membership for any Lot(s) or Units it still owns.

2.10. Turnover. Members other than Declarant are entitled to elect at least the majority of the members of the Board ("Turnover") when one of the following events occurs:

2.10.1. Three (3) months after ninety (90%) percent of the Units that will ultimately be operated by the Association have been conveyed to Owners; or

2.10.2. At such earlier time as determined by the Declarant; or

2.10.3. At such time as provided in Section 720.307(c), Florida Statutes.

2.11. Multiple Owners. When any Unit is owned of record by two (2) or more Persons, whether fiduciaries, joint tenants, tenants by the entirety or any other form of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship with respect to the same property, then unless the instrument or order creating the tenancy or appointing them designates an official representative to vote for the Unit and the instrument or order is filed with the Secretary of the Association, such Owners shall select one (1) official representative to vote for the Unit and shall notify the secretary of the Association in writing of the name of such representative ("Voting Certificate"). The vote of such representative shall be considered for all purposes the will of all of the owners of the Unit. If the Unit is owned by husband and wife, or other legally recognized or registered partnership, no Voting Certificate shall be required, although only one such Owner shall be entitled to vote.

3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

3.1. Conveyance of Common Areas to Association

3.1.1. By Declarant. Before Turnover, or within ninety (90) days of the Turnover date, Declarant shall have the right to convey title to any property owned by it, or any easement or interest to the Association as a Common Area, and the Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the Public Records of the County where the Subject Property is located. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. THE ASSOCIATION AGREES TO ACCEPT THE COMMON AREAS, PERSONAL PROPERTY, AND EQUIPMENT THEREON AND APPURTENANCES THERETO IN "AS IS, WHERE IS" CONDITION. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each Owner's irrevocable ingress and egress easement to his or her Unit as set forth in this Declaration.

3.1.2. Remedy of Defects. In the event that the Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or that the Common Areas are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Once Association has given written notice to Declarant pursuant to this Section, Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5

p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

3.1.3. By Any Other Person. Any other Person may also convey title to any property owned by such Person, or any easement or interest therein, to the Association as a Common Area, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the Board expressly accepts the conveyance by execution of the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the Public Records of Palm Beach County.

3.2. Use and Benefit. All Common Areas shall be held by the Association for the non-exclusive use and benefit of the Association and the Owners, the residents of the Subject Property, and their respective guests and invitees, the holders of any mortgage encumbering any Unit from time to time, and any other persons authorized to use the Common Areas or any portion thereof by Declarant or the Association, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, restriction, reservation or limitation of record affecting the Common Area or contained in the deed or instrument conveying the Common Area to the Association, and subject to any rules and regulations adopted by the Association. An easement and right for such use is hereby created in favor of all Owners, appurtenant to the title to their Units.

3.3. Grant and Modification of Easements. The Association shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the Association and shall have the further right to modify, relocate or terminate existing easements.

3.4. Additions, Alterations or Improvements. The Association shall have the right to make additions, alterations or improvements to the Common Areas, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of the Owners shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total Assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' Assessments for Common Expenses payable by all of the Owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing Improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvement to the Common Areas, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Declarant owns any portion of the Subject Property, Declarant shall have the

right to make any additions, alterations or improvements to the Common Areas as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

3.5. Utilities. The Association shall pay for all utility services for the Common Areas or for any other property to be maintained by the Association, as a Common Expense.

3.6. Taxes. The Association shall pay all real and personal property taxes and assessments, if any, assessed against any property owned by the Association, as a Common Expense.

3.7. Insurance. In addition to the insurance described in **Section 9** hereof, the Association shall purchase insurance as a COMMON EXPENSE, as follows:

3.7.1. Hazard Insurance. Protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, plus hurricane coverage and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement costs of all Common Areas and property owned by the Association, excluding land, foundations, excavations, landscaping, and other items normally excluded from insurance coverage. Except as provided in Section 9 hereof, the Association shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the Owners.

3.7.2. Comprehensive General Liability Insurance. Protecting the Association from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence or such lesser amount as is approved by the Owners.

3.7.3. Blanket Fidelity Bonds. For anyone who handles, controls, disburses, or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association or any managing agent, but in no event less than the sum of three (3) months assessments on all Units plus reserve funds.

3.7.4. Other Insurance. Such other insurance as may be desired by the Association, such as flood insurance, errors and omissions insurance, worker's compensation insurance or any other insurance.

3.7.5. Notice Provisions. All insurance purchased by the Association must include a provision requiring at least thirty (30) days written notice to the Association before the insurance can be canceled or the coverage reduced for any reason.

3.7.6. Deductible. Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$5,000 or such other sum as is approved by the Board.

3.7.7. Notice to Institutional Lender. Upon request, each Institutional Lender shall have the right to receive a copy or certificate of the insurance purchased by the Association and shall have the right to require at least thirty (30) days written notice to the Institutional Lender before any insurance can be canceled or the coverage reduced for any reason. Each Institutional Lender shall have the right, upon notice to the Association, to review the form of all insurance purchased by the Association, but shall have no other rights with respect thereto.

3.7.8. Waiver. If the Board determines that the insurance required to be purchased by the Association pursuant to this Paragraph would be unduly expensive, or if such insurance is not obtainable, the Association may purchase insurance with less coverage than specified above.

3.8. Damage or Destruction. In the event any Improvement (other than landscaping) within any Common Area is damaged or destroyed because of fire, flood, wind, or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged Improvement to the condition the Improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the Owners. If any landscaping within any Common Area or any other property maintained by the Association is damaged or destroyed, the Association shall only be obligated to make such repairs to the landscaping as is determined by the Board in its discretion. Any excess cost of repairing any Improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense and the Association shall have the right to make a Special Assessment for any such expense.

3.9. Maintenance of Common Area and other Property. The Association shall maintain all Common Areas and property owned by the Association, and all Improvements thereon, in good condition at all times. If pursuant to any easement the Association is to maintain any Improvement within any property, then the Association shall maintain such Improvement in good condition at all times. Additionally, the Association shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the Association if the Board, in its sole discretion, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the residents of the Subject Property. In such event where applicable, the Association shall so notify any Owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the Owner, until the Board determines to no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate Owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Subject Property, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, in or within 40 feet of any public road right-of-ways within or contiguous to the Subject Property. To the extent the Association assumes the obligation to operate and/or maintain any property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the

Association of the obligation to operate and/or maintain any property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the Public Records of Palm Beach County, and may be made in connection with an agreement with any Owner, the Declarant, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other Person, or any governmental authority, to share in the maintenance responsibility of any property if the Board, in its sole and absolute discretion, determines this would be in the best interest of the Owner. Notwithstanding the foregoing, if any Owner or any resident of any Unit, or his/her guests or invitees, damages any Common Area or any Improvement thereon, or neglects or otherwise fails to properly maintain, repair or replace any portion of his/her Unit or any other Improvement on his/her Unit in compliance with the terms of this Declaration, then the Owner of such Unit shall be liable to the Association for the cost of repair or restoration which cost shall be an Individual Assessment against said Unit as imposed by the Board in its complete discretion.

3.10. Surface Water Management System. It is acknowledged the surface water management and drainage system for the Subject Property is one integrated system, and accordingly shall be deemed a Common Area, and a perpetual non-exclusive easement is hereby created over the entire Subject Property for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Subject Property, provided however that such easement shall be subject to Improvements constructed within the Subject Property as permitted by controlling governmental authorities from time to time, including but not limited to the South Florida Water Management District ("SFWMD"). The surface water management and drainage system of the Subject Property shall be developed, operated, and maintained in perpetuity by the Association in conformance with the requirements of the SFWMD, the Lake Worth Drainage District, and/or any other controlling governmental authority and any recorded easement. The Association shall maintain as a Common Expense the entire surface water management and drainage system for the Subject Property, including but not limited to all swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenance, regardless of whether or not same are within the Subject Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of the SFWMD, the Lake Worth Drainage District, and/or any other controlling governmental authority, and a perpetual non-exclusive easement for such maintenance is hereby created. Such maintenance responsibility on the part of the Association shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any Property which is not a Common Area or contiguous to a Common Area or which is not otherwise to be maintained by the Association pursuant to this Declaration. Such maintenance responsibility may, but is not required to, include any portion of the surface water management and drainage system for the Subject Property which is owned and maintained by any controlling governmental authority.

Specifically the Association hereby accepts responsibility for the operation and maintenance of the surface water management system described in SFWMD application or

permit number(s) 140408-9/50-10538-P, attached hereto as **Exhibit "G"**. The surface water management system is owned by the Association. The Association is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Fees shall be assessed and collected as Common Expenses. Any amendment proposed to these documents which would affect the surface water management system, conservation areas or water management portions of Common Property shall be submitted to the SFWMD for review prior to finalization of the amendment. SFWMD shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the SFWMD prior to the amendment of the Declaration. The Declaration shall remain in effect for fifty (50) years. The Declaration shall be automatically renewed thereafter. Copies of the permit and any future permit actions of the SFWMD shall be maintained by the Registered Agent of the Association for the benefit of the Association.

3.11. Landscaping. The Association shall be responsible for maintaining the Common Areas landscaping, the Perimeter Buffer and the Landscape Buffer depicted on the Site Plan, including cutting, edging, fertilizing and maintaining the trees, shrubs and hedges, grass and any other vegetation that forms part of the landscaping.

3.12. Private Roads. The Association shall be responsible for the maintenance and repair of all private roads within the Subject Property.

3.13. Perimeter Walls, Wing Walls, Sign Walls and Fences. The Association shall be responsible for maintaining any perimeter and/or wing walls and/or perimeter fences of the Subject Property, if any, even if such walls or fences lie within one or more Lots. The Association shall also be responsible for maintaining any walls and/or fences located within the Common Areas.

3.14. Entrance Features. The Association shall be responsible for maintaining entrance features, gates and any sign wall, if any, located in the entrance ways or medians of the entrance roads to the Subject Property.

3.15. Sprinkler System and Irrigation. The Association shall be responsible for maintenance of the sprinkler system within the Common Areas.

3.16. Mortgage and Sale of Common Areas. The Association shall not encumber, sell or transfer any Common Area owned by the Association without the approval of two third (2/3) of the votes of all of the Owners, excluding Declarant, provided, however, that if required by a governmental authority or deemed necessary by the Association in connection with the development, maintenance or use of the Subject Premises, the Association may dedicate any Common Area to any governmental authority without the approval of the Owners. Notwithstanding the foregoing, if Declarant changes the location of any unconveyed Lots such that a portion of the Common Area would be within a relocated Lot, then the Association shall have the right without the approval of the Owners to convey such portion of the Common Areas

to Declarant, and in connection therewith, Declarant shall convey to the Association any property which will be a Common Area owing to the relocation of the Lots. If ingress or egress to any property is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such, unless alternative ingress and egress is provided to the Owner(s).

3.17. Special Provisions Regarding Recreational Facilities. It is acknowledged Declarant plans to construct recreational facilities within the Subject Property, the kind, value and nature of which shall be determined in Declarant's sole discretion, and Declarant reserves the right to change, increase or add to the foregoing recreational facilities, or to expand the recreational facilities, without the consent of the Owners or the Association.

3.18. Landscaping Agreement. The Association shall be responsible for the maintenance of certain landscaping and irrigation in accordance with the terms of the Landscaping Agreement. Such maintenance responsibility is intended to run with the land of the Subject Property and shall be paid for by the Members of the Association as a Common Expense in perpetuity.

4. EASEMENTS. Each of the following easements are hereby created, subject to any reasonable rules and regulations promulgated by the Association, shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes. Each easement created herein shall survive the termination of this Declaration.

4.1. Perpetual, Non-exclusive Easements for Pedestrian and Vehicular Traffic. Perpetual, non-exclusive easements for pedestrian and bicycle traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose; and for pedestrian, bicycle and vehicular traffic and parking over, through, across, such portion of the Common Areas as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Owners and the residents of the Subject Property, their mortgagees, and their guests and invitees and all subject to any reasonable rules and regulations as promulgated by the Association.

4.2. Perpetual Nonexclusive Easement in Common Areas. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all Owners and residents of the Subject Property from time to time, and their guests and invitees, over those portions of the Common Areas which said Owner, guests, and invitees are invited to use for their intended purposes.

4.3. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the Subject Property, and over, under, on and across the Common Areas, as may be reasonably

required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Subject Property. Also, easements over, under, on, and across the Common Areas as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the Subject Property including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, and cable television. However, easements affecting any Lot which serve any other portion of the Subject Property shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof unless otherwise set out in this Declaration. An Owner shall do nothing on his or her Lot which interferes with or impairs the utility services using these easements. The Board or its designee shall have a right of access to each Lot and Unit to inspect, maintain, repair or replace the utility service facilities contained on or under the Lot and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and Unit and, except in the event of an emergency, entry into any Unit shall be made with reasonable notice to the Owner.

4.4. Perimeter Walls and Fences. Walls and/or fences may be constructed along the perimeter of the Subject Property as more particularly described and depicted on the Site Plan. Should any portion of such walls or fences encroach upon an individual Lot as a result of the original construction or otherwise, the Association shall have an easement for such encroachment. Additionally, the Association shall have an easement along and across all Lots in order to access any wall or fence for the purpose of maintenance of same. Owners shall be prohibited from installing any additional landscaping, which will impair the Association's ability to maintain the walls or fences and the appurtenant landscaping unless said landscape improvements are approved by the Association (which improvement may be contingent on the Owner being required to remove said landscaping in order to allow the Association to effect its maintenance obligations).

4.5. Encroachments. If any portion of the Common Areas encroaches upon any Lot; if any Unit or other improvement encroaches upon any Lot or upon any portion of the Common Areas; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association, (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Areas; or (v) any non-purposeful or non-negligent act of an Owner except as may be authorized by the Board, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. There may be existing fences along the Subject Property lines, which currently encroach upon the Subject Property including the portions of the Subject Property which may be identified as future Common Areas. In such event, there shall be an easement for said encroachments, which easement shall exist so long as the encroachments stand. The Declarant shall have no obligation to remove or relocate any such encroachment(s). This provision shall not entitle any Owner to intentionally construct improvements which encroach

upon any other portion of the Subject Property and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, the Owner.

4.6. Easements. For overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Lots and the Common Areas. Owners of serviant Lots shall do nothing on their Lots which interfere or impair the use of this easement.

4.7. Additional Easements. Declarant, prior to Turnover, and the Association, on their behalf and on behalf of all Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Areas in favor of Declarant or any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing or future easements benefiting or affecting the Subject Property. In connection with the grant, modification, relocation, abandonment or termination of any easement, Declarant reserves the right to relocate roads, parking areas, utility lines, and other improvements upon or serving the Subject Property. So long as the foregoing will not unreasonably and adversely interfere with the use of Lots for dwelling purposes, no consent of any Owner or any mortgagee of any Lot shall be required or, if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the consent of the Owners and Institutional Lenders of Lots so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Declarant and/or the Association as their attorney-in-fact for the foregoing purposes, which appointment is coupled with an interest.

4.8. Sale and Development Easement. Declarant reserves and shall have an easement over, upon, across and under the Subject Property as may be required in connection with the development, construction, sale, promotion, or leasing, of any Lot or Unit within the Subject Property.

4.9. Support Easement. Each Unit shall be subject to an easement of lateral and sub-adjacent support for the benefit of the other Unit sharing common structural elements.

4.10. Roof Structural Overhang Easement. In any case where, as part of the original construction of a Townhouse Building, the roof or structural overhang of a Unit or Townhouse Building shall extend upon or over a Party Wall, or an adjoining Lot, or Common Area, the Unit Owner, his successor and assign shall have a perpetual, non-exclusive easement over such area upon which it encroaches for support, use, maintenance and repair of such item.

4.11. Maintenance Easement. The Association is granted a perpetual easement and right of access to go upon any Lot/Unit for the performance of the repair, maintenance and other obligations which are the responsibility of and which the Association has the right to undertake hereunder.

4.12. Signage. There is hereby reserved to Declarant, its successor and assigns, a perpetual non-exclusive easement to access all signage for St. George, if any, to identify Declarant, any general contractor selected by Declarant, and/or any affiliated or related entity and to install signage identifying the foregoing. Declarant shall have the right to maintain, modify, or remove such signage in its sole and absolute discretion, without the consent of the Association or any Owner.

4.13. Blanket Easement. The Association and Declarant are hereby granted blanket easements all over, above and across the Subject Property for construction, maintenance, operating of the Common Areas, their maintenance obligations hereunder, performing any other obligations hereunder or performing any obligation of an Owner hereunder for which the Association intends to impose an Individual Assessment.

5. USE RESTRICTIONS.

5.1. Townhouse Building/One Unit per Lot. Only one Unit shall be located on any Lot. A Townhouse Building shall be located on two or more Lots, as applicable.

5.2. Garages. All garage doors shall remain closed when not in use. No garage shall be converted into a general living area except with the prior written approval of the Approving Party.

5.3. No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the Subject Property or within any Lot or Unit, without the consent of the Approving Party. The foregoing shall not prohibit any Owner from leasing his Unit.

5.4. Leases. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles and the By-Laws, and copies delivered to the Approving Party prior to occupancy by the tenant (s). No lease shall be for a period of less than six (6) months, without the consent of the Approving Party. Additionally, no Unit shall be subject to more than two (2) leases in any twelve (12) month period. All leases must obtain the prior approval of the Association before occupancy. In this regard, the Association shall have ten (10) days from receipt of the lease application as well as a copy of the lease and any other information which the Association deems reasonable in order to either approve or disapprove the lease. Approval shall be in the form of a certificate and is required prior to any occupancy of the Unit by tenant(s). The Association shall have the further authority to charge an application fee for any such lease, in an amount as determined by the Board. The Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one month's rent be deposited into an account maintained by the Association and the security deposit under this Section shall be governed by Chapter 83, Florida Statutes.

5.5. Outside Storage of Personal Property. The personal property of any resident of the Subject Property shall be kept inside the resident's Unit, except for patio furniture

and accessories, which must be kept in the rear of the Lot and must be neat, in good condition and shall not be unsightly or interfere with the comfort or convenience of any other Owner or the Declarant.

5.6. Portable Buildings. No portable, storage, temporary or accessory buildings, sheds, or structures, or tents, shall be erected, constructed, placed, or located upon any Lot for storage or otherwise, without the prior written consent of the Approving Party, and in any event any such permitted building or structure must be screened from view from adjoining roads.

5.7. Garbage and Trash. Each Unit Owner shall regularly pick up all garbage, trash, refuse or rubbish on the Owner's Lot/Unit. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot shall only be done so after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash containers with lids. All containers, dumpsters or garbage facilities shall be stored inside a Unit and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

5.8. Vehicles and Boats. Only automobiles, vans, non-commercial pick-up trucks, and other vehicles manufactured and used as private passenger vehicles, may be parked within the Subject Property overnight without the prior written consent of the Approving Party, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Approving Party, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer (including boat trailers), or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a Unit overnight. No vehicles bearing a "For Sale" sign shall be parked within the public view anywhere in the Subject Property. No overnight parking is permitted on any streets, lawns, or area other than driveways and garages, without the consent of the Approving Party. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Subject Property. All vehicles parked within the Subject Property must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Subject Property outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the Subject Property. No motorcycle, motorbike, moped, go-ped, all-terrain vehicle, or other such vehicle is permitted to be operated within the Subject Property unless such vehicle is licensed for street use and equipped with appropriate noise- muffling equipment so that its operation does not create an unreasonable annoyance to the residents of the Subject Property, and if the Approving Party determines the operation of any such vehicle creates an unreasonable annoyance to the residents of the Subject Property, then after written demand from the Approving Party, the vehicle shall not be operated within the Subject Property. Subject to applicable laws, any vehicle parked in violation of these restrictions and the Declaration may be towed by the Association at the Owner's expense, any time after twenty four (24) hours after the Association has placed a notice of violation on the vehicle.

5.9. Pets. No animals, livestock or poultry of any kind shall be permitted within the Subject Property except for common household domestic pets. The Owners may keep a maximum of two (2) of either cats or dogs or a combination thereof per Unit. No pit bull terriers are permitted without the consent of the Approving Party. No pets weighing in excess of 50 lbs. are permitted. Any pet must be carried or kept on a leash when outside of a Unit or fenced-in area. No pet shall be permitted to go or stray on any other Lot without the permission of the Owner of the Lot. A pet must not be an unreasonable nuisance or annoyance to other residents of the Subject Property, which nuisance or annoyance shall be determined in the sole discretion of the Board and will include any pet that shows any dangerous propensity towards persons or others pets. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the Subject Property. No commercial breeding of pets is permitted within the Subject Property. The Approving Party, in its sole discretion, may require any pet to be immediately and permanently removed from the Subject Property owing to a violation of this paragraph.

5.10. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

5.11. Clotheslines and Outside Clothes Drying. No clothesline or clothes-poles shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the Approving Party shall have the right to approve the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing. No rugs, mops or laundry shall be shaken or hung so as to be visible to the outside of any Unit.

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

5.13. Outside Antennas and Flag Poles. No outside signal receiving or sending antennas, radio mast, tower, aerial, satellite dish or devices are permitted without the consent of the Approving Party, except satellite dishes which are installed in accordance with the specifications and guidelines as set forth by the Approving Party. Any satellite dishes which cannot be installed pursuant to said specifications shall be prohibited without the prior approval of the Approving Party. The foregoing shall not prohibit any antennae or signal receiving dish owned by the Approving Party which services the entire Subject Property. No flag poles are permitted without the consent of the Approving Party, except as described in, and in compliance with, Section 720.304(2), Florida Statutes, as amended.

5.14. Lakes and Canals. No swimming or motorized boating is allowed in any lake or canal within or contiguous to the Subject Property. No Owner shall deposit or dump any garbage or refuse in any lake or canal within or contiguous to the Subject Property.

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

5.16. Signs. No signs shall be placed in or upon any Unit which are visible from the exterior of the Unit, without the prior written consent of the Approving Party. Real estate signs for sale, lease or rental for the specific unit may be no larger than forty (40) square inches. Only one real estate sign shall be permitted at a Unit. No real estate sign may be closer than three (3) feet from a Lot line. No other commercial signs are permitted. The Declarant is exempt from this restriction and may place signage related to the selling and marketing of the Units, until all of the Units have been sold. In the event any sign is installed on any Lot or on the exterior of any Unit which violates this Paragraph, the Approving Party shall have the right to remove such sign without notice to the Owner, and the removal shall not be deemed a trespass and the Approving Party shall not be liable to the Owner for the removal or for any damage or loss to the sign.

5.17. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding fourteen (14) days after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. Additionally, the Association shall have the authority to promulgate guidelines as to the types of hurricane shutters, if any, which are permissible, and any such installation shall require the prior approval of the Approving Party. The Association and/or the Approving Party shall have the additional authority to promulgate guidelines as it relates to when both approved temporary and/or approved permanent hurricane shutters may be in the closed position as well as when they shall either be opened or removed from the Unit.

5.18. Surface Water Management. No Owner or any other Person shall do anything to adversely affect the surface water management and drainage of the Subject Property, including but not limited to the excavation or filling in of any lake or any portion of the Subject Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Subject Property by Declarant or by the developer of any portion of the Subject Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place any fill on the Owner's Lot which could adversely affect the drainage of any contiguous Lot.

5.19. Swimming Pools. No above ground swimming pools, spas, or the like, shall be installed without the consent of the Approving Party.

5.20. Fences, Walls and Screens. No fences, walls or screens shall be installed without the consent of the Approving Party as to the location and type of the fence, wall or screen. The Approving Party, in approving any fence, wall or screen as elsewhere provided, shall have the right to require all fences, walls and screens throughout the Subject Property to be one or more specified standard type(s) of construction and material, and color, and shall have the right to prohibit any other types of fences, walls and/or screens and shall further have the right to change such standard as to any new fences, walls or screens from time to time, as the Approving Party deems appropriate.

5.21. Holiday Lights, Other Lighting and Decoration. Except for seasonal holiday lights, all exterior lighting and outside displays shall require the approval of the Approving Party which may establish standards for holiday lights. The Approving Party may require removal of any lighting or outside display that creates a nuisance (e.g., unacceptable spillover to adjacent Unit). All holiday lights and decorations shall be removed within 45 days of the date of the applicable holiday.

5.22. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Subject Property without approval of the Approving Party. No basketball backboards, skateboard ramps, or play structures will be permitted without approval by the Approving Party. Such approved equipment shall be located at the rear of the Unit or on the inside portion of corner Units within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of the Lot. No basketball hoops shall be attached to a Unit and any portable basketball hoops and other sports equipment must be stored inside the Unit when not in use.

5.23. Extended Vacation and Absences. In the event a Unit will be unoccupied for an extended period, the Unit must be prepared prior to departure by: (i) notifying the Association; (ii) removing all removable furniture, plants and other objects from outside the Unit; and (iii) designating a responsible firm or individual to care for the Unit, should the Unit suffer damage or require attention; and (iv) providing a key to that firm or individual for access. The name of the designee shall be furnished to the Association. The Association shall have no responsibility of any nature relating to any unoccupied Unit.

6. ARCHITECTURAL CONTROL FOR EXTERIOR CHANGES.

6.1.1. Purpose. The Approving Party shall have the right to exercise architectural control over all Improvements, to assist in making the entire Subject Property a community of high standards and aesthetic beauty. Such architectural control may include, but shall not be limited to, all architectural aspects of any Improvement including, but not limited to, size, height, site planning, set-back, exterior design, materials, colors, open space, landscaping, water-scaping, and aesthetic criteria.

6.1.2. Owner to Obtain Approval. No Owner shall make any Improvement, and no Owner shall apply for any governmental approval or building or other permit for any Improvement, unless the Owner first obtains the written approval of the Improvement from the Approving Party.

6.1.3. Request for Approval. Any request for approval by the Approving Party of any Improvement shall be in writing and shall be accompanied by plans and specifications or other details as the Approving Party may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications, including a survey prepared by a licensed engineer, submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed Improvements. If the Approving Party deems the plans and specifications deficient, the Approving Party may require such further detail in the plans and specifications as the Approving Party deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the Approving Party may postpone review of any plans submitted for approval. The Approving Party shall have the right to charge a reasonable fee to any Person requesting architectural approval, including where applicable the fee of any architect and/or engineer hired by the Approving Party to review any plans or specifications, provided that the Approving Party shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. Additionally, the Approving Party shall have the authority to charge a reasonable security deposit if the Approving Party believes in its sole discretion that the type of Improvement proposed may result in damage to the Common Areas or any other Lot. The security deposit may be used in the sole discretion of the Approving Party. The Approving Party shall not be obligated to review or approve any plans and specifications until such fee and/or deposits are paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable Improvement of any property, but may be withheld due to aesthetic considerations.

6.1.4. Approval. The Approving Party shall notify the Owner of its approval or disapproval, or that the Approving Party requires additions to the plans and specifications or other materials, by written notice within 30 days after request for such approval is made in writing to the Approving Party, and all documents, plans and specifications, and other materials required by the Approving Party in connection with such approval have been submitted. Prior to Turnover, unless determined otherwise by the Approving Party, all submissions shall be delivered or sent to 1390 South Dixie Highway, Suite 2213, Coral Gables, Florida, 33146 until the Approving Party has received what the Approving Party, in its sole discretion, determines to be all documents, plans, and specifications, and all other materials including any fees, the application shall not be deemed "submitted". In consenting to any proposed Improvement, the Approving Party may condition such consent upon changes being made and any such approval shall be deemed a denial or rejection unless and until the party requesting the approval agrees to the changes. If the Approving Party approves, any Improvement, the Owner requesting approval may proceed to make the Improvement in strict conformance with the plans and specifications approved, subject to any conditions of the

Approving Party's approval, and shall not make any material changes without the approval of the Approving Party. All references in this Declaration to approval of or by the Approving Party or similar language shall be deemed to mean the written approval described in this Section 6.

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

6.1.6. Inspections. Upon the completion of any Improvement, the applicable Owner shall give written notice of the completion to the Approving Party. Within 90 days thereafter, the Approving Party shall inspect the Improvement and notify the Owner in writing that the Improvement is accepted, or that the Improvement is deficient because it was not completed in conformance with the approved plans and specifications or in a manner otherwise acceptable to the Approving Party, specifying the particulars of such deficiencies. Within 30 days thereafter the Owner shall correct the deficiencies set forth in the notice, and upon completion of the work the Approving Party shall again be given a notice of the completion, and the provisions of this paragraph shall again become operative. If the Approving Party fails to notify the Owner of any deficiencies within 90 days after receipt of a notice of completion the Improvement shall be deemed to have been accepted by the Approving Party.

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

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

6.1.9. Compliance with Governmental Requirements. In addition to the foregoing requirements, any Improvement made by any Owner must be in compliance with the requirements of all applicable governmental authorities, and the Owner shall be required to obtain any and all required building and other permits from the issuing governmental authority in compliance with all applicable laws, regulations and governmental requirements. Any consent or approval by the Approving Party to any Improvement may be made conditioned upon the Owner obtaining a building permit for same, or providing the Approving Party written evidence from the controlling governmental authority that such permit will not be required, and in that event the Owner shall not proceed with any Improvement until such building permit or evidence that a building permit is not required is obtained and submitted to the Approving Party.

6.1.10. Certificate. Within 10 business days after the request of any Owner, the Approving Party shall issue without charge a written certification in recordable form as to whether or not the Improvement located upon the Owner's Lot comply with the provisions of this Declaration.

6.2. Rules and Regulations. The Approving Party may adopt additional reasonable rules and regulations relating to the use and maintenance of the Subject Property, and rules and regulations relating to the recreational facilities within the Subject Property may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the Approving Party to any Owner upon written request.

6.3. Waiver. The Approving Party shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any Lot where, in the discretion of the Approving Party, special circumstances exist which justify such waiver or deviation, or such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the Approving Party, will not unreasonably and adversely affect any other Owners. In granting any waiver or deviation, the Approving Party will impose such conditions and restrictions as the Approving Party may deem necessary and the Owner shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Approving Party, or any other person having the right to

enforce these restrictions from insisting upon strict compliance with respect to all other Lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the Approving Party as to any matter shall not be deemed binding upon the Approving Party in the future, and shall not require the Approving Party to grant similar approvals in the future as to any other Lot or Owner.

6.4. Exceptions. The restrictions set forth in this section shall not apply to Declarant, or to any portion of the Subject Property while owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Subject Property and the construction of any Units, buildings, Townhouse Buildings and other Improvement thereon, or any activity associated with the sale or leasing of any Units, by Declarant. In addition, Declarant shall have the right to exempt any other builder or developer from any of the foregoing restrictions. Specifically, and without limitation, Declarant shall have the right to, and any other builder or developer who is exempted from the foregoing restrictions by Declarant shall have the right to: (i) construct any buildings or Improvements within the Subject Property, and make any additions, alterations, improvements, or changes thereto, (ii) maintain customary and usual sales, leasing, general office and construction operations on any Lot or the Subject Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the Subject Property for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any Lot; and (v) post, display, inscribe or affix to the exterior of a Unit or upon any portion of the Subject Property, signs and other materials used in developing, constructing, selling or promoting any Lot.

7. MAINTENANCE, REPAIR AND OTHER OBLIGATIONS OF OWNERS AND THE ASSOCIATION RELATING TO TOWNHOUSE BUILDINGS AND LOTS.

7.1. Party Fences. Party Fences shall be maintained by the Association. Each Owner shall have the right to full use of its Party Fence, subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Unit or in any manner impair the value of the Party Fence. If any maintenance, repair or construction is brought about solely by the negligent or willful misconduct of a Unit Owner, any expense incidental thereto shall be borne solely by such Unit Owner.

7.2. Lot Landscaping. The initial landscaping of any Lot shall be installed by the Declarant and any material modifications, additions, or substitutions thereof, must be approved by the Approving Party. The Association shall be required to maintain the original landscaping and/or replacements on any Lot, and on any contiguous property between any Lot and the pavement edge of any abutting road, all in accordance with the landscaping plans approved by the Approving Party, and in accordance with the provisions of this Declaration and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the Association in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, weed, insect and disease control shall be performed by

the Association. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the Approving Party. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any Lot. While the Association is responsible for landscaping, such responsibility is limited to the standard landscaping package installed by the Declarant. The Association may, at an additional charge, but is not obligated to, maintain any additional landscaping (which must be approved by the Association as provided herein) installed by the Owner or upgraded landscaping, including landscaping associated with any pool or patio installation or the like, even if it is installed by the Declarant. The Association has the authority to maintain said landscaping, which additional cost shall be the responsibility of the Lot Owner and shall be considered an assessment against that Lot, collectible as an Individual Assessment.

7.3. Irrigation System. There shall be a master irrigation system for the Common Areas which shall be installed by Declarant, the cost of maintaining and operating said system shall be a Common Expense. The Association shall have a perpetual easement for access to said system and to perform said maintenance. Each Lot shall have its own irrigation system which shall be maintained by the **Association**. The Association shall be responsible for providing water for Lot irrigation as a Common Expense, sufficient to allow for the proper maintenance of all landscaping on the affected Lot and contiguous Common Areas if applicable.

7.4. Interior/Exterior Unit Owner Maintenance. Each Owner shall maintain the interior of his/her Unit (including, without limitation, the HVAC system servicing his/her Unit) and all improvements and personal property upon his/her Lot in a first class condition at all times, including, without limitation, the exterior Lot/Unit doors, windows, hardware, driveways, but excluding only the portions of the Unit and Lot to be maintained, repaired and replaced by the Association as provided in this Declaration. All sidewalks, driveways and parking areas within the Owner's Lot or serving the Owner's Unit shall be cleaned and kept free of debris, cracks, or eroding areas by the Unit Owner and same shall be pressure cleaned, repaired, replaced and/or resurfaced as necessary, all by the Unit Owner at its sole cost and expense. No Owner shall change the exterior color of his Unit (including without limitation the stucco, front door, garage door, trim and gutters) without the consent of the Approving Party.

7.5. Exterior Maintenance of Townhouse Buildings. In addition to maintaining the Common Areas, the Association shall provide exterior maintenance/repair of each Townhouse Building, the cost of which shall be deemed a Common expense, to the extent that such is necessitated by normal wear and tear, as follows: painting, repairing, replacement, improvement and general maintenance of the common roofs, the exterior surfaces of the Townhouse Buildings and exterior improvements made by the Declarant prior to the transfer of title to the Unit to the Owner. Such exterior maintenance shall exclude glass surfaces, areas fenced or screened for patio purpose, any other exterior appurtenances added by Owner or any other matter or item that is the responsibility of Unit Owner under this Declaration. In the event that the need for any repair or replacement in connection with any Unit is due to willful or negligent act or omission of an Owner, his family, guests, invitees, tenants, agents or contractors or for any

reason other than natural wear and tear or acts of God, the cost of such repair, maintenance, or replacement shall be added to and become part of the Individual Assessment to which such Unit is subject.

7.6. Replacement of Common Roofing. It is anticipated that the roofs of all Townhouse Buildings will deteriorate to the point where it is not effective to continue to repair them. The Association hereby assumes the obligation to replace the Common Roofing of the Townhouse Buildings when it determines that it is necessary to do so. All Unit Owners within a Townhouse Building will cooperate with the Association in connection with any such roof replacement. The Association shall engage a contractor it selects, in its sole and absolute discretion, to undertake and perform the roof replacement. All costs associated therewith shall be paid by the Association as a Common Expense.

8. ASSESSMENT FOR COMMON EXPENSES.

8.1. Generally. Each Owner of a Unit shall be responsible for the payment to the Association of Assessments for Common Expenses for each Unit owned by the Owner, which amount shall be assessed to the Owner as described below. Additionally, each Owner shall be responsible for the payment to the Association of any Assessments owed by the prior Owner, except for any Assessments owed by Declarant, and except as provided in this Declaration.

8.2. Budget. Prior to the beginning of each fiscal year of the Association, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The Board shall then establish the Assessment for Common Expenses for each Unit, which shall be equal and shall be determined by dividing the total amount to be assessed for Common Expenses by the number of Units for which Assessments for Common Expenses are to be made pursuant to the budget. The Association shall then notify each Owner in writing of the amount, frequency and due dates of the Assessment for Common Expenses. From time to time during the fiscal year, the Board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Assessments for Common Expenses. If the expenditure of funds for Common Expenses is required in addition to funds produced by regular Assessments for Common Expenses the Board may make Special Assessments for Common Expenses, which may include Assessments to provide funds to pay for an existing or proposed deficit of the Association, or for any additions, alterations, or improvements to any Common Area, or for any other purpose. Special Assessments for Common Expenses shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in one lump sum or as otherwise determined by the Board in its sole discretion and as stated in the notice of any Special Assessment for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies

the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any Assessments for Common Expenses be due less than ten (10) days from the date of the notification of such Assessments.

8.3. Working Capital Contribution. A working capital contribution in an amount equal to two (2) months assessments for Common Expenses may be collected by the Declarant in addition to the Owner's responsibility for assessments for Common Expenses at the time of transfer of title of any parcel from the purchaser thereof, provided, however, that the Declarant shall not be obligated to collect such capital contributions, and any decision regarding same shall be subject to the sole and absolute discretion of the Declarant as it deems appropriate. This contribution may be used by the Board for any purpose it deems necessary or appropriate including, but not limited to, the funding of day to day operational expenses of the Association or the acquisition of additional equipment and/or services. More specifically, the Declarant shall have the authority to use any funds collected as capital contributions for the purposes of offsetting any deficit which the Declarant may be responsible to pay. Amounts paid into this fund are not assessments and shall not be considered as an advanced payment of assessments.

8.4. Declarant. Notwithstanding the foregoing, during the period when Declarant appoints a majority of the directors of the Board of the Association, Declarant shall not be liable for Assessments for Common Expenses for any Lots owned by Declarant, but during such period, Declarant shall be responsible for all Common Expenses actually incurred by the Association in excess of the Assessments for Common Expenses and any other income received or receivable by the Association, including working capital funds contributions. During such period when Declarant appoints a majority of the directors of the Board of the Association, the Assessments for Common Expenses shall be established by Declarant as an amount not greater than Declarant's estimate of what the expenses of the Association would be if all Units and Improvements contemplated within the Subject Property were completed, so that Assessments for Common Expenses during such period will be approximately what the Assessments would be if the development of the Subject Property as contemplated by Declarant was complete. Notwithstanding the foregoing, in the event the Association incurs any expense not ordinarily anticipated in the day-to-day management and operation of the Subject Property, including but not limited to expenses incurred in connection with lawsuits against the Association, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of Declarant for such Common Expenses shall not exceed the amount that Declarant would be required to pay if it was liable for Assessments for Common Expenses as any other Owner, and any excess amounts payable by the Association shall be assessed to the other Owners.

9. INSURANCE ON TOWNHOUSE BUILDINGS.

9.1 Insurance Coverage. All insurance purchased pursuant to this Section 9 shall be purchased by the Association and paid for as a Common Expense and shall be for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interests may appear. Each Unit Owner and the Association hereby agree to waive any claim against each

other and other Unit Owners for any loss or damage for which insurance is carried where the insurer has waived its rights of subrogation. The following coverage shall be obtained by the Association in connection with Townhouse Buildings:

The Townhouse Buildings shall be insured in an amount equal to the maximum insurable replacement cost thereof, exclusive of foundations. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the Standard Extended Coverage Endorsement and all other risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, without limitation, vandalism, malicious mischief, windstorm, but shall be endorsed to exclude "Additional Property Not Covered" (CP1420). Public liability insurance coverage within each Unit, together with insurance coverage on furnishings, carpet, draperies, appliances, cabinets and all other items of personal property belonging to the an Owner which are excluded under the Master Policy obtained by the Association, and all other items not covered by the insurance purchased by the Association, shall be the sole and direct responsibility of the Owners thereof. Owners may carry other insurance for their benefit at their expense, provided all such policies contain waivers of subrogation and provided further that no liability of the carriers issuing insurance obtained by the Association shall be affected or diminished by reason of any such additional insurance carried by any Owner.

9.2 Proceeds of Insurance. Proceeds of insurance on account of damage to a Townhouse Building shall be held for the benefit of the Unit Owners of the damaged Units in proportion to the cost of restoring the damaged Units. Proceeds of insurance shall be distributed by the Association in the following manner:

- a. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after paying said costs shall be distributed to the Association.
- b. If it is determined that the damage for which the proceeds were paid shall not be reconstructed, the proceeds shall be paid to the Unit Owners and their mortgagees, as their interests may appear.

9.3 Authority of Association. The Association is irrevocably appointed agent and attorney in fact for each Unit Owner and for each mortgagee of a mortgage on a Unit, to adjust all claims arising under insurance policies purchased by the Association under this Section 9, to execute and deliver releases upon payment of claims, and to otherwise effect the repair/reconstruction described herein (hereinafter collectively referred to as a "repair").

9.4 Responsibility of Owners. If the damage is only to those parts of a Unit for which the responsibility of repair is that of the Unit Owner, then the Unit Owner shall be responsible for such repair after casualty and all costs and expenses associated therewith, which shall be effected within 30 days of the occurrence of the damage, in accordance with guidelines

established by the Board.

9.5 Nature of Repair. All repairs performed hereunder shall be substantially in accordance within the plans and specifications of the original Townhouse Building, or as the Townhouse Building was last constructed, subject to modification to conform with the then current governmental laws, codes, restrictions and regulations.

9.6 Estimates/Selection of Contractors. In all instances hereunder, after a casualty causing damage to a Townhouse Building for which the Association has the responsibility of repair, the Association shall obtain estimates of the repair costs. The Association shall have the absolute right, in its sole discretion, to enter into such contracts or terms acceptable to the Association, in its sole and absolute discretion with contractors, and such other parties and professionals it deems necessary or appropriate to effect any repair for which it is responsible.

9.7 Shortfall. In the event the proceeds of insurance are not sufficient to defray the estimated costs of any repair, or if any time during a repair or upon completion of repair the funds for the payment of the costs of repair are insufficient, Special or Individual Assessments shall be made against all affected Unit Owners in sufficient amounts to provide funds for the full payment of such costs, in proportion to the cost of repair of their respective Units and the Unit Owners shall not have any right to vote on the levying of such Assessments, regardless of anything contained herein or in the Association Documents to the contrary.

9.8 Disposition of Proceeds. The insurance proceeds (such insurance proceeds, together with any Special or Individual Assessments are hereinafter referred to as the "Construction Fund") shall be disbursed directly to the Association. The Association shall make payments from the Construction Fund on account of labor, materials, services, work and all other costs and expenses associated with the repair, pursuant to and in accordance with the term of the contracts entered into by the Association as described above, or as otherwise directed to make or withhold payments by the Board of Directors.

9.9 Mortgages. In the event a mortgagee endorsement has been issued relative to any Unit, the share of the proceeds attributable to the Unit Owner shall be held in trust for the mortgagee. Notwithstanding, the foregoing, or anything contained herein to the contrary, no mortgagee shall have the right to determine or otherwise participate in any manner in the determination of whether or not damaged property shall be repaired, or otherwise in any manner participate in the repair process, nor shall any mortgagee have the right to apply for insurance proceeds or have insurance proceeds applied to, the reduction of the debt secured by its mortgage, except actual distributions of insurance proceeds made to the Unit Owner and mortgagee. All mortgagees shall waive the right to said proceeds.

9.10 Authority of the Association. In all instances hereunder, all decisions, duties and obligations of the Association under this Section 9, shall be made by the Board of Directors.

9.11 Personal Property and Liability. Except as specifically provided herein, the Association shall not be responsible to Unit Owners to obtain insurance coverage other than as expressly set forth herein, including, but not limited to, personal property, personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

9.12 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate. The Board shall determine the appropriate deductible for each policy of insurance. Each Owner, by acceptance of a deed or other conveyance of a Unit hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

10. DEFAULT.

10.1. Monetary Defaults and Collection of Assessments.

10.1.1. Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, or if any check for any Assessment is dishonored, the Association shall have the right to charge the applicable Owner a late or bad check fee of five percent (5%) of the amount of the Assessment, or Twenty Five Dollars (\$25.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

10.1.2. Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than forty five (45) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses, plus interest at the highest rate permitted by law from the date of such notice until the accelerated Assessments for Common Expenses are paid. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all special Assessments for Common Expenses, Individual Assessments, and/or for all other Assessments payable to the Association.

10.1.3. Lien for Assessments. The Association has a lien on each Unit for unpaid Assessments owed to the Association by the Owner of such Unit, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection

of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and shall relate back to the date this Declaration was recorded, however, as to first mortgages of all Institutional Lenders, the lien is effective from and after the recording of the claim of lien in the Public Records of Palm Beach County, Florida. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien in recordable form. Notwithstanding anything to the contrary stated herein, a lien of the Association for unpaid Assessments shall be subordinate to the first mortgage interest of all Institutional Lenders.

10.1.4. Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board in its sole discretion is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

10.1.5. Rental and Receiver. If an Owner remains in possession of its Unit and a foreclosure judgment has been entered, the court, in its discretion, may require the Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver must be paid by the non-prevailing party in the lien foreclosure action.

10.1.6. Subordination of lien. Where any person obtains title to a Unit pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a Unit in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Unit and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof as follows: subject to the limitation set forth in section 720.3085(2)(c), Florida Statutes, an amount equal to the lesser of (1) the Unit's unpaid Common Expenses and regular periodic or special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt. The unpaid Assessments or other monies are Common Expenses collectible from all of the Owners, including such acquirer and his successors

and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments for Common Expenses and such other expenses as may be assessed to the Owner's Unit. Any person who acquires a Unit, except through foreclosure, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association, and shall not be entitled to occupancy of the Unit or enjoyment of the Common Areas, or of the recreational facilities as same may exist from time to time, until such time as all unpaid Assessments and other monies have been paid in full.

10.1.7. Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association, to any third party.

10.1.8. Unpaid Assessments Certificate. Within 15 days after written request by any Owner or any Institutional Lender holding or making a mortgage encumbering any Unit, the Association shall provide the Owner or Institutional Lender a written certificate as to whether or not the Owner of the Unit is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration and stating all Assessments and other sums owed to the Association by the Owner, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Unit shall be protected thereby.

10.1.9. Application of Payments. Any payments made to the Association by any Owner shall first be applied to any interest accrued, then to any administrative late fee, then toward reasonable attorneys' fees and costs incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Owner, then to the delinquent Assessment.

10.2. Non-Monetary Defaults. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within fourteen (14) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

10.2.1. Impose a fine against the Owner or tenant as provided in Section 7.3; and/or

10.2.2. Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances,

including injunctive relief; and/or

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

10.2.4. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

10.2.5. Suspend, for a reasonable period of time, the right of an Owner, its Tenant, guest, or its invitee, to use the Common Areas or facilities, to the extent permitted by Chapter 720, Florida Statutes.

10.3. Fines. The amount of any fine shall be determined by the Board which shall be in accordance with limitations as set forth in Chapter 720 of the Florida Statutes. This shall include the authority to treat violations of a continuing nature, as a continuing violation without the need for additional notice and the opportunity for a hearing, as further set forth below. Prior to imposing any fine or suspension, the Owner or tenant shall be afforded an opportunity for a hearing, after not less than fourteen (14) days' notice to the Owner or tenant and any other party sought to be fined or suspended, which shall include (i) a statement of the date, time, and place of the hearing, (ii) a statement of the provision of the Declaration, Bylaws, and Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. A hearing shall be conducted in front of a committee made up of at least three (3) Members, as further defined by and limited in Chapter 720, Florida Statutes. Any fine or suspension imposed by the Board and approved by the committee shall be set forth in a written notice by mail or hand delivery to the Owner and any other party, if applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided. In any event, the Association shall not have the right to impose any fine against Declarant.

10.4. Negligence. An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Unit, or the Common Areas.

10.5. Responsibility of an Owner for Occupants, Tenants, Guests, and Invitees. To the extent otherwise provided under the laws of the State of Florida, each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Unit, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other

Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, the By-Laws, or the Rules and Regulations, as promulgated from time to time by any resident of any Unit, or any guest or invitee of an Owner or any resident of a Unit, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

10.6. Right of Association to Evict Tenants, Occupants, Guests and Invitees. To the extent permitted under applicable law, with respect to any tenant or any person present in any Unit or any portion of the Subject Property other than an Owner and the members of his immediate family permanently residing with him in the Unit, if such person shall violate any provision of this Declaration, the Articles, or the Rules and Regulations, or fail to pay any monetary obligation, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Subject Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Subject Property and if such person does not do so, to the extent permitted by applicable law, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Subject Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such as an Individual Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

10.7. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the By-Laws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

10.8. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the By-Laws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

10.9. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Declarant (so long as Declarant is an Owner), or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration, including attorneys' fees, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting

to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and an Owner may recover amounts determined by the court to be necessary to reimburse the Owner for his/her share of Assessments levied by the Association to fund its expenses of litigation.

11. Sale of Units. In order to assure a community of congenial residents and thus protect the value of the Units, the sale of Units shall be subject to the following provisions:

11.1. Notice to Association. The Owner shall notify the Association in writing of his or her intention to sell his or her Unit and furnish with such notification a copy of the contract for purchase and sale. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers. It is, however, the intent of this paragraph to impose an affirmative duty on the Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

11.2. Application. A prospective buyer who wishes to buy a Unit will submit a completed application to be provided by the Association together with a reasonable non-refundable application fee. The Association will have the right to cause an investigation to be made as to any prospective buyer. Upon receipt of a negative report, the Board may refuse the approval of any prospective buyer.

11.3. Approval. Upon receipt of a copy of the contract for purchase and sale, the Association may within ten (10) business days, issue a certificate ("Certificate of Approval") indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the Owner's mailing address for all future assessments and other correspondence from the Association. Prior to the issuance by the Association of a Certificate of Approval indicating the Association's approval of the transaction, the purchaser will be required to agree to comply with the rules and regulations of the Association. All requirements of the Certificate of Approval should be fully completed prior to the transfer and the Certificate of Approval will be recorded together with the deed. Should any deed be recorded without the prior issuance of the Certificate of Approval, the grantor and grantee will both be jointly and severally liable for any and all obligations relative to the Unit at issue, including but not limited to assessments, fines, penalties or other restrictions.

12. Terms of Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title,

for a period of fifty (50) years from the date of this Declaration, unless within such time, one hundred percent (100%) of the Owners execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the Association execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of the County in which the Subject Property is located, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any Lot, or holds any mortgage encumbering any Lot.

13. AMENDMENT.

13.1. Generally. This Declaration may be amended upon the approval of not less than a majority of the voting Owners, except that if any provision of this Declaration requires more than a majority vote of the Owners to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. Additionally, prior to Turnover date, this Declaration may be amended from time to time, by Declarant without the consent of the Association or any Owner, and no amendment may be made by the Owners without the written joinder of Declarant. Such right of Declarant to amend this Declaration shall specifically include, but shall not be limited to, (i) amendments adding any other property to the Subject Property, or deleting any property from the Subject Property which will be developed differently than the Subject Property (provided that any such amendment shall require the joinder of the Owners of such property or any portion thereof if the owners are different than Declarant, and further provided that Declarant shall not have the obligation to add any property to or delete any property from the Subject Property), and (ii) amendments required by any Institutional Lender or governmental authority in order to comply with the requirements of same. Declarant's right to amend the Declaration provision is to be construed as broadly as possible. In order to be effective, any amendment to this Declaration must first be recorded in the Public Records of the County in which the Subject Property is located, and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

13.2. No Prejudice. No amendment shall discriminate against any Owner or class or group of Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners affected by such amendment join in the execution of the amendment. No amendment may adversely affect the priorities of Institutional Lenders liens or rights to foreclose its lien or that otherwise materially affects the rights and interest of Institutional Lenders, granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any

way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

13.3. SFWMD. Notwithstanding anything contained herein to the contrary, any amendment to this Declaration which would adversely affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

13.4. Withdrawal of Property. Notwithstanding anything contained herein to the contrary, any amendment that withdraws property from the terms of the Declaration, shall not be recorded unless approved in writing by the Palm Beach County Attorney's Office.

14. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS. Institutional Lenders shall have the rights afforded mortgagees under Chapter 720 Florida Statutes, as amended.

15. Miscellaneous.

15.1. Conflict with Articles or By-Laws. In the event of any conflict between the Articles and the By-Laws and this Declaration, this Declaration, the Articles, and the By-Laws, in that order, shall control.

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

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

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

15.5. Assignment of Declarant's Rights. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles, or the By-Laws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Subject Property, to any person or entity pursuant to an assignment recorded in the Public Records of the County in which the Subject Property is located. The assignee of any partial assignment of any of the rights of Declarant shall not be deemed the Declarant, and shall have no

other rights, privileges or options other than as are specifically assigned. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assignee and agrees to assume such liability.

15.6. Performance of Association's Duties by Declarant. Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant expense the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the budget of the Association and the ASSESSMENTS for Common Expenses payable by the Owner, provided however that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

15.7. Inapplicability of Condominium Act. It is acknowledged that the Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

15.8. Utility Deposits. It is acknowledged that various utility deposits may be required for utility services for the Common Areas which will be supplied as a COMMON EXPENSE, and in the event Declarant pays for such deposits, Declarant shall be entitled to reimbursement from the Association when funds are available for such reimbursement, and until Declarant is reimbursed for any deposits paid by it, Declarant shall be entitled to any refunds of any utility deposits from the appropriate authority holding same, and if any deposit is refunded to the Association, same shall be promptly paid to Declarant by the Association upon receipt.

15.9. Representations. Declarant make's no representations concerning development both within and outside the boundaries of the Subject Property or adjacent to or near the Property, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number or pricing of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

15.10. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN 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 PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUEST, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

15.10.1. 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 SUBJECT PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF.

15.10.2. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY OR PREVENTS TORTIOUS ACTIVITIES.

15.10.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND 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 PERSONS(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE SUBJECT PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAVE BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

15.11. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE SUBJECT PROPERTY ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME CONDUCTING CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE SUBJECT PROPERTY. BY THE ACCEPTANCE OF HIS/HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSES OR OTHER INTEREST, AND BY USING ANY PORTION OF THE SUBJECT PROPERTY, 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 HIS/HER CHILDREN OR OTHER PERSONS UNDER HIS/HER CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY AREA WITHIN OR IN PROXIMITY TO THE SUBJECT PROPERTY 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) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

15.12. Security. ALL OWNERS, OCCUPANTS AND USERS OF THE SUBJECT PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE INSTALLATION OF A GATE OR ANY OTHER DEVICE OR IMPROVEMENT CANNOT BE RELIED ON TO PREVENT UNINVITED OR UNAUTHORIZED ENTRY OF PERSONS ONTO THE SUBJECT PROPERTY NOR IS SUCH PLACEMENT AND ITS OPERATION AN ASSURANCE OR GUARANTY THAT ANY CRIME OR NUISANCE WILL BE PREVENTED THEREBY. ALL OWNERS, OCCUPANTS AND USERS OF THE SUBJECT PROPERTY BY ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSES OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT HE/SHE WILL NOT FORGO THE ACQUISITION AND INSTALLATION OF A HOME SECURITY SYSTEM OR THE VOLUNTARY ADOPTION OF REASONABLE ACTS OF CAUTION AND RESTRAINT IN ALLOWING THIRD PARTIES FROM ACCESS TO THEIR UNIT OR PERSONAL PROPERTY BECAUSE OF THE EXISTENCE OF THE SUBJECT PROPERTY SECURITY AND (ii) THE HE/SHE DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY WHICH HE/SHE MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF HIM/HER HEREAFTER CAN, SHALL OR MAY HAVE FOR, UPON OR BY REASON OF THE SUBJECT PROPERTY SECURITY OR LACK THEREOF AND ITS LIMITATIONS. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA

15.13. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION, BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT HE/SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE

OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE SUBJECT PROPERTY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, CONVEY, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH HE/SHE MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGNEE OF HIM/HER HEREAFTER CAN, SHALL OR MAY HAVE FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

15.14. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTIONS, ENFORCEMENT ACTION OR OMISSION ON THE PART OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

15.15. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTES A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSES ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN PALM BEACH COUNTY, FLORIDA. DECLARANT HAS AN OFFICE IN PALM BEACH COUNTY, FLORIDA AND EACH HOME IS LOCATED IN PALM BEACH COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 15th day of December, 2014.

WITNESSES:

[Signature]

Shawn Butters

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

By: [Signature]

ATTEST: [Signature]

The foregoing instrument was acknowledged before me this 15th day of December, 2014, by Alejandro Gomez, as President, on behalf of the corporation on behalf of the corporation.

(Seal)

[Signature]
Notary Public, State of
Florida at Large

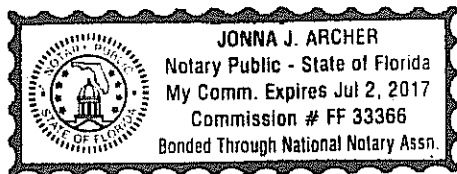


EXHIBIT "A"

ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION
FOR
ST. GEORGE HOMEOWNERS' ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)**

FILED
13 OCT 14 AM 9:28
SECRETARY OF STATE
PALM BEACH COUNTY, FLORIDA

**ARTICLE I
NAME**

The name of this not-for-profit corporation shall be ST. GEORGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association"). The principal office and mailing address of the Association shall be 4400 N. Federal Highway, Suite #30, Boca Raton, FL 33431, or at such other place as may be designated from time to time by the Board of Directors.

**ARTICLE II
PURPOSE**

The general nature, objective and purpose of the Association is to serve and promote the collective interests of the owners of Units at the townhouse development in Delray Beach, Palm Beach County, Florida, known as St. George ("Property"), as those interests relate to the Property which is subject to a Declaration of Covenants, Restrictions and Easements to be recorded in the Public Records of Palm Beach County, Florida and amended from time to time (the "Declaration") (Capitalized terms used in these Articles of Incorporation and not otherwise defined herein shall have the meanings given them in the Declaration). Specific purposes of the Association include, but are not limited to, operation and maintenance of the Common Areas, if any, and the enforcement of terms and restrictions as set forth in the Declaration.

**ARTICLE III
GENERAL POWERS**

The Association shall have all of the powers provided for in Chapter 617 and Chapter 720 of the Florida Statutes, as amended from time to time, together with all other powers

conferred by the Declaration, these Articles and/or the Bylaws, including but not limited the power to assess Members for the costs of performing Association duties and otherwise fulfilling its purposes, to maintain, repair, replace, operate and manage Common Areas and such surface water management system as the appropriate local governmental agencies may authorize and require, to promulgate rules and regulations to effectuate the Association's purposes and to do any and all acts necessary or expedient for carrying out any and all of the activities, objects and purposes consistent with the provisions set forth in these Articles, the Declaration or the Bylaws and not prohibited by the laws of the State of Florida.

**ARTICLE IV
MEMBERS**

1. A person or entity shall become a Member of the Association upon becoming the Owner of any Unit within the Property. Membership shall continue until such time as the Member transfers or conveys the interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of a Unit. The Declarant, by subjecting additional real property to the Declaration, may create additional memberships in the Association and may designate the ownership basis for such additional membership.

2. There shall be two classes of Members. Class A Members shall be all Owners other than the Class B Member. The Class B Member shall be the Declarant. Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

**ARTICLE V
VOTING INTERESTS AND ASSESSMENTS**

1. Voting rights of each class of membership shall be as provided in the Declaration or

FILED
13 OCT 14 AM 9:28
CLERK OF STATE
TALLAHASSEE, FLORIDA

Bylaws of the Association.

2. The Declarant shall have the right (but not the obligation) to appoint a majority of the Board of Directors until the Turnover date, as described in the Declaration and Bylaws.

3. The Association will obtain funds with which to operate, by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

**ARTICLE VI
BOARD OF DIRECTORS**

1. The affairs of the Association shall initially be managed by a Board of Directors consisting of three (3) Directors. From and after Turnover date, the Board of Directors shall consist of not less than three (3) Members, as established by a duly adopted resolution of the Board of Directors. Election and removal of Directors shall be as provided in the Bylaws.

2. The names of the members of the first Board of Directors who shall hold office until the Turnover date as provided in the Bylaws, or until their successors are elected or appointed or have qualified, shall be as determined by Declarant.

**ARTICLE VII
OFFICERS**

The officers of the Association shall be a President, a Vice President, a Secretary and Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two (2) or more offices may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws.

**ARTICLE VIII
CORPORATE EXISTENCE**

The Association shall have perpetual existence; however, if the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an

FILED
13 OCT 14 AM 9:28
NOTARY OF STATE
TALLAHASSEE, FLORIDA

appropriate agency of local government and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

**ARTICLE IX
INDEMNIFICATION OF OFFICERS, DIRECTORS
AND COMMITTEE MEMBERS**

1. The Association hereby indemnifies each and every Director, officer or Association committee member made a party to or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director, officer or committee member, or in his capacity as Director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director, officer or committee member did not act in good faith and in the reasonable belief that such action was unlawful; and

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director, officer or committee member for the Association, or by

FILED
13 OCT 14 AM 9:09
CLERK OF COUNTY
PALM BEACH, FLORIDA

reason of his being or having been a Director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith and in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in revelation to matters as to which such person has been adjudged to have been guilty of gross negligence or willful misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

2. The Board of Directors shall determine whether amounts for which a Director, officer or committee member seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

FILED
13 OCT 14 AM 9:28
CLERK OF STATE
TALLAHASSEE, FLORIDA

**ARTICLE X
BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation.

**ARTICLE XI
AMENDMENT TO ARTICLES OF INCORPORATION**

Except as otherwise required by applicable law, these Articles of Incorporation may be altered, amended or repealed as follows:

- (i) Prior to the first conveyance of a Lot or Unit by Declarant, only by an instrument in writing signed by Declarant;
- (ii) After the first conveyance of a Lot or Unit as described above, and prior to the Turnover date, only by a majority vote of the Board of Directors, without the prior consent of the Members, at a duly call meeting of the Board of Directors; and
- (iii) After the Turnover date, only by the affirmative vote of a majority of the Members present, in person and by proxy, at a duly called meeting of the membership.

Notwithstanding anything contained herein to the contrary, until such time as Declarant no longer owns any Lot or Unit, no amendment affecting Declarant shall be effective without the prior written consent of Declarant.

**ARTICLE XII
INCORPORATOR**

The name and address of the incorporator is as follows:

ALEJANDRO GOMEZ
4400 N. Federal Highway, Suite #30
Boca Raton, FL 33431

DEPT. OF STATE
TALLAHASSEE, FLORIDA

13 OCT 14 AM 9:28

FILED

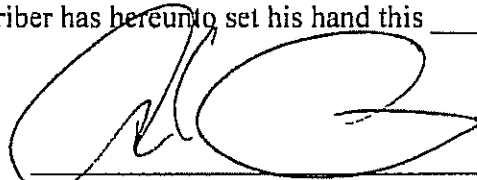
**ARTICLE XIII
REGISTERED AGENT**

The registered office of the Association shall be:

4400 N. Federal Highway, Suite #30
Boca Raton, FL 33431

The registered agent at said address shall be: ALEJANDRO GOMEZ.

IN WITNESS WHEREOF, the said subscriber has hereunto set his hand this ____ day
of October, 2013.

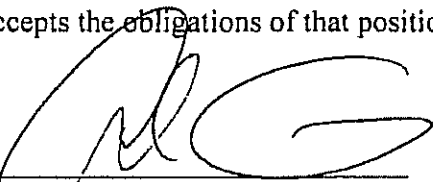


Alejandro Gomez
Registered Agent

FILED
13 OCT 14 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE OF REGISTERED OFFICE / REGISTERED AGENT

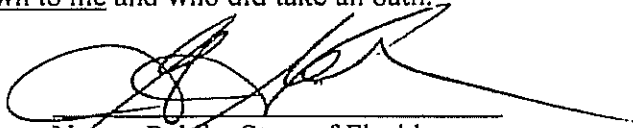
Having been designated to accept service of process for the above-stated Corporation at the place set forth hereinabove, ALEJANDRO GOMEZ, hereby accepts such appointment and agrees to act in such capacity and to comply with all provisions of Section 617.0503 of the Florida Statutes. The undersigned is familiar with, and accepts the obligations of that position.

BY: 
Alejandro Gomez
Registered Agent

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY, that on this 10th day of October, 2013, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared ALEJANDRO GOMEZ, who is ~~personally known to me~~ DRIVERS LICENSE and who did take an oath.

(SEAL)


Notary Public, State of Florida

My Commission expires:



FILED
13 OCT 14 AM 9:28
SUNNYVALE, FLORIDA
STATE OF FLORIDA
FILING OFFICE

EXHIBIT "B"

BY-LAWS

**BYLAWS
OF
ST. GEORGE HOMEOWNERS' ASSOCIATION, INC.
(a Florida corporation not-for-profit)**

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to St. George Homeowners' Association, Inc., a not for profit corporation organized and existing under the laws of the State of Florida.

Section 2. "Declarant" shall mean and refer to KH SANDCASTLES, LLC, a Florida limited liability company, its successors and assigns.

Section 3. "Declaration" shall mean and refer to The Declaration of Covenants, Restrictions and Easements for St. George Homeowners' Association, Inc., recorded or to be recorded among the Public Records of Palm Beach County, Florida.

Section 4. "Lot" shall mean and refer to any platted lot within the Subject Property, or any other parcel of land located within the Subject Property, which has been or is intended to be conveyed by Declarant to an Owner and which contains or could contain a Unit, and shall include any Unit constructed upon the Lot. The term Lot and Unit may be used interchangeably herein.

Section 5. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, of the Articles of Incorporation of the Association.

Section 6. "Owner" shall mean and refer to the record Owner, whether it be one or more persons or entities of the fee simple title to any Lot or Unit.

Section 7. "Unit" shall mean a residential townhouse unit contained within a Townhouse Building which is intended for use and occupancy as a single family residence and constructed upon a Lot. In the case of a vacant Lot or land on which Units are under construction or upon

which Units are intended to be constructed in accordance with the Site Plan, the Lot or land shall be deemed to contain the number of Units designated for such Lot or land on the Site Plan, and includes any interest in land (including the Lot upon which it is constructed), improvements, or other property appurtenant to the Unit.

Section 8. Each defined term used herein which is defined in the Declaration shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE II **LOCATION**

Section 1. The principal office of the Association shall be located at: 4400 N. Federal Highway, Suite #30, Boca Raton, FL 33431, or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE III **MEMBERSHIP**

Section 1. Membership of the Association is as set forth in Article IV, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of Annual, Special and Individual Assessments levied by the Association. The obligation for such Assessments is imposed against each Owner of the Unit against which such Assessments are made and such Assessments become a lien upon the Unit against which the same are assessed as provided in Section 8 of the Declaration. There shall only be one (1) vote for each Unit, except for the Class B members as provided in the Declaration. If there is more than one Member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Members collectively shall be entitled to one (1) vote, to be exercised as provided in the Declaration.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Within 30 days after the Members other than the Declarant are entitled to elect any Directors, as provided by law or in the Declaration, or within 30 days after the Declarant notifies the Association, a special meeting of the Members shall be called (and noticed in accordance with applicable law), to elect any Directors the Members are then entitled to elect or to replace the appropriate number of Directors previously appointed by Declarant. The Board of Directors shall have the right to adopt rules governing the process of nominating and electing Directors.

Section 2. Except as provided above, the Directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. Except as otherwise provided in the Articles of Incorporation of the Association, the election of each Director shall be separate and shall require a plurality of the votes of those persons voting in each election. There shall be no cumulative voting.

Section 3. Any Director may be removed from office at any time with or without cause by a majority vote of the Association membership in accordance with applicable law, except that the Directors elected or designated by the Class B Member may be removed only by the Class B Member and except that the Directors named in the Articles of Incorporation, if any, may be removed only by the Class B Member.

Section 4. The first meeting of a newly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected are present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the

Board to elect officers shall then be held within ten (10) days after the annual meeting of members upon at least three days notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 5. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may designate.

Section 6. A majority of the Directors determined in the manner provided herein shall constitute a quorum for the transaction of any business at a meeting of the Board of Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless a greater number is required by law, the Declaration, the Articles, or herein.

Section 7. Special meetings of the Board of Directors may be called at any time by the President or by any two Members of the Board and may be held at any place or places within Palm Beach County, Florida.

Section 8. Notice of all Board of Directors meetings shall be provided to the Unit Owners in the manner required by applicable law. An Assessment may not be levied at a Board meeting unless notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessment. Written notice of any meeting at which Special Assessments will be considered or at which amendments to rules regarding parcel use will be considered shall be mailed, delivered or electronically transmitted to Members and Owners in accordance with applicable law, and posted conspicuously on the Subject Property not less than fourteen (14) days before the meeting.

Section 9. If twenty percent (20%) of the total voting interest petition the Board of Directors to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting for the Board, but not later than sixty (60) days after receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of such meeting in accordance with applicable law.

ARTICLE V **OFFICERS**

Section 1. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This Section also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to a specific Lot or Unit owned by a Member.

Section 2. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer, each of whom shall be elected or appointed by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person provided, however, that neither the offices of President and Vice President nor the offices of President and Secretary shall be held by the same person. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 4. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertains to his office, and shall perform all such duties as are properly

required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall generally assist the President and who shall have such other powers and perform such other duties as usually pertains to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

Section 5. The Secretary shall issue notice of all meetings of the membership, of the Association, and of the Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. If the Board of Directors elects or appoints one or more assistant secretaries, such assistant secretaries shall, in the absence or disability of the Secretary, perform the duties of the Secretary in such order as shall be determined by the Board of Directors.

Section 6. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to this office or as are properly required of him by the Board of Directors. In the event the Association enters into a management agreement, the duties and functions of the Treasurer may be delegated to the managing agent to the extent such delegation is determined to be appropriate by the Board of Directors.

Section 7. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting, or as otherwise required by law.

Section 8. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors.

ARTICLE VI
MEETINGS OF MEMBERS

Section 1. Subsequent to the Turnover Date, as defined in the Declaration, the regular annual meeting of the Members shall be held at such time and place as shall be determined by the Board of Directors, except that the Board of Directors shall have the right to change the date of regular annual meetings from time to time.

Section 2. Special meetings of the Members for any purpose may be called at any time by the Board of Directors, or upon written request of the Members who have a right to vote one half of the votes of the Class A Membership.

Section 3. Notice may be given to the Members either personally or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association or electronically transmitted to Members, all in accordance with applicable law. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed, personally delivered or electronically transmitted at least fourteen (14) days in advance of the meeting and set forth the general nature of the business to be transacted; provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, or the Declaration, notice of such meetings shall be given or sent as therein provided or as otherwise required by law.

Section 4. The presence at the meeting of Members entitled to cast thirty percent (30%) of the Membership votes shall constitute a quorum for any action governed by these Bylaws. Decisions that require a vote of the Members must be made by the concurrence of at least 2/3rds of the voting interest present, in person or by proxy of a meeting of which a quorum is present; unless a great number is required by law, the Declaration, the Articles or herein.

ARTICLE VII
BOOKS AND RECORDS

Section 1. Other than those records which are not accessible to Members or Unit Owners under applicable law, the books, records and papers of the Association shall, at all times during reasonable business hours, upon proper written request, be subject to the inspection of any Member of the Association.

ARTICLE VIII
AMENDMENTS

Section 1. Except where a greater number or majority consent is required by law, these Bylaws may be amended, at a regular or special meeting of the Members, by a vote of 2/3rds of Members present in person or by proxy, provided that the notices to the Members of the meeting disclosed the information that amendment(s) of the Bylaws were to be considered and further provided, however, the provisions which are governed by the Articles of Incorporation of the Association may be not amended except as provided in the Articles of Incorporation or applicable law and any matters stated herein to be or which are to be in fact governed by the Declaration may not be amended except as provided in the Declaration. Notwithstanding anything herein to the contrary (a) prior to the first conveyance of a Lot or Unit by the Declarant, these Bylaws may be amended only by an instrument in writing signed by the Declarant, and (b) after the first conveyance of a Lot or Unit but prior to the Turnover Date, these Bylaws may be amended by a majority vote of the Board of Directors, without the prior written consent of the Members. No Amendment may be made to the Bylaws which shall in any manner conflict with the terms, conditions, provisions, rights and obligations set forth in the Declaration.

Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and

these Bylaws or Articles, the Declaration shall control.

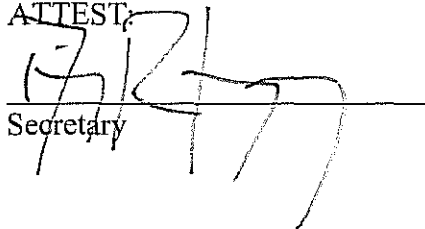
ADOPTED: _____ DATE: _____
Signature
_____, President
Printed Name

these Bylaws or Articles, the Declaration shall control.

The foregoing were adopted as the By-Laws of St. George Homeowners' Association, Inc., a not for profit corporation organized and existing under the laws of the State of Florida at the first meeting of the Board of Directors on the 15th day of December, 2014.

ST. GEORGE HOMEOWNERS' ASSOCIATION, INC.,
a not for profit corporation

ATTEST:


Secretary


Signature

ALEJANDRO GOMEZ
Printed Name

EXHIBIT "C"
LIMITED COMMON AREAS

N/A

EXHIBIT "D"

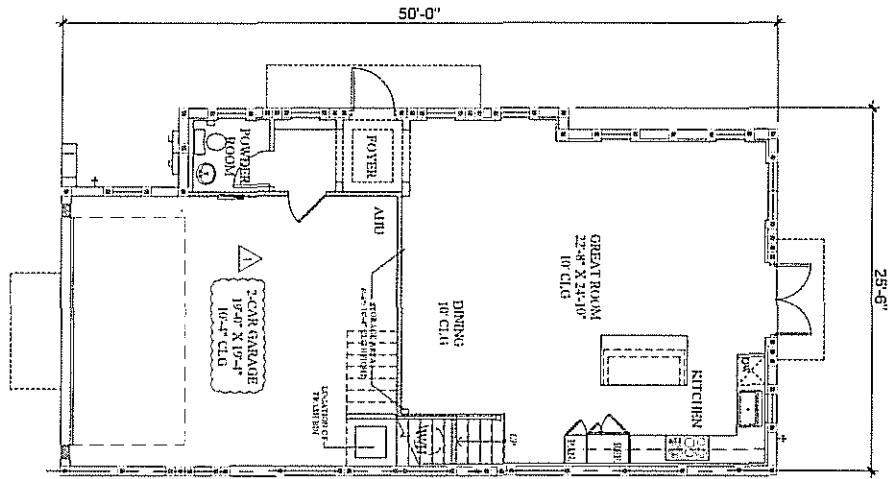
SITE PLAN

EXHIBIT "E"

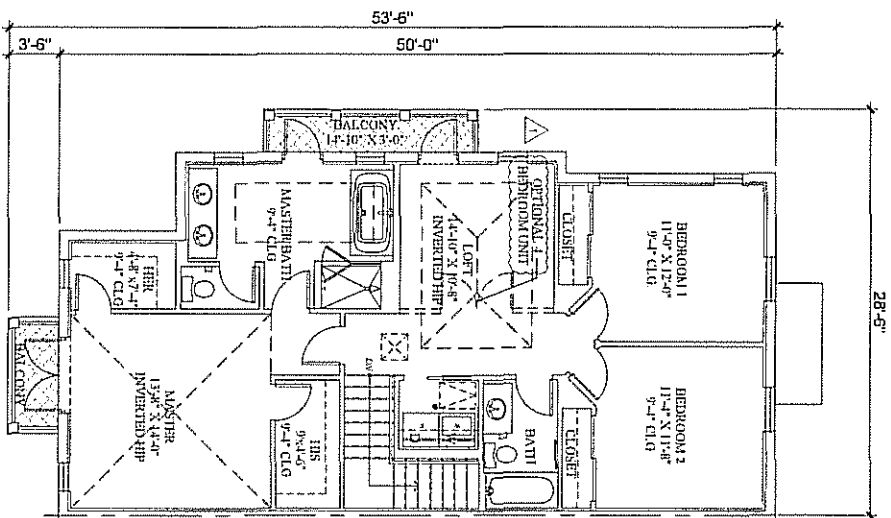
SUBJECT PROPERTY – LEGAL DESCRIPTION

EXHIBIT "F"

TOWNHOUSE BUILDING DESCRIPTION



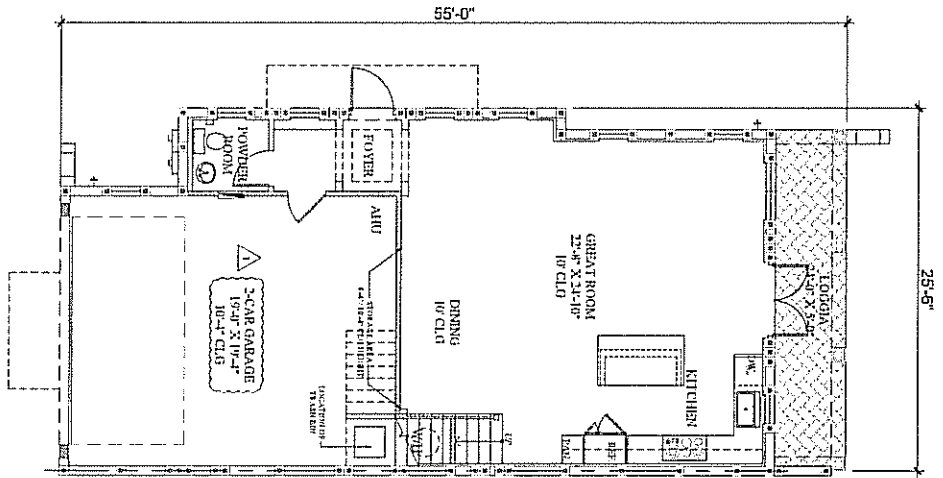
TH-1 First Floor Plan
SCALE: 1/4" = 1'-0"



TH-1 Second Floor Plan
SCALE: 1/4" = 1'-0"

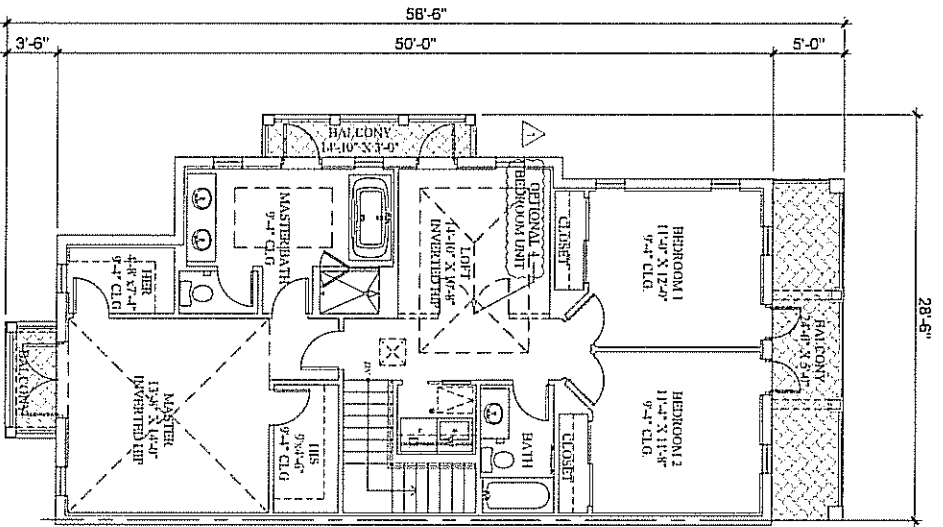
AREA CALCULATION			
FIRST FLOOR AC	751 SQ. FT.	GARAGE	456 SQ. FT.
SECOND FLOOR AC	1785 SQ. FT.	BALCONIES	73 SQ. FT.
TOTAL AC AREA	1,540 SQ. FT.	TOTAL AREA	2,469 SQ. FT.

<p>ST. GEORGE DELRAY BEACH FLORIDA</p> <p>1390 S DIXIE HWY, STE 221J CORAL GABLES, FL 33146</p>	<p>WWW.RICHARDJONES.COM</p>	<p>RICHARD JONES ARCHITECTURE</p>
		<p>112 EAST AVENUE, SUITE 102 ST. GEORGE, FLORIDA 32153 ADMISSION: 100% DISCOUNT</p>
<p>REGISTERED ARCHITECT FLORIDA ARCHITECTURE BOARD NO. 12345 EXPIRES 12/31/2024</p>	<p>CONTRACT NO. 12345 DATE: 12/31/2024 SCALE: 1/4" = 1'-0"</p>	<p>DATE: 12/31/2024 SCALE: 1/4" = 1'-0"</p>
<p>UNIT PLANS TH-1</p>	<p>A-16</p>	<p>RICHARD JONES ARCHITECTURE</p>



TH-2 First Floor Plan

SCALE: 1/4"=1'-0"

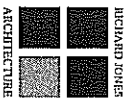


TH-2 Second Floor Plan

SCALE: 1/4"=1'-0"

AREA CALCULATION

FLOOR	AREA	UNIT
FIRST FLOOR	794 SQ. FT.	SQ. FT.
SECOND FLOOR	1166 SQ. FT.	SQ. FT.
TOTAL FLOOR AREA	1,960 SQ. FT.	SQ. FT.
TOTAL GARAGE AREA	388 SQ. FT.	SQ. FT.
TOTAL BALCONY AREA	121 SQ. FT.	SQ. FT.
TOTAL PATIO AREA	131 SQ. FT.	SQ. FT.
TOTAL AREA	2799 SQ. FT.	SQ. FT.



RICHARD JONES
ARCHITECTURE
1111 BAYVIEW AVENUE, SUITE 100
CORAL GABLES, FLORIDA 33134
PH: 305.442.1111
WWW.RICHARDJONESARCHITECTURE.COM

ST. GEORGE
DELRAY BEACH FLORIDA

KH SANDCASTLES
1390 S DIXIE HWY, STE 2213
CORAL GABLES, FL 33146

OWNER: KH SANDCASTLES

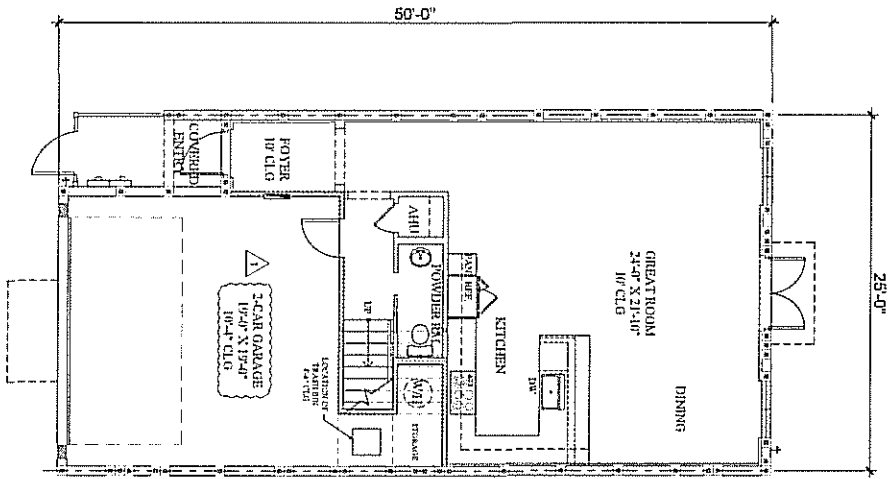
ARCHITECT: RICHARD JONES ARCHITECTURE
DESIGNER: RICHARD JONES
DRAWN BY: RICHARD JONES
DATE: 08/11/11

REVISIONS:
NO. DESCRIPTION
1. INITIALS
2. DATE

APPROVED:
RICHARD JONES ARCHITECTURE
RICHARD JONES
ARCHITECT
08/11/11

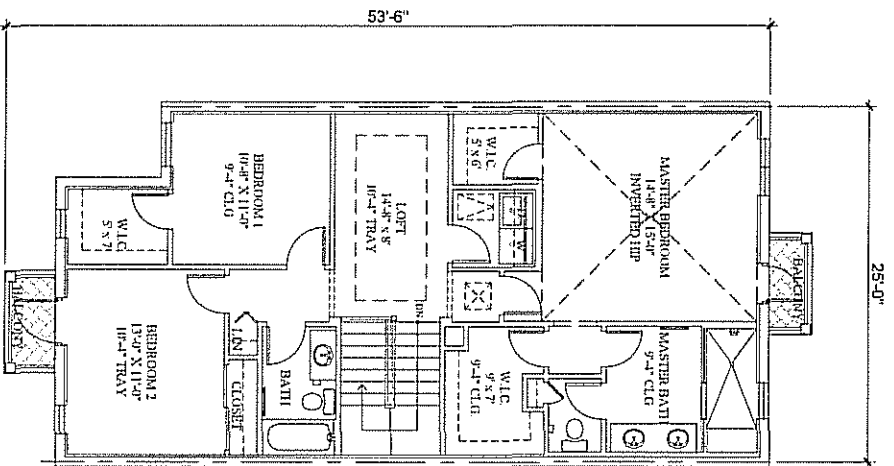
UNIT PLANS
TH-2

A-17



TH-3 First Floor Plan

SCALE: 1/8"=1'-0"

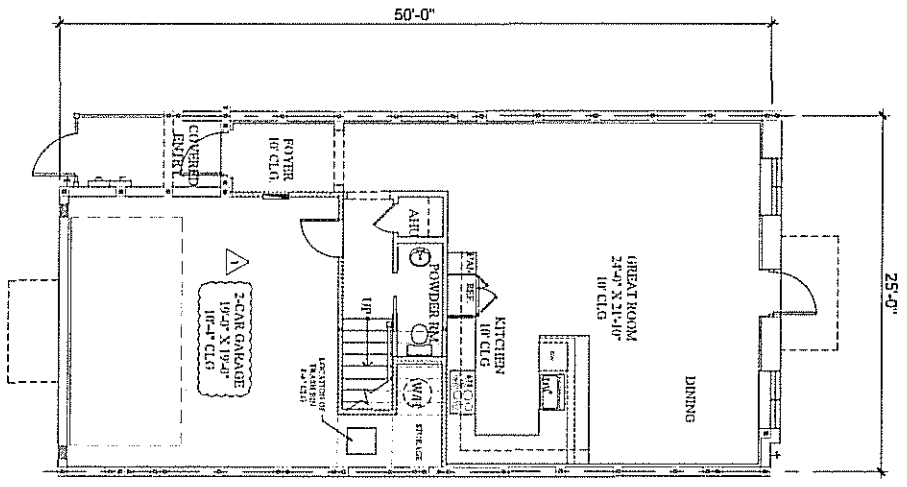


TH-3 Second Floor Plan

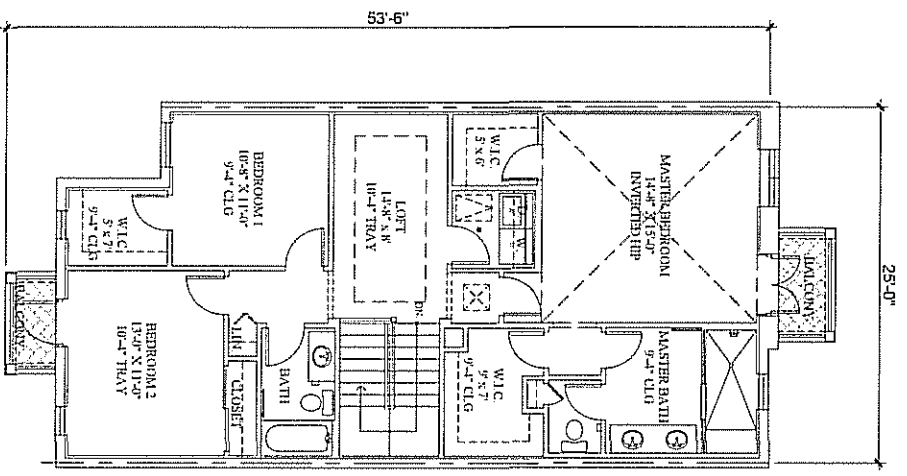
SCALE: 1/8"=1'-0"

AREA CALCULATION			
FIRST FLOOR AC	665 SQ. FT.	GARAGE	381 SQ. FT.
SECOND FLOOR AC	1179 SQ. FT.	COVERED ENTRY	20 SQ. FT.
TOTAL AC AREA	1,994 SQ. FT.	BALCONIES	48 SQ. FT.
		TOTAL AREA	2,438 SQ. FT.

<p>ARCHITECTURE</p> <p>RICHARD JONES ARCHITECTURE</p> <p>114 EAST AVENUE, SUITE 110 CORAL GABLES, FLORIDA 33134 PHONE: 305.442.1111 WWW.RJA-ARCHITECTURE.COM</p>	<p>ST. GEORGE DELRAY BEACH FLORIDA</p>
	<p>KH SANDCASTLES 1390 S DIXIE HWY, STE 2213 CORAL GABLES, FL 33146</p>



TH-4 First Floor Plan
SCALE: 1/4"=1'-0"



TH-4 Second Floor Plan
SCALE: 1/4"=1'-0"

AREA CALCULATION			
FIRST FLOOR AC	885 SQ. FT.	GARAGE	368 SQ. FT.
SECOND FLOOR AC	1179 SQ. FT.	COVERED ENTRY	20 SQ. FT.
TOTAL AC AREA	1,984 SQ. FT.	BALCONIES	57 SQ. FT.
		TOTAL AREA	2,448 SQ. FT.

<p>RICHARD JONES ARCHITECTURE</p> <p>1848 WEST JAYWALK DRIVE VANHOUSSE FARM ADAMSVILLE, INDIANA 46122</p>	<p>RICHARD JONES ARCHITECTURE</p>	<p>ST. GEORGE DELRAY BEACH FLORIDA</p>	<p>KH SANDCASTLES 1390 S DIXIE HWY, STE 2213 CORAL GABLES, FL 33146</p>
	<p>ARCHITECT</p> <p>ENTIRE</p> <p>DATE: 11/11/11</p>	<p>PROJECT: TH-4</p> <p>DATE: 11/11/11</p>	<p>PROJECT: TH-4</p> <p>DATE: 11/11/11</p>

SURFACE WATER MANAGEMENT SYSTEM SFWMD DESCRIPTION

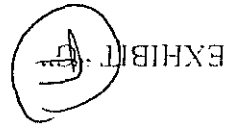


EXHIBIT "G"

SURFACE WATER MANAGEMENT SYSTEM SFWMD DESCRIPTION



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 50-10538-P
DATE ISSUED: May 21, 2014

PERMITTEE: K H SANDCASTLES, L L C
1390 SOUTH DIXIE HIGHWAY SUITE 2213
CORAL GABLES, FL 33146

PROJECT DESCRIPTION: Construction and operation of a stormwater management (SWM) system serving
3.20 acres of residential development known as St. George.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 9 TWP 46S RGE 43E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 140400-9, dated April 8, 2014. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S).

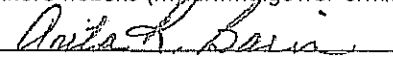
Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 5),
3. the attached 5 Special Conditions (See Pages : 5 - 5 of 5) and
4. the attached 2 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 21st day of May, 2014, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: 
Anita R. Bain
Bureau Chief - Environmental Resource Permitting
Regulation Division

GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S. (2012).
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
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 Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on May 21, 2019.
2. Operation of the stormwater management system shall be the responsibility of ST GEORGE HOMEOWNERS ASSOCIATION INC. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, 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 association.
3. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
4. Minimum building floor elevation:
BASIN: St. George (Site) - 17.00 feet NGVD 29.
5. Minimum road crown elevation:
Basin: St. George (Site) - 15.50 feet NGVD 29.

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which does or may affect their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

FILING INSTRUCTIONS

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted after October 1, 2014. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the District Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the District Clerk's Office at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency decision.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the SFWMD takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the District Clerk within 30 days of rendering of the final SFWMD action.

Last Date For Agency Action: June 7, 2014

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: St. George
Permit No.: 50-10538-P
Application No.: 140408-9
Application Type: Environmental Resource (New Construction/Operation)
Location: Palm Beach County, S9/T46S/R43E
Permittee : K H Sandcastles, L L C
Operating Entity : St. George Homeowners' Association, Inc.
Project Area: 3.20 acres
Permit Area: 3.20 acres
Project Land Use: Residential
Drainage Basin: INTRACOASTAL WATERWAY
Receiving Body: On-Site Retention System Class: N/A
Special Drainage District: NA
Conservation Easement To District : No
Sovereign Submerged Lands: No

PROJECT PURPOSE:

This application is a request for an Environmental Resource Permit to authorize construction and operation of a stormwater management (SWM) system serving 3.20 acres of residential development known as St. George.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The 3.20 acre site is located on the east side of US Highway 1, just north of George Bush Boulevard in Delray Beach, Florida. A location map is included as Exhibit 1.0.

There are no permitted water management facilities within the project area. The site contains an existing one-story commercial building with associated parking lot, and cleared, vacant land.

PROPOSED PROJECT:

Proposed is the construction and operation of a stormwater management (SWM) system serving 3.20 acres of residential development known as St. George. The proposed improvements include the construction of roadway/parking, utility and surface water management infrastructure to serve a townhome community development. The proposed SWM system will consist of inlets and culverts directing runoff into exfiltration trenches for water quality treatment. No off-site discharge is proposed for the 25-year, 3-day design event.

LAND USE:

Construction
Project:

This Phase

Building Coverage	1.08	acres
Pavement	1.16	acres
Pervious	.96	acres
Total:	3.20	

WATER QUANTITY :

Discharge Rate :

There is no off-site discharge proposed for the 25-year, 3-day design event.

Finished Floors :

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 19.03 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
St. George (Site)	15.64	17	N/A

Road Design :

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 10 YEAR-1 DAY Design Rainfall: 11 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
St. George (Site)	12.53	15.5

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
St. George (Site)	3.20	8	8.00	Wet Season Soil Borings

WATER QUALITY :

The required water quality treatment, consisting of 2.5 inches times the percent of the impervious area will be provided within exfiltration trenches. No adverse water quality impacts are anticipated as a result of the proposed project.

Basin	Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd
St. George (Site)	Treatment Exfiltration Trench	574 LF .36	.36

WETLANDS:

There are no wetlands or other surface waters located within or affected by the proposed project.

Wildlife Issues:

The project site does not contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of the site by such species is minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION, OPERATION, AND MAINTENANCE:

Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the

terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that public water supply from the City of Delray will be used as a source for irrigation water for the project.

The applicant has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

City of Delray

Waste Water System/Supplier:

City of Delray

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

No information has been received that indicates the presence of archaeological or historical resources in the project area or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

No third party has contacted the District with concerns about this application.

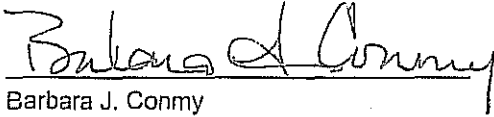
Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

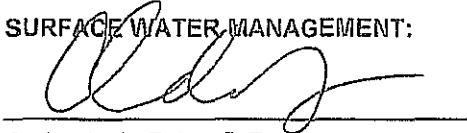
DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:


Barbara J. Conmy

DATE: 5/12/14

SURFACE WATER MANAGEMENT:


Carlos A. de Rojas, P.E.

DATE: 5/9/14

Table of Contents for Exhibits
Application 140408-9
ST. GEORGE
SFWMD Permit No. 50-10538-P

- Exhibit 1 Location Map (1 sheet)
- Exhibit 2 Plans (5 sheets)

PROJECT NO. 13117
November 2013

FINAL ENGINEERING PLANS
FOR

St. George
Delray Beach, Florida

LEGAL DESCRIPTION

PARCEL 1:
LOTS 2 AND 3, BLOCK 2, LESS THAT PORTION CONVEYED FOR ROAD RIGHT-OF-WAY PURPOSES BY SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 171, PAGE 587, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OF SOPHIA FREY SUBDIVISION ADDITION TO DELRAY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 37, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:
THAT PORTION OF THE WEST HALF OF THAT CERTAIN ADJACENT 16 FOOT ALLEY RIGHT OF WAY AS SHOWN ON THE PLAT OF SOPHIA FREY ADDITION TO DELRAY, AS RECORDED IN PLAT BOOK 4, PAGE 37, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH BOUNDARY LINE OF SAID LOT 3; ON THE EAST BY THE CENTERLINE OF SAID 16 FOOT ALLEY; ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF SAID LOT 2; AND ON THE WEST BY THE EAST LINES OF SAID LOTS 2 AND 3, MORE FULLY DESCRIBED IN RESOLUTION NO. 59-82 BY THE CITY OF DELRAY BEACH, FLORIDA, AND RECORDED IN OFFICIAL RECORD BOOK 3707, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:
ALL THAT PORTION OF LOT 4 OF THE PLAT OF SUBDIVISION OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 4, PAGE 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS: BOUNDED ON THE WEST BY THE CENTERLINE OF U.S. HIGHWAY NO. 1 AND BOUNDED ON THE EAST BY THE CENTERLINE OF N.E. SEVENTH AVENUE, IF EXTENDED NORTHWARD, AS SHOWN ON THE PLAT OF SOPHIA FREY SUBDIVISION ADDITION TO DELRAY AS RECORDED IN PLAT BOOK 4, PAGE 37, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE ROAD RIGHT-OF-WAYS AND ALSO LESS AND EXCEPT THE PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 2311, PAGE 60, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:
THAT PORTION OF LOT 4 OF THE PLAT OF SUBDIVISION OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 4, PAGE 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PORTION OF LOT 4 BEING BOUNDED ON THE WEST BY THE CENTERLINE OF U.S. HIGHWAY NO. 1 AND BOUNDED ON THE EAST BY THE CENTERLINE OF N.E. 7TH AVENUE, IF EXTENDED NORTHWARD, AS SHOWN ON THE PLAT OF SOPHIA FREY SUBDIVISION ADDITION TO DELRAY AS RECORDED IN PLAT BOOK 4, PAGE 37, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

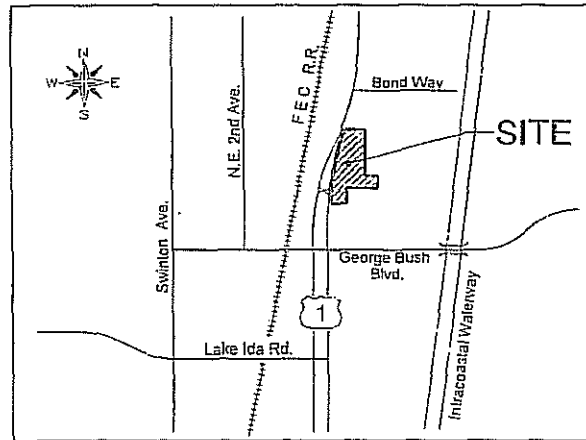
BEGINNING AT A POINT 204.13 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 4 HEREIN DESCRIBED ALONG N.E. 7TH AVENUE (EXTENDED NORTHWARD); THENCE WESTERLY 230 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF U.S. HIGHWAY NO. 1; THENCE NORTH-NORTHEASTERLY 100 FEET, MORE OR LESS, ALONG U.S. HIGHWAY NO. 1 TO A POINT; THENCE EASTERLY 200 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF N.E. 7TH AVENUE (EXTENDED NORTHWARD); THENCE SOUTHERLY 103 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 4:
ALL OF PARCEL "B" COURT YARDS AT MAHTEL AP23, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGES 121 AND 122, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOTAL SITE AREA = 3.20 ACRES

CLIENT:

KH Sandcastles, LLC
1390 South Dixie Highway, Suite 2213
Coral Gables, Florida 33146



LOCATION MAP

INDEX OF SHEETS

SHEET DESCRIPTION	SHEET NO.
CONSTRUCTION PERIOD STORMWATER POLLUTION PREVENTION PLAN	1
PAVING, GRADING & DRAINAGE PLAN	2
WATER & SEWER PLAN	3
SANITARY PROFILES	4
NE 7TH AVENUE - WATER MAIN PLAN & PROFILE	5
CONSTRUCTION DETAILS	6 - 9
WATER & SEWER DETAILS	10 - 12
COMPOSITE OVERLAY	13

SCHNARS ENGINEERING CORPORATION

949A CLINT MOORE ROAD • BOCA RATON, FLORIDA 33487

TEL: (561) 241-6455 • FAX: (561) 241-5182

Certificate of Authorization No. 6640



140408-9

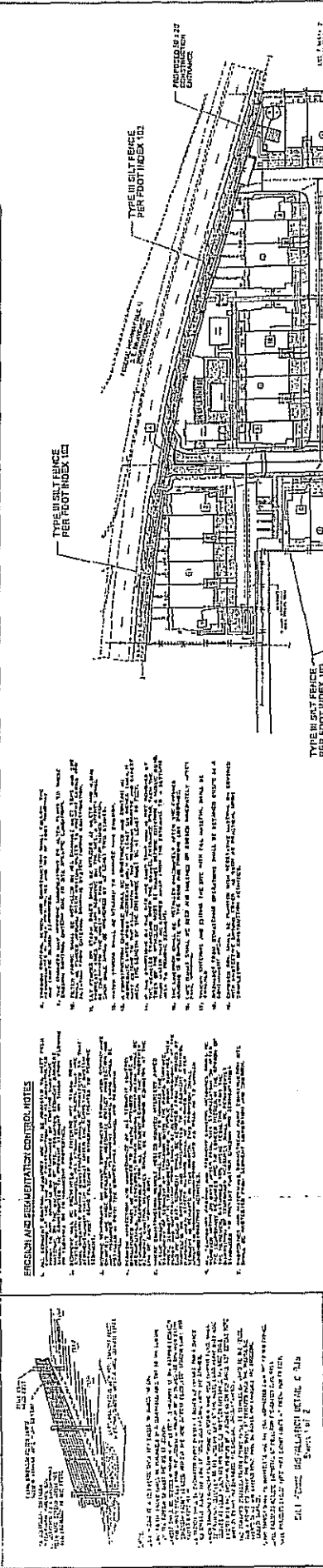
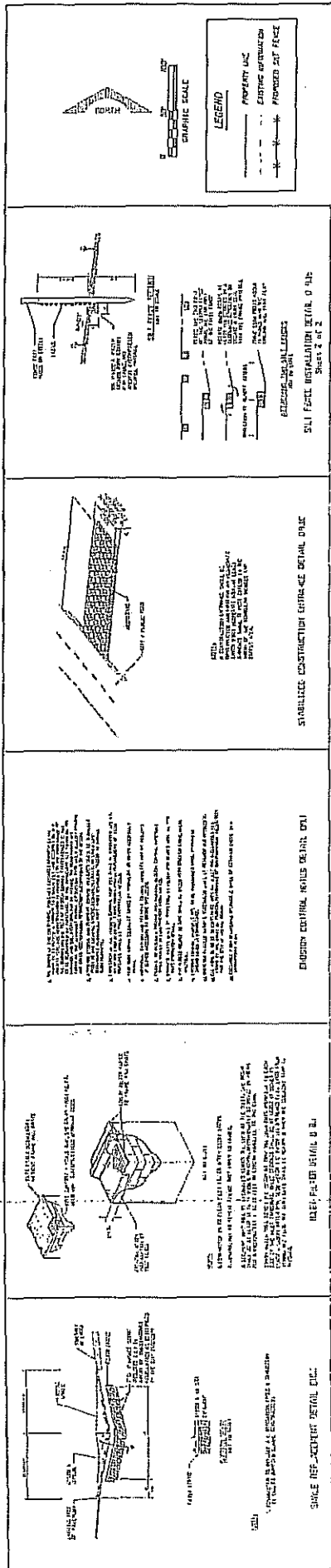
PREPARED

DATE

BY

APR 24 2014

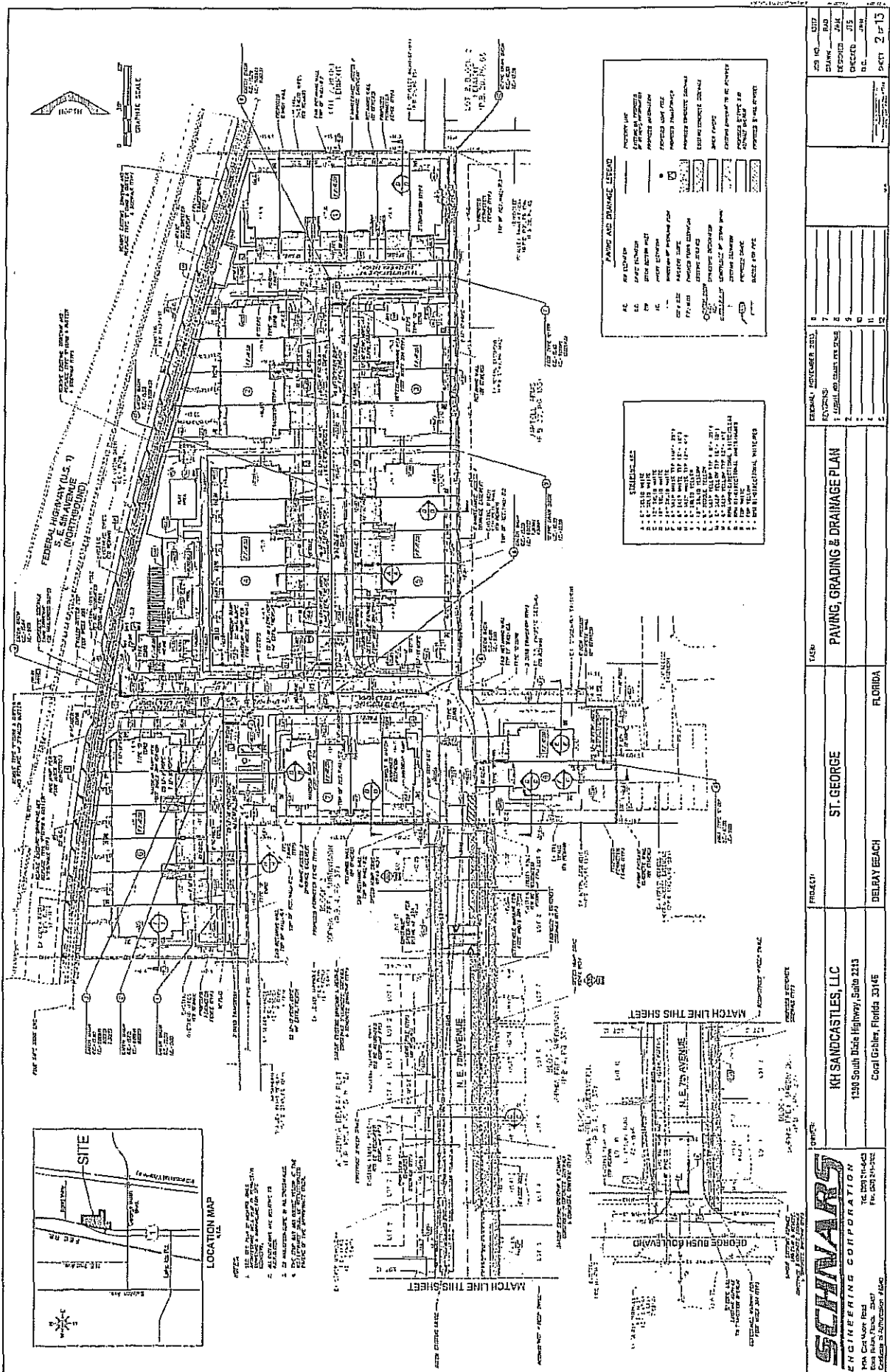
[Signature]
Professional Engineer
State of Florida



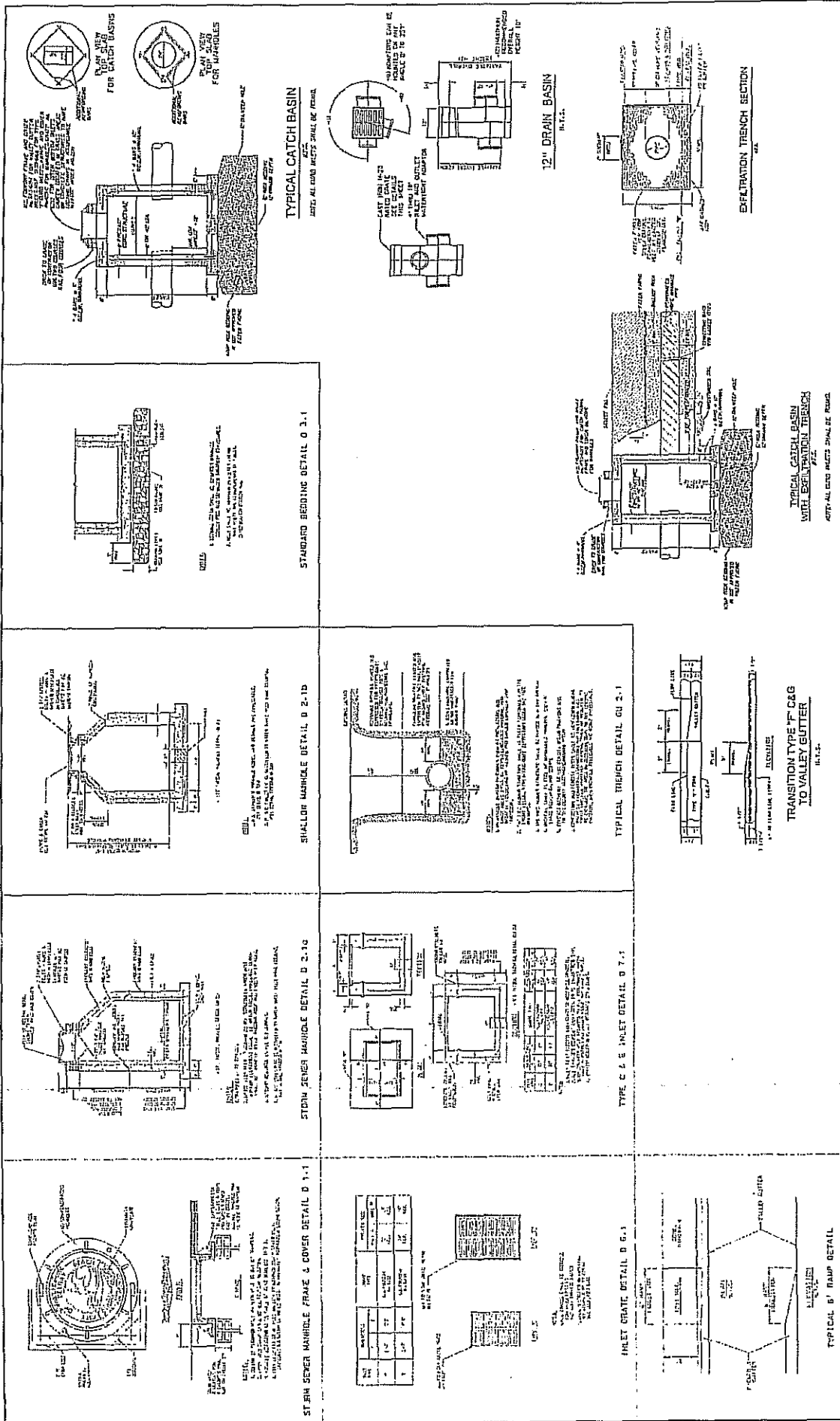
ENGINEER'S NOTES:

1. Silt fences shall be installed in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Section 605.01.
2. Silt fences shall be installed on a minimum 12% slope.
3. Silt fences shall be installed on a minimum 12% slope.
4. Silt fences shall be installed on a minimum 12% slope.
5. Silt fences shall be installed on a minimum 12% slope.
6. Silt fences shall be installed on a minimum 12% slope.
7. Silt fences shall be installed on a minimum 12% slope.
8. Silt fences shall be installed on a minimum 12% slope.
9. Silt fences shall be installed on a minimum 12% slope.
10. Silt fences shall be installed on a minimum 12% slope.

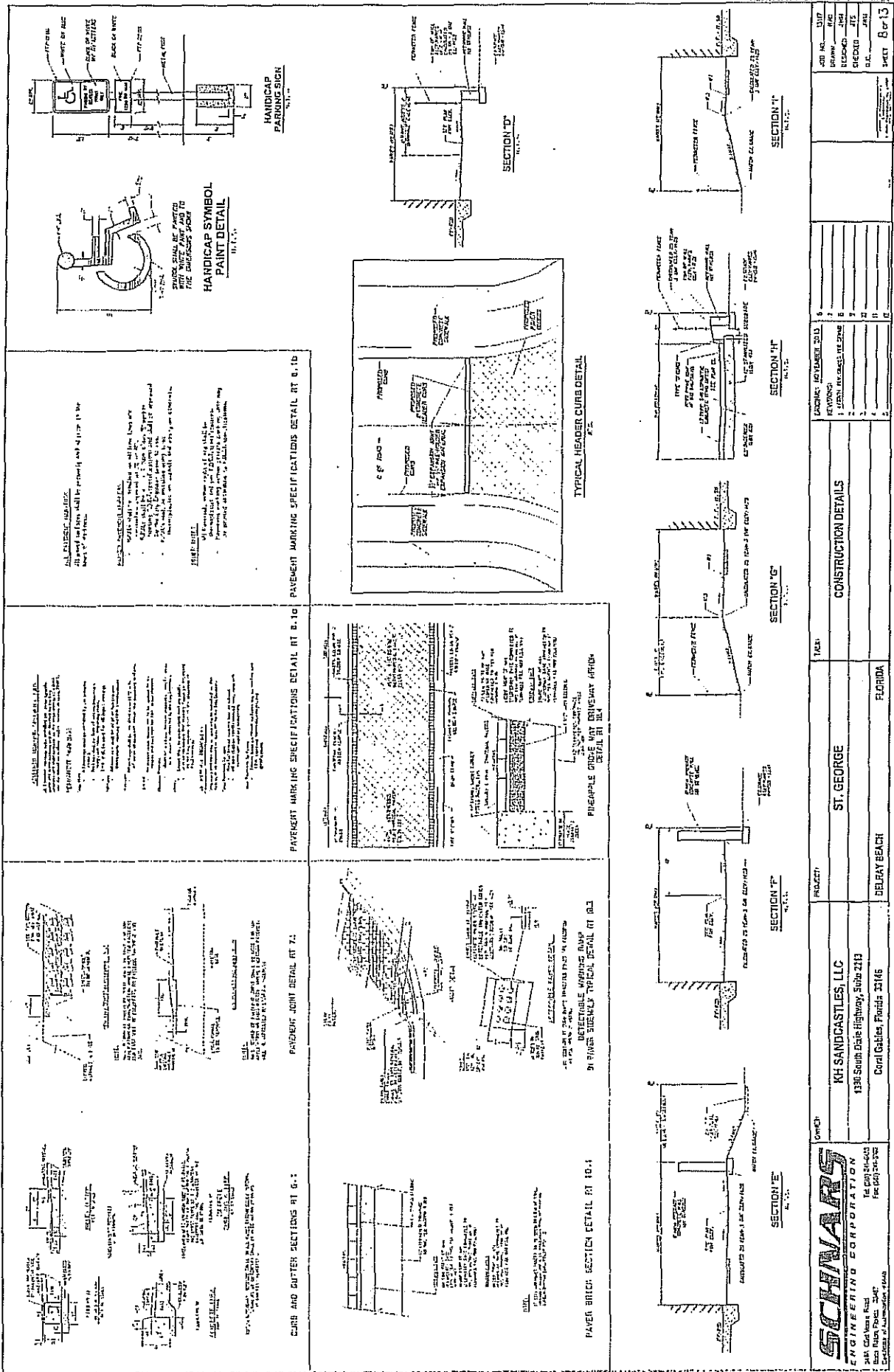
	SHEET 1 OF 13
	DATE: 10/13/13
PROJECT: ST. GEORGE DELRAY BEACH FLORIDA	DRAWING DATE: 10/13/13
CLIENT: KH SANDCASTLES, LLC 1396 South Dixie Highway, Suite 2213 Coral Gables, Florida 33146	CONSTRUCTION PERIOD: STORMWATER POLLUTION PREVENTION PLAN
OWNER: SCHINARS ENGINEERING CORPORATION 1600 Collins Road Boca Raton, Florida 33437 Tel: 561-215-9181 Fax: 561-215-9182 E-mail: kschinars@schinars.com	SHEET: 1 OF 13



SCHEINER ENGINEERING CORPORATION 10000 Biscayne Blvd. Miami, Florida 33146 Phone: 305-551-1100	KH SANDCASTLES, LLC 1399 South Dade Highway, Suite 2213 Coral Gables, Florida 33134	PROJECT:	ST. GEORGE	STATE:	FLORIDA	DATE:	NOVEMBER 2010
		TOWN:	PAVING, GRADING & DRAINAGE PLAN	SHEET:	2 OF 13		
		DESIGNED BY:	7	CHECKED BY:	8	DATE:	
		DRAWN BY:	9	APPROVED BY:	10	DATE:	
		SCALE:	11	DATE:	12	DATE:	



		APR 24 2011 SHEET 6 OF 13
SPECIAL REVISIONS 1. REVISION 2. REVISION 3. REVISION 4. REVISION 5. REVISION	CONSTRUCTION DETAILS	SPECIAL REVISIONS 6. REVISION 7. REVISION 8. REVISION 9. REVISION 10. REVISION 11. REVISION 12. REVISION
PROJECT KH SANDCASTLES, LLC 1300 South Dale Highway, Suite 2210 Coral Gables, Florida 33146	ST. GEORGE DELRAY BEACH FLORIDA	DRAWN BY CHECKED BY DATE
		PROJECT NO.
800 Corporate Road Deer Run, Florida 33447 Corporate Headquarters, FLORIDA		PROJECT NO.



STAFF REPORT DISTRIBUTION LIST

ST. GEORGE

Application No: 140408-9

Permit No: 50-10538-P

INTERNAL DISTRIBUTION

- X Jeff Meyer
- X Kenson Coupet
- X Carlos A. de Rojas, P.E.
- X Barbara J. Conmy
- X A. Bain
- X A. Waterhouse
- X ERC Engineering
- X ERC Environmental

EXTERNAL DISTRIBUTION

- X Permittee - K H Sandcastles, L L C
- X Engr Consultant - Schnars Engineering Corporation

GOVERNMENT AGENCIES

- X City of Delray Beach City Engineer
- X Div of Recreation and Park - District 5 - FDEP
- X Palm Beach County - Environmental Res Management
- X Palm Beach County - Health Dept Environmental Health & Engineering
- X Palm Beach County - Water Utilities Operations Center
- X Palm Beach County School District of Palm Beach County
- X Palm Beach County Engineer

OTHER INTERESTED PARTIES

- X Alexandria Larson
- X Rosa Durando

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

K H Sandcastles, L L C
1390 South Dixie Highway Suite 2213
Coral Gables FL 33146

Schnars Engineering Corporation
949 A Clint Moore Road
Boca Raton FL 33487

City of Delray Beach City Engineer
434 S. Swinton Avenue
Delray Beach FL 33444

Div of Recreation and Park - District 5 - FDEP
13798 Se Federal Highway
Hobe Sound FL 33455
miranda.cunningham@dep.state.fl.us

Palm Beach County - Environmental Res Management
2300 N. Jog Road
4th Floor
West Palm Beach FL 33411-2743
bgentry@pbcgov.org

Palm Beach County - Health Dept Environmental Health
& Engineering
901 Evernia Street
West Palm Beach FL 33406
thomas_jeffre@doh.state.fl.us

Palm Beach County - Water Utilities Operations Center
8100 Forest Hill Boulevard
West Palm Beach FL 33413-3336
mrawls@pbcwater.com

Palm Beach County School District of Palm Beach County
3300 Summit Blvd
West Palm Beach FL 33406-1492
chad.girard@palmbeachschools.org

Palm Beach County Engineer
2300 N. Jog Road
West Palm Beach FL 33411
gwebb@pbcgov.org

Alexandria Larson
16933 W. Harlena Drive
Loxahatchee FL 33470

Rosa Durando
10308 Heritage Farms Road
Lake Worth FL 33467