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Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court

DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR  
BINK'S COMMERCIAL CENTRE

THIS DECLARATION, made by LAKE WELLINGTON PROFESSIONAL CENTER, INC., a Florida corporation, hereinafter referred to as Declarant; joined by 42 K, L.L.C. and WRIGHT HOLDINGS, INC. (collectively the "Joining Parties").

WITNESSETH:

WHEREAS, Declarant and the Joining Parties constitute all the owners of certain property in Palm Beach County, Florida, more particularly described on EXHIBIT A attached hereto, which property is depicted on the plat known as BINK'S COMMERCIAL CENTRE("the Plat") which is recorded in the Public Records of Palm Beach County, Florida, in Plat Book 91, Page 21; and

WHEREAS, Declarant and the Joining Parties are desirous of subjecting such real property to the covenants, conditions, easements and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs successors and assigns;

NOW, THEREFORE, Declarant and the Joining Parties hereby declare, subject to prior easements, restrictions, reservations and imitations of record, that the real property described on EXHIBIT "A" is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, easements and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Articles" and "By-Laws". The Articles of Incorporation for the Association are those filed or intended be filed with the Secretary of State, State of Florida, substantially in the form attached hereto as EXHIBIT "B", and the By-Laws for the Association are those adopted or to be adopted substantially in the form attached hereto as EXHIBIT "C" respectively.

Section 2. "Association" shall mean and refer to BINK'S COMMERCIAL CENTRE PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 3. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Owners. Initially, the Common Area shall consist of all easement areas dedicated to the Association, as shown on the Plat. One such easement area involves a conservation easement shown on the Plat and dedicated to the Association. This area constitutes upland preserve and may not be altered or utilized by any Owner. It shall be the Association's responsibility to maintain such area as a preserve, as required under the approved site plan for the Property obtained by the Declarant.

Section 4. "Declarant" shall mean and refer to LAKE WELLINGTON PROFESSIONAL CENTER, INC., a Florida corporation, its specific successors and assigns as set forth in ARTICLE X hereof.

Section 5. "Institutional Mortgagee" shall mean a state or federal bank, savings and loan association, mortgage corporation, insurance company, real estate investment trust, credit union, pension fund, agency of the United States Government, or any other lender generally recognized as an institutional-type lender, or Declarant, holding a mortgage on a Lot.

Section 6. "Lot" shall mean a platted Lot shown upon the Plat. Except as otherwise expressly set forth herein, no further subdivision of a Lot shall be permitted, and no alienation transfer, demise, or sale of a portion of a Lot shall be permitted; however, an Owner may lease a portion of a Lot. Any alienation, transfer, demise or sale, though, must be of an entire Lot. The legal description for each Lot will be as specifically provided in the deed of conveyance from Declarant to each purchaser.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property described in EXHIBIT "A" affixed hereto and made a part hereof; and such additions thereto as may hereafter

be brought within the jurisdiction of the Association.

Section 9. "Public Records" shall mean the Public Records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

## ARTICLE II

### ANNEXATION AND DISSOLUTION

Section 1. Annexation. Additional lands may be annexed with the consent of Owners holding at least two-thirds (2/3) of the votes of the Association, and the procurement of any applicable governmental approvals.

Section 2. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit in the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Property, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Property.

## ARTICLE III

### OWNERS' RIGHTS

Every Owner shall have a right and easement, as contemplated on the Plat, of enjoyment in and to the Common Area for access and utility service to his Lot and for other legitimate purposes, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and the right of an Owner to use all or a portion of the Common Area for any period during which any assessment against his Lot remains unpaid, and for any period during which an infraction of its published rules and regulations remains uncorrected, provided, however, that an Owner may not be denied access (ingress or egress) to his Lot. In the event of such suspension, an Owner shall not be entitled to any abatement or reduction in assessments due the Association,

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such

conditions as may be agreed to by the members, No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the Association (without regard to class), and without prior written consent of Declarant, for as long as the Declarant owns a Lot.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

As shown on the approved site plan for the Property, there will be shared access to and from certain Lots and a shared dumpster or dumpsters, with the access and dumpsters being on either side of the boundary line for the two adjoining Lots. In such case, when the first of the Owners of such adjoining Lots desires to commence construction or development on his Lot, the Owner of the other Lot shall cooperate as reasonably required in order to allow the first Owner to construct the access road and dumpster site in accordance with the approved site plan, and such cooperation shall include signing off on building permits and allowing construction of such facilities to occur on such Owner's property in accordance with the approved site plan. In return for such cooperation, the Owner of the Lot who first desires to commence construction shall be responsible for the cost of any such construction which may occur on the Lot of the cooperating Owner; provided, however, nothing herein shall prevent the two such Owners from arriving at their own, separate agreement as to a sharing of costs.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association, Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in

any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease on the earlier to occur of the following:

- (a) January 1, 2009; or
- (b) Such date as Declarant may determine to relinquish control of the Association.

#### ARTICLE V

##### COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. Each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title to the Lot in any manner, shall be deemed to have covenanted and agreed to pay to the Association, the following dues, fees, charges and assessments:

(a) Assessments and charges for the purpose of operating the Association and accomplishing any and all of its purposes. At such time that there are improvements on any Common Area which the Association is obligated to maintain, repair or replace, the Association may include a "Reserve for Replacement" in the annual assessment in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and/or replacement of improvements to the Common Area. Such assessments shall be made in equal amounts against the Owner of each Lot.

(b) Special assessments for capital improvements, emergencies, and/or non-recurring expenses; such assessments shall be made in equal amounts against the Owner of each Lot.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney's fees and costs at all levels.

(d) Fees or charges that may be established for any special or personal use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be made in equal amounts against the Owner of each Lot.

Section 2. Creation of the Lien; Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed or instrument of conveyances for the acquisition of title to the Lot in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that all annual and special assessments and other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys fees as provided for in this Declaration, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment, charge, fee, or cost is made. The lien is effective from and after the recording of a claim of lien in the Public Records of the county in which these documents are recorded, stating the description of the Lot, name of the Owner, amount due, the due dates and all other information required by law. Each such assessment, charge, fee, or cost, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment, charge, fee, or cost fell due, as well as his heirs, devisees, and personal representatives, successors and assigns.

Section 3. Commencement of First Assessment. At such time as there are improvements on or other aspects of any Common Area which the Association is obligated to operate, maintain, repair or replace, the Association shall commence assessments.

Section 4. Establishment of Assessments. The Board of Directors of the Association ("Board of Directors" or "Board") shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Assessments against the Owners of all of the Lots shall be established after the adoption of an annual operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly until otherwise directed. Assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of

improvements to the Common Area.

(b) Special assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected Owner at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(d) The Association shall prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(e) No Board shall be required to anticipate revenue from assessments, or expend funds to pay for expenses of operating the Association which are not budgeted or which exceed budgeted items, and no Board is required to engage in deficit spending, Should there exist any deficiency which results in there being greater expenses of operating the Association than monies from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of an adjustment to the applicable assessment (e.g., annual assessment or special assessment),

Section 5. Effect of Non-Payment of Assessments. Remedies of the Association. If any assessment, charge, fee, or cost is not paid within fifteen (15) days after the due date, a late fee of \$25.00, beginning from the due date until paid in full, may be levied by the Board of Directors for each month such



amount remains unpaid. The Association may at any time thereafter bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. The Association shall not be required to bring such an action if the Board of Directors determines that the best interests of the Association would not be served by doing so. There shall be added to the amount due all costs and expenses, including reasonable attorneys' fees at all levels, required to collect same. No Owner may waive or otherwise escape liability from the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a claim of lien in the Public Records. This lien of the Association shall be subordinate to a bona fide first mortgage on any Lot held by an Institutional Mortgagee, which mortgage is recorded in the Public Records prior to any said claim of lien against the same Lot being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Lot; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a bona fide first mortgage held by an Institutional Mortgagee, or deed in lieu of foreclosure to an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Lot or chargeable to the former owner of the Lot which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Lots (including such acquirer of title) as an Association expense. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

## ARTICLE VI

### MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. Subject to the dedications and maintenance obligations referred to on the Plat, the Association shall at all times maintain, repair and replace at its expense all Common Area, including landscaping improvements and signs, if any, placed thereon, in good condition and repair.

Section 2. Right of Entry by Association. Whenever it is necessary to enter onto a Lot, for the purpose of inspection,



including inspection to ascertain an Owner's compliance with the provisions of his Declaration, or for performance of any maintenance, alteration or repair to any portion of a Lot or improvements located upon the Lot, the Owner thereof shall permit an authorized agent of the Association to go upon the Lot, provided that such entry shall be made only at reasonable times, In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 3. Subject to the dedications and maintenance responsibilities referred to on the Plat, the Association shall be responsible for maintaining (unless FPL provides such maintenance) any light poles in the Common Area and for paying the charges for electrical service in connection therewith.

Section 4. The Association shall be responsible for maintaining all access easements, drainage and drainage easements, sign easements, and conservation easements.

Section 5. The Association hereby accepts responsibility for the operation and maintenance of the surface water management system described in SFWMD application or permit number(s) 50-00548-S-65.

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.

Any amendment proposed to these documents which would affect the surface water management system, conservation areas or water management portions of common areas shall be submitted to the South Florida Water Management District for review prior to finalization of the amendment. The South Florida Water Management District 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 South Florida Water Management District prior to the amendment of this document.

The Environmental Resource or Surface Water Management Permit is made a part of this document and attached hereto as Exhibit D, Copies of the permit and any future permit actions of

the South Florida Water Management District shall be maintained by the Registered Agent of the Association for the benefit of the Association,

## ARTICLE VII

### MAINTENANCE OBLIGATION OF OWNERS

Section 1. Owner's Responsibility, Each Owner shall be responsible for the repair, maintenance and/or replacement, at his sole cost and expense, of all portions of any building, including but not limited to exterior walls of all buildings, all plumbing and electrical components thereof, and all other improvements located within or upon his Lot. Each Owner is responsible for removal of trash from his Lot and the maintenance of any dumpsters on his Lot.

Section 2. Each Owner is strictly prohibited from changing the color of the exterior paint thereof or in any other respect the exterior of the building on his Lot, without the prior consent from the Architectural Control Committee. If the Owner fails to complete its obligations hereunder, the Association, at the Owner's sole cost and expense, shall have the right to repair, maintain and/or replace, all portions of any building, including but not limited to exterior walls of all buildings, all plumbing and electrical components thereof, all other improvements constructed on his Lot. Declarant herein creates an easement across each Lot in favor of the Association and its authorized agents, for the purposes of performing any act necessary to ensure compliance with the provisions hereof.

Section 3. Owner Liability. Should any Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VII; or

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

(c) Undertake unauthorized improvements or modifications to his building or to any other portion of his Lot or to the Common Area, as set forth herein,

the Association, after ten days after prior written notice, shall have the right, through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be

performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, and reasonable attorneys fees and court costs at all levels of proceedings, shall be added to and become a part of the assessment to which the Lot and the Owner are subject.

## ARTICLE VIII

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approvals Necessary. No building, or other improvements on a Lot or color scheme thereof, may be constructed, altered, changed, or modified, unless the same shall be approved in writing by the Architectural Control Committee. The foregoing prior approval is intended to specifically apply without limitation, to the painting of a building, or any other maintenance or repair which changes the exterior appearance of a building or other improvements on a Lot. Additionally, all development and improvements on a Lot must be made in accordance with the approved site plan obtained by the Declarant and any site plan proposed by an Owner for a Lot must first be submitted to and approved in writing by the Declarant.

Section 2. Membership of Committee. The Architectural Control Committee shall consist of such persons as the Board of Directors shall select and the Board of Directors may fill any vacancy by appointment for a term as determined by the Board.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Control Committee shall be required. The approval of the Architectural Control Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

Section 4. Deemed Approval.

(a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this ARTICLE VIII unless notice to the contrary shall have been recorded in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, or legal

proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Architectural Control Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans or specifications submitted to it for approval in final, complete form and in accordance with all requirements of the Architectural Control Committee (including payment of any fees), the same shall be deemed to have been approved.

Section 5. Right of Entry. Any agent or member of the Architectural Control Committee may at any reasonable time enter and inspect any building or Lot subject to the jurisdiction of the Architectural Control Committee under construction on or in which the agent or member may believe that a violation of these covenants, restrictions, reservations, servitude or easements is occurring or has occurred.

Section 6. Declarant Exempt. The Declarant, Lots owned by the Declarant and improvements made by the Declarant shall be exempt from the application of this ARTICLE VIII and Declarant therefore is not obligated to comply with the provisions hereof.

Section 7. Enforcement. The Architectural Control Committee shall have the right to enforce the provisions of this ARTICLE VIII by injunctive relief or any other remedy which may be available and, if any such suit is successful. The party defendant shall pay to the Architectural Control Committee all costs of such suit, including, but not limited to, court costs and reasonable attorney's fees at all levels of proceedings.

## ARTICLE IX

### RIGHTS OF DECLARANT

Section 1. Sales Office. For as long as the Declarant owns at least one (1) Lot, the Declarant shall have the right to transact any business necessary to consummate sales of any Lots or other property owned by Declarant, including but not limited to, the right to maintain a model, sales office, have signs on any portion of the Property, employees in the office, and use the Common Area. Sales office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of twenty (20) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant or cause to be established,

in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable TV, and other similar purposes over, upon and across the Property so long as any said easements do not run under any buildings on the Lots nor interfere with the intended uses of any portion of the Property and each Owner agrees to cooperate with the establishment of any such easements including executing appropriate easement documents pertaining to his Lot. The Association shall be responsible for repair of any damage occasioned by construction pursuant to any of such easements.

#### ARTICLE X

##### ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Palm Beach County, Florida.

#### ARTICLE XI

##### PROHIBITED USES

Section 1. All garbage cans, trash containers, and other personal property shall be kept, stored and placed in the areas provided. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee.

Section 3. No vehicles of any nature shall be parked on any portion of the Property or a Lot except on the surfaced, parking area thereof. No vehicle which cannot operate under its own power shall be kept on the Property for a period of more than twenty-four (24) hours. No boats, trailers, or recreational vehicles or the like, shall be kept in the parking areas or other portions of any Lot. No vehicle repairs or maintenance shall be allowed within the Property.

Section 4. No "for sale" or "for rent" sign or other signs, displays or advertising shall be maintained or permitted on any part of the Common Area or any Lot, except in locations as

approved by the Architectural Control Committee. The size and style of any signs must be approved in writing by the Declarant and the Architectural Control Committee, in their sole discretion. The right is reserved to the Declarant to place "for sale" or "for rent" signs in connection with any unsold Lot it may from time to time own. The same right is reserved to any Institutional Mortgagee or owner or holder of a mortgage originally given to an Institutional Mortgagee which may become the Owner of a Lot and to the Association as to any Lot which it may own.

Section 5. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 6. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Owners or interferes with the peaceful possession and proper use of the Lots by the Owners thereof,

Section 7. The use of, and activities at, the Lots shall be limited to medical/professional services only; however, any retail services that are approved in advance in writing by the Declarant and the Association, in their sole and absolute discretion, shall also be permitted uses but the granting of any such approval shall not establish any precedent or obligate the Declarant or the Association to grant other approvals in the future. No immoral, improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 8. No television or radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, constructed, or maintained without first obtaining the prior consent of the Architectural Control Committee and the Village of Wellington.

Section 9. No person shall use a Lot, or any part thereof, in any manner contrary to this Declaration.

Section 10. The above restrictions set forth in this ARTICLE XI shall not apply to Declarant or its agents, employees, designated successor or assigns during the period of sales of the Lots.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorney's fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10)years each. This Declaration may be amended at any time, and from time to time by one of the following methods:

(a) Until such time that Class B Membership in the Association terminates, by a vote of a majority of the Board of Directors at a duly called meeting of the Board of Directors, and evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

(b) By a vote of Owners who are entitled to vote two-thirds (2/3) of all of the votes of the Association at a duly called meeting of the members at which a quorum is present as evidenced by a certification thereof by the Secretary of the Association and recorded in the Public Records; or

(c) By the execution and recordation in the Public Records of an instrument executed by Owners who are entitled to vote two-thirds (2/3) of all of the votes of the Association.

Notwithstanding the above, no amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection, and the prior



written approval of the South Florida Water Management District is required for any amendment to this Declaration that affects the surface water management system.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Permits, Licenses, and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board of Directors of the Association.

Section 6. Easement for Encroachments. In the event that any building or other improvements upon a Lot, as originally constructed by the Declarant, shall encroach upon the Common Area or any other Lot or improvement thereon, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

Section 7. Leasing of Lots. In the event an Owner leases his Lot and/or all or any portion of the building or other improvements on the Lot, such lease shall contain a covenant that the Lessee acknowledges that the Lot is subject to this Declaration and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems appropriate. All costs and expenses of the foregoing, including court costs and attorney's fees at all levels of proceedings, shall be the cost and expense of such Owner. The Owner shall be liable and fully responsible for all acts of his lessee and responsible for the compliance of the lessee with all provisions of this Declaration,

#### ARTICLE XIII

##### INFORMATION TO LENDERS AND OWNERS

Section 1. The Association shall make available to Owners and Institutional Mortgagees holding a first mortgage on any Lot, current copies of this Declaration, the Articles and By-Laws of the Association, other rules concerning the Association,

and the books, records and financial statements of the Association. Available means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Any Institutional Mortgagee holding a first mortgage upon a Lot shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Upon written request to the Association by an Institutional Mortgagee holding a first mortgage of a Lot (hereinafter referred to as "Lender") which written request shall identify the name and address of the Lender and the Lot number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property, or any Lot on which there is a first mortgage held by the Lender;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders,

#### ARTICLE XIV

##### INSURANCE

Section 1. Liability Insurance, The Association shall maintain commercial general liability insurance coverage covering all the Common Area. The coverage shall be at least in an amount of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area. Such policies must provide that they must not be canceled without at least ten (10) days' prior written notice to the Association.

Section 2. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other personnel handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment of the Association, but shall not be less than the estimated maximum amount of the funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Lots, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association as a common expense;

(d) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 3. Purchase of Insurance. All insurance purchased by the Association pursuant to this ARTICLE XIV shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. To the extent available at commercially reasonable costs, the policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association,

their respective servants, agents and guests, and each Owner's policy must likewise contain a waiver of subrogation clause. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 4. Cost and Payment of Premiums. The cost of obtaining all insurance hereunder shall be a portion of the Owner's assessments.

Section 5. Owners' Responsibility. Each Owner shall be responsible for obtaining insurance, at his own expense, affording coverage for damage/casualty to his Lot and improvements thereon as he deems advisable. Each Owner shall be required to take out and maintain a liability insurance policy with minimum coverage of \$1,000,000.00 per occurrence naming the Association as an additional insured. Each Owner shall provide to the Association on an annual basis a certificate showing such coverage to be in effect.

Section 6. Insurance Trustee. All Property damage insurance policies purchased by the Association in accordance with the above Sections of this ARTICLE XIV shall provide that if the proceeds payable to the Association as a result of any insured loss exceed \$50,000.00 then the proceeds shall be paid to an Insurance Trustee to be named by the Association in the event of a loss; if, however, the proceeds do not exceed \$50,000.00 then they shall be paid directly to the Association. In the event of any insured loss where payment will be made to the Insurance Trustee, a state, national or federal bank doing business in Palm Beach County and having trust powers, shall be designated as Trustee by the Association (said Trustee, acting as such, is herein referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums, the removal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association and the Owners as their interests may appear.

Section 7. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each holder of a mortgage upon a Lot to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 8. Estimates. In all instances hereunder,

immediately after a casualty causing damages to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire.

Section 9. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient assessments shall be made, against all Owners in sufficient amounts to provide funds for the payment of such costs.

Section 11. Disposition of Proceeds.

(a) The proceeds of insurance and any special assessments, if any, collected on account of a casualty shall constitute a construction fund which shall be disbursed from time to time, as the work progresses. The holder of the construction fund shall make payments upon the written request for a disbursement accompanied by an appropriate certificate signed by the party responsible for the repair and by the architect, engineer or contractor in charge of the work, setting forth:

(1) That the sum then requested either has been paid or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness shown which may become the basis of vendor's, mechanics' or materialmen's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the construction

funds after the payment of the sum so requested.

(b) If there is a balance in a construction fund after the payment of all costs of reconstruction as pertains to it shall be distributed to or kept by the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder has hereunto set its hand and seal this 13<sup>th</sup> day of January, 2004.

DECLARANT:

Lake Wellington Professional Center, Inc., a Florida corporation

By William Wright V.P.

Louis C. Hamby Jr  
Witness Louis C. Hamby Jr

Cynthia L. Rush  
Witness Cynthia L. Rush

JOINED BY:

42 K, L.L.C, a Florida limited liability company

By Richard C. Elliott  
Richard C. Elliott,  
President

Louis C. Hamby Jr  
Witness Louis C. Hamby Jr

Cynthia L. Rush  
Witness Cynthia L. Rush

JOINED BY:

WRIGHT HOLDINGS, INC., a  
Florida corporation

By William E. Wright  
William E. Wright, President

Louis L. Hamby  
Witness LOUIS L. HAMBY III

Cynthia L. Rush  
Witness Cynthia L. Rush

STATE OF FLORIDA  
COUNTY OF PALM BEACH

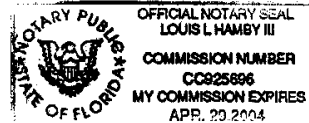
13<sup>th</sup> The foregoing instrument was acknowledged before me this  
day of January, 2004, by Richard C. Elliott, the President  
of Lake Wellington Professional Center, Inc., a Florida  
corporation, on behalf of the company. He is personally known to  
me, ~~or has produced~~ as  
identification.

Louis L. Hamby  
Notary Public, State of Florida  
Print Name of Notary: \_\_\_\_\_

(Notary Seal)

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH



13<sup>th</sup> The foregoing instrument was acknowledged before me this  
day of January, 2004, by Richard C. Elliott, the President  
of 42 K, LLC, a Florida limited liability company. He is  
personally known to me, ~~or has produced~~ as  
identification.

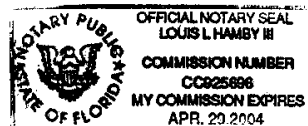
Louis L. Hamby  
Notary Public, State of Florida  
Print Name of Notary: \_\_\_\_\_

(Notary Seal)

My Commission Expires: \_\_\_\_\_

220163

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STATE OF FLORIDA  
COUNTY OF PALM BEACH

13<sup>13</sup> The foregoing instrument was acknowledged before me this day of January, 2004, by William E. Wright, the President of Wright Holdings, Inc., a Florida corporation. He is personally known to me. or ~~has~~ produced \_\_\_\_\_ as identification.

Louise L. Hamby II  
Notary Public, State of Florida  
Print Name of Notary: \_\_\_\_\_

(Notary Seal)

My Commission Expires:



220163

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Lots 1-15 of Bink's Commercial Centre, recorded in Plat Book 91, Page 21, of the Public Records of Palm Beach County, Florida.

NOT A CERTIFIED COPY

EXHIBIT A

CERTIFICATE PERTAINING TO RESTATED ARTICLES OF INCORPORATION

The undersigned, being the President of Bink's Commercial Centre Property Owners' Association, Inc. ("the Association"), executes this certificate pursuant to F.S. Section 617.1007(3) and states as follows:

1. Contemporaneously with the presentation of this certificate, the Association is presenting for filing Restated Articles of Incorporation.
2. The Restated Articles of Incorporation contain certain amendments thereto, which amendments have been unanimously approved by the directors of the Association and all members of the Association.
3. The name of the Association is the Bink's Commercial Centre Property Owners' Association, Inc.
4. The text of the amendment adopted states that the existing Articles of Incorporation for the Association shall be amended and restated in their entirety by the Restated Articles of Incorporation.
5. The directors and members of the Association unanimously voted to amend and restate the Articles of Incorporation for the Association on January \_\_, 2004.

Dated this \_\_ day of January, 2004.

Bink's Commercial Property Owners'  
Association, Inc.

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

**RESTATED ARTICLES OF INCORPORATION  
OF  
BINK'S COMMERCIAL CENTRE  
PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned executes and files these Restated Articles of Incorporation pursuant to F.S. Chapter 617:

ARTICLE I - NAME

The name of this corporation is BINK'S COMMERCIAL CENTRE PROPERTY OWNERS' ASSOCIATION, INC. ("the Association").

ARTICLE II - ADDRESS

The street address of the principal office of the Association is c/o Colony Realty, Inc., 12230 Forest Hill Blvd., Suite 101, Wellington, Florida 33414, and its mailing address is the same.

ARTICLE III - PURPOSE

The purpose of the Association is to act as the Association under the Declaration of Covenants, Conditions, Easements and Restrictions for Bink's Commercial Centre ("the Declaration") as same has been or will be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE IV - POWERS

The Association shall have all powers and duties as set forth in the Declaration as well as in F.S. Chapter 617.

ARTICLE V - DIRECTORS

The affairs of the Association shall be managed by a board of directors consisting of three (3) people, Richard C. Elliott, Patricia A. Elliott and William E. Wright. The timing and method for election of successor directors shall be as stated in the Bylaws of the Association.

ARTICLE VI - MEMBERSHIP AND VOTING

Membership and voting rights shall be as stated in the Declaration.

ARTICLE VII - REGISTERED AGENT

The Association's registered agent is Louis L. Hamby III and the street address of the Association's initial registered office is Alley, Maass, Rogers & Lindsay, P.A., 321 Royal Poinciana Plaza, Palm Beach, Florida 33480, attention: Louis L. Hamby III, Esq.

ARTICLE VIII - INCORPORATOR/PERSON SIGNING

The name and address of the person executing these Restated Articles is as follows:

Richard C. Elliott  
2920 Mary's Way  
West Palm Beach, FL 33410

ARTICLE IX - AMENDMENTS

Amendments to these Articles shall be made in the manner set forth in F.S. Section 617.1002 provided that as long as the Declarant specified in the Declaration owns at least one lot subject to the Declaration, no amendment shall be effective unless the Declarant consents thereto in writing.

ARTICLE X - INDEMNIFICATION

The Association shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Restated Articles of Incorporation this \_\_\_\_ day of January, 2004.

\_\_\_\_\_  
Richard C. Elliott, President

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF PALM BEACH         )

The foregoing was acknowledged before me this \_\_\_\_ day of January, 2004, by Richard C. Elliott, the President of Bink's Commercial Centre Property Owners' Association, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, on behalf of the corporation.

\_\_\_\_\_  
Signature of Person Taking  
Acknowledgment

\_\_\_\_\_  
Name typed, printed or stamped  
Title or Rank: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Acceptance of Designation

The undersigned, Louis L. Hamby III, hereby accepts the designation of himself as registered agent for Bink's Commercial Centre Property Owners' Association, Inc. and agrees to serve in compliance with all applicable Florida Statutes. I am familiar with and accept the obligations of my position as registered agent.

\_\_\_\_\_  
LOUIS L. HAMBY III

BY-LAWS OF BINK'S COMMERCIAL CENTRE PROPERTY  
OWNERS' ASSOCIATION, INC. ("THE ASSOCIATION"), BEING THE  
ASSOCIATION FORMED TO MANAGE AND OPERATE UNDER THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF BINK'S COMMERCIAL CENTRE ("THE DECLARATION").

Article I. Meetings of Members

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held at the time and place designated by the Board of Directors of the Association.

Section 2. Special Meetings. Special meetings of the members may be held when called by the President or the Board of Directors. The call for the meeting shall be issued by the Secretary, unless the President or the Board of Directors shall designate another person to do so.

Section 3. Place. Meetings of the members shall be held at a location in Palm Beach County, Florida, as designated by the Board of Directors.

Section 4. Notice. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the meeting to each member of record entitled to vote at such meeting. Notices may be hand-delivered, sent by fax or mailed and shall be deemed given and received when delivered, faxed or mailed to the address or fax number, as the case may be, of the member as shown in the records of the Association.

Section 5. Notice of Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken before adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Section 4 to each member of record on the new record date entitled to vote at such meeting.

Section 6. Closing of Transfer Books and Fixing Record Date. For the purpose of determining members entitled to notice of, or to vote at, any meeting of members or any adjournment thereof, or in order to make a determination of members for any other purpose, the Board of Directors may provide that the membership record books shall

#222083 V1 - BINK'S POA BYLAWS

EXHIBIT C



be closed for a stated period but not to exceed, in any case, sixty (60) days. If the membership record books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of the members, such books shall be closed for at least ten (10) days immediately preceding such meeting.

In lieu of closing the membership books, the Board of Directors may fix in advance a date as the record date for any determination of members, such date in any case to be not more than sixty (60) days and, in case of a meeting of members, not less than ten (10) days prior to the date on which the particular action requiring such determination of members is to be taken.

If the membership record books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the date on which notice of the meeting is mailed, faxed or hand-delivered shall be the record date for such determination of members.

When a determination of members entitled to vote at any meeting of members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting which it must do if the adjournment is to a date more than 120 days after the date fixed for the original meeting.

Section 7. Record of Members. The Association shall maintain a membership record book containing in alphabetical order, the name and address of each member. Whenever a member sells the real property that entitles him to membership in the Association, such member or such member's purchaser shall promptly notify the Association and provide a copy of the deed to, and address and fax number of, the purchaser.

Section 8. Member Quorum and Voting. The holders of a majority of the votes capable of being cast, represented in person or by proxy, shall constitute a quorum at a meeting of members.

If a quorum is present, the affirmative vote of the holders of a majority of the votes capable of being cast represented at the meeting shall be the act of the members unless otherwise specified in the Articles of Incorporation or these Bylaws or provided by law.

After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Section 9. Voting. Voting rights are those established in the Declaration. A member may vote either in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact.

At each election of Directors, each member shall be entitled to as many votes specified in the Declaration multiplied by the number of Directors to be elected and the persons with the highest vote totals shall be elected as Directors and constitute the Board of Directors. Cumulative voting is not allowed.

Members constituting a corporation, limited liability company or other entity or holding membership in any fiduciary capacity shall vote through the officer, agent, person or proxy designated by the bylaws, operating agreement or other governing document for such entity and proof of such authority must be given in advance of the meeting to the Board of Directors of the Association, failing which said member shall not be allowed to vote, unless otherwise required by law.

Section 10. Proxies. Every member or other person entitled to vote at a meeting of members or to express consent or dissent without a meeting, or a member's duly authorized attorney-in-fact, may authorize another person or persons to act for him or it by proxy.

Every proxy must be signed by the member or the member's attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the member executing it, except as otherwise provided by law.

The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the corporate officer responsible for maintaining the list of members, or for memorializing the meeting or action taken without a meeting, as the case may be.

If a proxy confers authority upon two or more persons and does not otherwise provide, a majority of them present at the meeting, or if only one is present then that one, may exercise all the powers conferred by the proxy; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the vote shall not be counted.

If a proxy expressly provides, any proxy holder may appoint in writing a substitute to act in his place.

Section 11. Waiver of Notice of Meetings of Members. Whenever any notice is required to be given to any member of the Association, either by law or under the provisions of the Articles of Incorporation of this Association or these By-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, that is delivered to the Association, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting and does object, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of members of the Association need be specified in any written waiver of notice unless so required by the Articles of Incorporation of the Association or these By-laws.

Section 12. Action by Members Without a Meeting. Any action required by law, these By-laws or the Articles of Incorporation of this Association to be taken at any annual or special meeting of members of the Association, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members having at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted, and delivered to the Association within sixty (60) days from the date of the earliest dated consent.

Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

## Article II. Directors

Section 1. Function. All Association powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors, subject to any limitation set forth in the Articles of Incorporation.

Section 2. Qualification. Directors must be natural persons who are 18 years of age or older but need not be residents of the State of Florida nor members of the Association.

Section 3. Compensation. The Board of Directors shall have authority to fix the compensation of Directors subject to any limitations set forth in the Articles of Incorporation.

Section 4. Duties of Directors. A Director shall perform his duties as a Director, including his duties as a member of any committee of the Board of Directors upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

In performing his duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented,
- (b) legal counsel, public accountants or other persons as to matters which the Director reasonably believes to be within such person's professional or expert competence, or
- (c) a committee of the Board of Directors upon which he does not serve, duly designated in accordance with a provisions of the Articles of Incorporation or these By-laws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

In performing his duties, a Director may consider such factors as the Director deems relevant, including the long term prospects and interests of the Association and its members; the social, economic, legal or other effects of any action on the employees, suppliers or contractors of the Association, the community and society in which the Association operates; and the economy of the state and the nation.

A person who performs his duties in compliance with this Section shall have no liability by reason of being or having been a Director of the Association.

Section 5. Presumption of Assent. A Director of the Association who is present at a meeting of its Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 6. Number. This Association shall have the number of Directors as indicated specified in the Articles of Incorporation for the Association.

Section 7. Election and Term. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the first annual meeting of members and until his or her successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

At the first annual meeting of members and at each subsequent annual meeting, the members entitled to vote thereon shall elect Directors to hold office until the next succeeding annual meeting. Each Director shall hold office for the term for which he is elected and until his or her successor shall have been elected and qualified or until his or her earlier resignation, removal from office or death.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors, may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors or by the sole remaining Director, as the case may be. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the members.

Section 9. Quorum and Voting. A majority of the total number of Directors fixed by these By-laws shall constitute a quorum for the transaction of business. 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 of Directors.

Section 10. Director Conflicts of Interest. No contract or other transaction between this Association and one or more of its Directors or any other corporation, firm, association or entity in which one or more of the Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose if:

- (a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or

ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors; or

- (b) the fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or
- (c) the contract or transaction is fair and reasonable as to this Association at the time it is authorized by the Board of Directors, a committee thereof or the members.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors, or a committee thereof, which authorizes, approves or ratifies such contract or transaction.

Section 11. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except that no committee shall have the authority to:

- (a) approve or recommend to members actions or proposals required by law to be approved by members;
- (b) fill vacancies on the Board of Directors or any committee thereof;
- (c) amend or repeal these By-laws;

Each committee must have two or more members who serve at the discretion of the Board of Directors. The Board of Directors, by resolution adopted in accordance with the foregoing provisions of this Section, may designate one or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 12. Place of Meetings. Regular and special meetings by the Board of Directors may be held within or without the State of Florida.

Section 13. Time, Notice and Call of Meetings. Regular meetings of the Board of Directors may be held at such time and place as the Board of Directors may fix by resolution, and no notice of the date, time, place or purpose of any such regular

meeting so fixed by the Board need be given to any Director. An annual meeting of the Board of Directors may be held immediately following the annual meeting of members of the Association, at the same place as the annual meeting of members, and no notice of the annual meeting of the Board of Directors need be given to any Director.

Written notice of the time and place of special meetings of the Board of Directors shall be given to each Director, either by personal delivery, telegram, teletype or other form of electronic communication at least two (2) days before the meeting or by notice mailed to the Director at least seven (7) days before the meeting.

Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

**Section 14. Action Without a Meeting.** Any action required by law to be taken at a meeting of the Board of Directors of the Association, or any action which may be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, is signed by all of the Directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.



### Article III. Officers

Section 1. Officers. The officers of the Association shall consist of a president, a vice president, a secretary and a treasurer, each of whom shall be elected by the Board of Directors at the annual meeting of Directors held immediately following the annual meeting of members of the Association, and shall serve until their successors are chosen and qualify. 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. The failure to elect a president, vice-president, secretary or a treasurer shall not affect the existence of the Association.

Section 2. Duties. The officers of the Association shall have the following duties:

The President shall be the chief executive officer of the Association, and shall have general and active management of the business and affairs of the Association subject to the directions of the Board of Directors. The President shall preside at all meetings of members and of the Board of Directors.

In the absence or inability to act of the President, the Vice President (or, if there are two or more Vice Presidents, the most senior Vice President present and able to act) shall perform the duties of the President, and shall have all the rights, powers and privileges of the President in so doing. In addition, the Vice President or Vice Presidents of this Association shall perform such other duties as may be prescribed from time to time for such officer(s) by the Board of Directors or by the President.

The Secretary shall have custody of, and maintain, all of the Association records except the financial records, shall record the minutes of all meetings of members and of the Board of Directors, send all notices of meetings, and perform such other duties as may be prescribed from time to time by the Board of Directors or by the President.

The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of members and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by the President.

Section 3. Removal of Officers. Any officer or agent may be removed by the Board of Directors, whenever, in its judgment, the best interests of the Association will

be served thereby. Any officer or assistant officer, if appointed by another officer, may be removed by the appointing officer.

Any vacancy, however occurring, in any office may be filled by the Board of Directors.

Removal of any officer shall be without prejudice to the contract rights, if any, of the person so removed; however, election or appointment of an officer or agent shall not of itself create contract rights.

#### Article IV. Books and Records

##### Section 1.

a. Books. The Association shall keep as permanent records minutes of all meetings of its members and Board of Directors, a record of all actions taken by the members or Board of Directors without a meeting and a record of all actions taken by committees of the Board in place of the Board on behalf of the Association.

The Association shall keep, at its registered office or principal place of business, a record of its members, containing the names and addresses of all members.

b. Records. The Association shall maintain accurate books and other accounting records and shall keep a copy of the following records ("Priority Records"):

- a) Articles or restated Articles of Incorporation, and all amendments thereto, which are currently in effect;
- b) By-laws, and all amendments thereto, currently in effect;
- c) minutes of members' meetings and records of all action taken by members without a meeting for the past three years;
- d) written communication to all members within the past three years;
- e) a list of the names and business street addresses of the members of the Board of Directors and Officers; and

f) its most recent annual report delivered to the Department of State.

c. General. Any books, records and minutes may be in written form, or in any other form capable of being converted into written form within a reasonable time.

Section 2. Members' Inspection Rights. A member of the Association is entitled to inspect and copy, during regular business hours at the Association's principal office, any of the Priority Records if he gives the Association written notice of a demand at least five (5) business days before the date on which he wishes to inspect and copy such records.

A member of an Association is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Association, any of the following records of the Association if the member gives the Association written notice of his demand at least 5 business days before the date on which he wishes to inspect and copy such records and his demand is made in good faith for a proper purpose, he describes with reasonable particularity his purpose and the records he desires to inspect, and the records are directly connected with his purpose:

a) Excerpts from minutes of any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Association, minutes of any meeting of the members, and records of action taken by the members or Board of Directors without a meeting, to the extent not subject to inspection under the first paragraph of this Article IV, Section 2;

b) Accounting records of the Association;

c) The record of members; and

d) Any other books and records.

Section 3. Financial Information. Not later than 60 days after the close of each fiscal year, the Association shall furnish its members a complete financial report of the actual receipts and expenditures for the previous twelve (12) months, broken down by classification.

If annual financial statements are reported upon by a public accountant, his report must accompany them. If not, the statements must be accompanied by a

statement of the president or the person responsible for the Association's accounting records:

- a) Stating his reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and
- b) Describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year;

The Association shall mail the annual financial report to each member within 60 days after the close of each fiscal year.

#### Article V. Corporate Seal/Name in Florida

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon in two concentric circles: the name of the Association, which shall appear in the outside circle, and the words "Corporate Seal," "Florida," and the year of incorporation, which shall appear in the inside circle.

#### Article VI. Amendment

These By-laws or any provisions thereof may be amended or repealed and new By-laws may be adopted by a majority of the Board of Directors.

#### Article VII. Indemnification

To the full extent permitted by Sections 617.0831 and 607.0850 of Florida Statutes or any successor provisions thereto, (a) the Association shall (i) indemnify any person who was or is a party, or is threatened to be made party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding and (ii) pay expenses incurred by such person in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, and (b) the Association may (i) indemnify any person who was or is a party, or is threatened to be made party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an employee or agent of the Association or is or was serving at the request of the

Association as director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding and (ii) pay expenses incurred by such person in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding.

The foregoing indemnification and advancement of expenses provisions shall not be deemed exclusive of any other rights to indemnification or advancement of expenses to which any such person may be entitled under any statute, By-law, agreement, vote of members or disinterested directors or otherwise. Any change in law that purports to restrict the ability of the Association to indemnify or advance expenses to any such person shall not affect the Association's obligation or right to indemnify and advance expenses to any such person with respect to any action, claim, suit or proceeding that occurred or arose, or that is based on events or acts that occurred or arose, prior to such change in law.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**SURFACE WATER MANAGEMENT**  
**GENERAL PERMIT NO. 50-00548-S-65**



Form #0942  
08/95

DATE ISSUED: September 14, 2001

PERMITTEE: LAKE WELLINGTON PROFESSIONAL CENTER, INC.  
13150 DOUBLE TREE CIRCLE  
WELLINGTON, FL 33414

PROJECT DESCRIPTION: MODIFICATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 9.07  
ACRE(S) OF COMMERCIAL DEVELOPMENT KNOWN AS BINKS COMMERCIAL  
CENTRE.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 31 TWP 43S RGE 41E

PERMIT DURATION: Five years from the date issued to complete construction of the  
surface water management system as authorized herein. See attached  
Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Permit Application No.  
010426-12, dated April 26, 2001. This action is taken pursuant to Rule 40E-1.606 and  
Chapter 40E-40, Florida Administrative Code (F.A.C.).

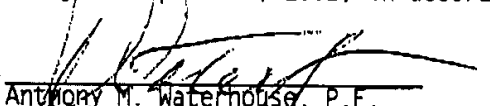
Based on the information provided, District rules have been adhered to and a Surface  
Water Management General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing,
2. the attached Standard Limiting Conditions,
3. the attached 7 Special Conditions, and
4. the attached 6 Exhibit(s).

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

**CERTIFICATE OF SERVICE**

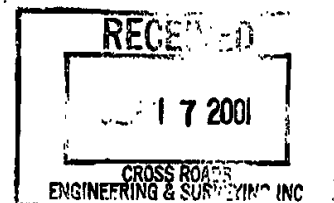
I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 14th day of September, 2001, in accordance with Section 120.60(3), Florida Statutes.

BY:   
Anthony M. Waterhouse, P.E.  
Director - Surface Water Management  
Palm Beach Service Center

Certified Mail No. 7000 1530 0000 2740 8959

Enclosures

**EXHIBIT D**



## SURFACE WATER MANAGEMENT

## CHAPTER 40E-4 (4/94)

## 40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified pursuant to Rules 40E-4.331 and 40E-4.441, F.A.C., the duration of a surface water management permit issued under this chapter is as follows:

(a) Two years from the date of issuance for Conceptual Approval, unless within that period an application for a construction and operation permit is filed for any portion of the project. If an application for a construction and operation permit is filed, then the Conceptual Approval remains valid until final action is taken on the application. If the application is granted, then the Conceptual Approval is valid for an additional two years from the date of issuance of the construction and operation permit. Conceptual Approvals which have no applications for construction and operation filed for a period of two years will expire automatically.

(b) Five years from the date of issuance for a construction permit.

(c) Perpetual for an operation permit.

(2) The Governing Board shall issue permit extensions provided that a permittee files a written request with the District showing good cause. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(3) For a Conceptual Approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive amendment, the duration of the Conceptual Approval shall be two years from whichever one of the following occurs a the latest date:

(a) the effective date of the local government's comprehensive plan amendment,

(b) the effective date of the local government development order, or

(c) the date on which the District issues the Conceptual Approval, or

(d) the latest date of the resolution of any Chapter 120 or other legal appeals.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Modifications to construction permits issued pursuant to a formal permit application extend the duration of the permit for three years from the date of issuance of the modification. Construction permit modifications do not extend the duration of a Conceptual Approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416(1) F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94.



### NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." 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.

#### **Petition for Administrative Proceedings**

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. **Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. **Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. **Administrative Complaint and Order:** If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. **State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. **Emergency Authorization and Order:** A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. **Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. **Permit Suspension, Revocation, Annulment, and Withdrawal:** If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

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any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

#### CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

#### DISTRICT COURT OF APPEAL

8. Pursuant to Section 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 SFWMD Clerk within 30 days of rendering of the final SFWMD action.

#### LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

#### PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

#### LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

#### MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

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publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

#### VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

(a) the caption shall read:  
Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principles of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

#### WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

#### 28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

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**28-106.301 INITIATION OF PROCEEDINGS**  
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner, the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (e) A demand for relief.

**28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL**

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
  - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
  - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

**42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217**

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

**28-107.005 EMERGENCY ACTION**

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) The 14-day notice requirement of Section 120.569(2)(b), F.S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

**40E-1.611 EMERGENCY ACTION**

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

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## STANDARD LIMITING CONDITIONS

1. THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
4. THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
5. ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.5, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
6. ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
8. A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994," HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.
10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.



11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY). IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.
17. 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.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

## SPECIAL CONDITIONS

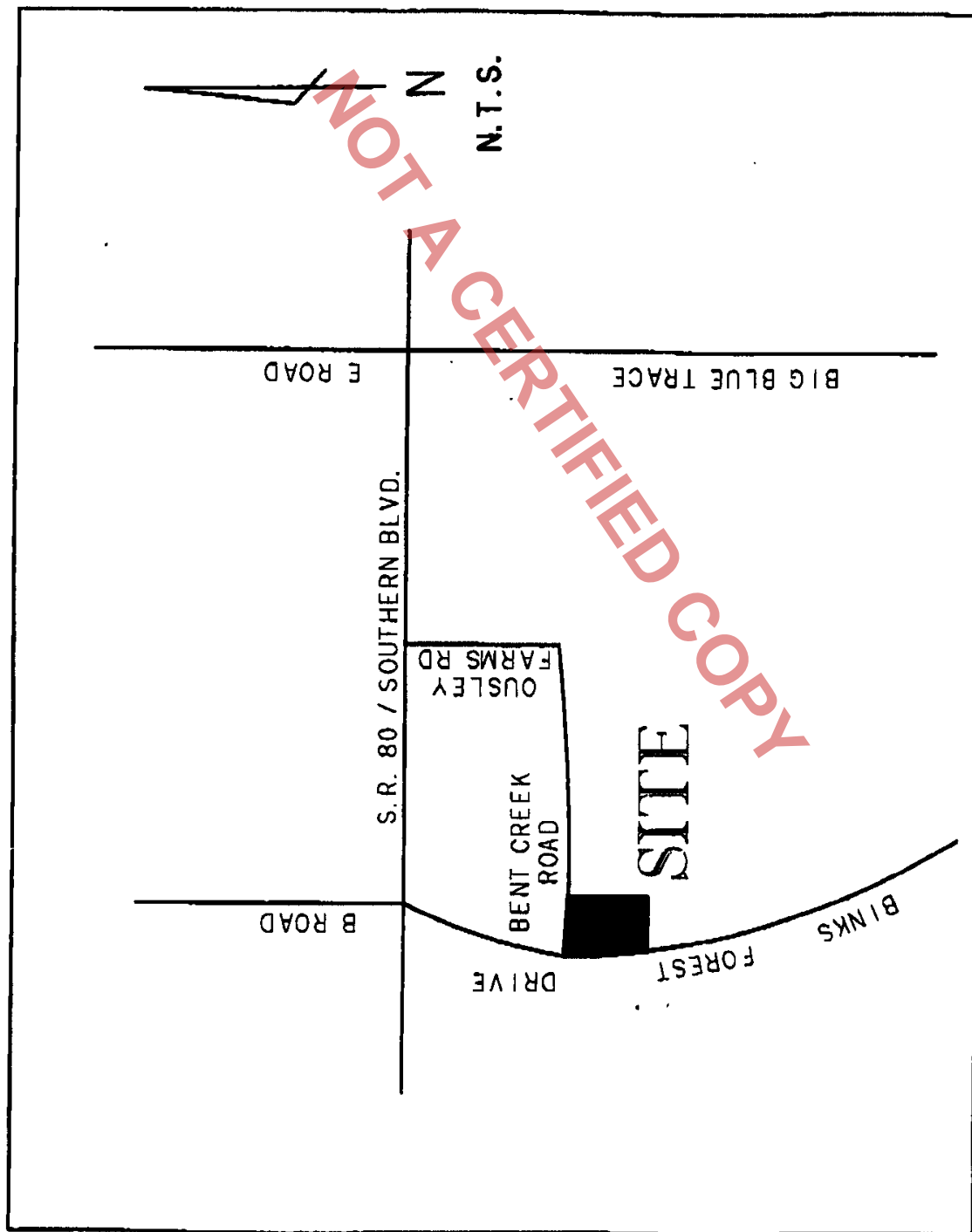
## 1. DISCHARGE FACILITIES:

1-3' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 14' NGVD.  
24 LF OF 3.5' DIA. REINFORCED CONCRETE PIPE CULVERT.

RECEIVING BODY : AID MASTER SYSTEM

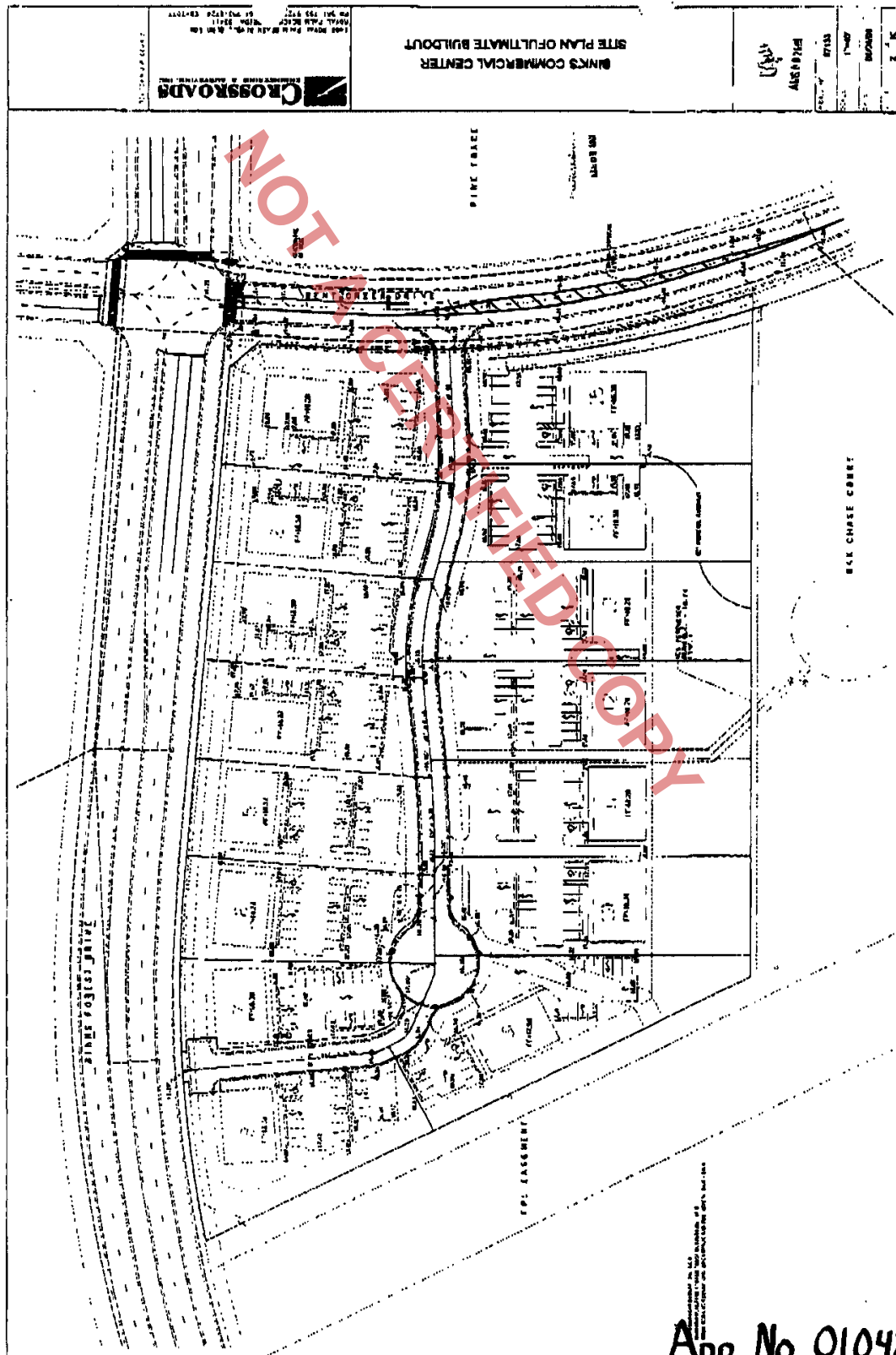
CONTROL ELEV : 11 FEET NGVD.

2. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
3. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
4. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
5. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
6. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF BINK'S COMMERCIAL CENTRE POA, INC.. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
7. ALL SPECIAL CONDITIONS PREVIOUSLY STIPULATED BY PERMIT NUMBER 50-00548-S REMAIN IN EFFECT UNLESS OTHER WISE REVISED AND SHALL APPLY TO THIS MODIFICATION.



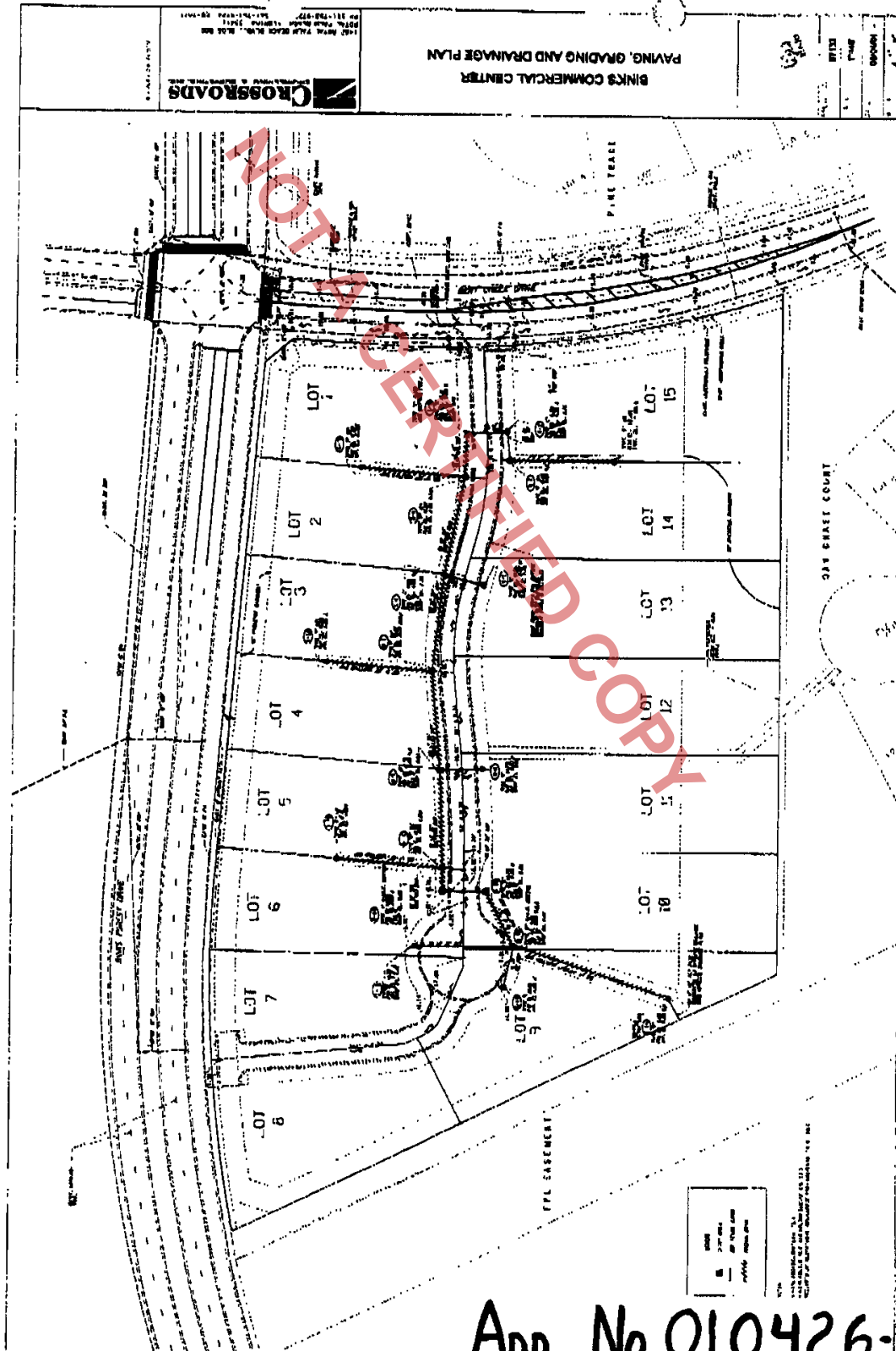
LOCATION SKETCH

EXHIBIT 1



App. No. 010426-12  
EXHIBIT 2





App. No. 010426-12  
EXHIBIT 3



## PROJECT: BINKS COMMERCIAL CENTRE

PERMIT SUMMARY SHEET

APPLICATION NUMBER: 010426-12

PERMIT MODIFICATION NO.: 50-00548-S-65

LOCATION: PALM BEACH COUNTY, S31/T43S/R41E

OWNER: LAKE WELLINGTON PROFESSIONAL CENTER, INC.

ENGINEER: CROSSROADS ENGINEERING &amp; SURVEYING INC

PROJECT AREA: 9.07 ACRES DRAINAGE AREA: 9.07 ACRES

PROJECT USE: COMMERCIAL

## FACILITIES:

1. EXISTING: On August 23, 1989, the Governing Board of this District issued Construction and Operation approval to modify Surface Water Management Permit No. 50-00548-S for a mixed-use development known as Bink's Forest. Assumptions were made for the future construction of a 26.8-acre commercial site within Basin 2, Plat Number 4. The acreage associated with this application is about one-third of the conceptually approved commercial area. The project site is located at the intersection of Binks Forest Drive and Bent Creek Road corresponding to ACME Basin A, please see Exhibit 1.
2. PROPOSED: Authorization for construction and operation has been requested for a SWM system serving a 9.07-acre commercial project to be known as Binks Commercial Centre. Proposed construction includes 15 small office buildings with associated parking and utilities. Runoff from the site will be directed to dry swales and exfiltration trench for water quality pre-treatment prior to overflowing to the master SWM system. Ultimate outfall is to the C-51 Canal via the Acme Improvement District(AID) Master System.

PROJECT LEVEL:

DRAINAGE BASIN: C-51

RECEIVING BODY: AID MASTER SYSTEM

Exhibit 5A

APPLICATION NUMBER: 010426-12

## WATER QUALITY:

Water quality pre-treatment (1/2") has been provided in the proposed swales and exfiltration trench.

Basin	Method	Vol Req'd. (ac-ft)	Vol Prov'd (ac-ft)
Binks Commerce Ctr.	1070 LF EXFILTRATION TRENCH	.27	.27
Binks Commerce Ctr.	.19 acres SWALE	.02	.02

ENVIRONMENTAL ASSESSMENT:

## ENVIRONMENTAL SUMMARY:

There are no jurisdictional wetlands or other surface waters on the site. Therefore, no adverse environmental impacts are anticipated as a result of this phase of construction.

## APPLICABLE LAND USE:

The following is a land use breakdown of the Binks Commerce Centre.

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE
TOTAL ACRES	9.07		9.07 acres
PAVEMENT	3.37		3.37 acres
BUILD COVERAGE	1.24		1.24 acres
PRESERVED	2.20		2.20 acres
PERVIOUS	2.26		2.26 acres

Exhibit 5B

APPLICATION NUMBER: 010426-12

COMMENTS:

1. This parcel overflows to the AID Master SWM System. The proposed project is consistent with the site grading and land use assumptions from the design of the master SWM system, therefore, discharge will not be limited to a specified rate for the design storm event.

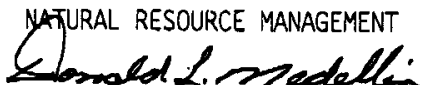
DEPARTMENT APPROVAL:

SURFACE WATER MANAGEMENT

  
Hugo A. Carter, P.E.

DATE: 10 Sept 01

NATURAL RESOURCE MANAGEMENT

  
Donald L. Medellin

DATE: 12-Sept-01

Exhibit 5C

NOT A CERTIFIED COPY

## STAFF REPORT DISTRIBUTION LIST

BINKS COMMERCIAL CENTRE

APPLICATION NUMBER: 010426-12

PERMIT MODIFICATION NUMBER: 50 00548-S-65

INTERNAL DISTRIBUTION

Reviewer:

- X LeRoy Rodgers
- X Rosalyn W. Ellington
- X Donald L. Medellin
- X Hugo A. Carter, P.E.
  - J. Golden - 4210
  - R. Robbins - 4250
- X P. Walker, PBCSC - 1680
  - A. Waterhouse - 4220
- X Permit File
- X ERC Engineering
- X ERC Environmental Enforcement

DEPT. OF ENVIRONMENTAL PROTECTIONEXTERNAL DISTRIBUTION

- X Owner:
  - LAKE WELLINGTON PROFESSIONAL CENTER, INC.
- X Applicant:
  - LAKE WELLINGTON PROFESSIONAL CENTER INC
- X Applicant's Consultant
  - CROSSROADS ENGINEERING & SURVEYING INC
- X Engineer, County of:
  - PALM BEACH
- X Engineer, City of:
  - Wellington
- X Local Drainage District:
  - ACME IMPROVEMENT DISTRICT

COUNTY

- X Palm Beach -Building Division
  - Environmental Res Mgmt
  - Health Dept
  - Land Development Div
  - School Board Growth Mgt

BUILDING AND ZONINGOTHER

- FDEP
  - Florida Audubon - Charles Lee
  - Florida Fish & Wildlife Conservation Com
  - Mr. Ed Dailey, President
- X Rosa Durando
- X Sierra Club, Loxahatchee
  - Timothy K Large, Bldg Code Permit Admini

EXHIBIT 6