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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**ISLES AT WESTON**

37

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**ISLES AT WESTON**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 22<sup>nd</sup> day of April, 2002, by Centex Homes, a Nevada general partnership.

**ARTICLE I CREATION OF THE COMMUNITY**

1.1. Purpose and Intent. Declarant (as defined in Article II), as the owner of the real property called **Parcel 1** and described in **Exhibit "A"** (or if not the owner, with the owner's consent), intends, by recording of this Declaration, to establish a general plan of development for the Isles At Weston, a planned community (the "**Community**"). Declarant currently has the **Parcel 2** property as described in Exhibit "A" under contract for later purchase. However, Parcel 2 is subject to the jurisdiction of the Governing Documents.

This Declaration, together with the other Governing Documents described in Section 1.3, provides for the overall development, administration, maintenance, and preservation of Isles At Weston, and provides a flexible and reasonable procedure for its future expansion. An integral part of the development plan is the creation of the Isles At Weston Homeowners Association, Inc., (the "**Association**") to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents.

This document does not and is not intended to create a condominium under Florida law.

1.2. Binding Effect. This Declaration governs the property described in Exhibit "A," and any other property submitted to this Declaration in the future pursuant to Article IX. This Declaration shall run with the title to such property and shall bind everyone having any right, title, or interest in any portion of such property, their heirs, successors, successors-in-title, and assigns. Declarant, the Association, any aggrieved Owner (as defined in Article II), and their respective legal representatives, heirs, successors, and assigns, may enforce this Declaration. Each Owner shall automatically be a Member (as defined in Article II) of the Association.

This Declaration is intended to have perpetual duration, but shall be effective for a minimum of 30 years from the date it is recorded, subject to the right of Declarant and the Members to amend it as provided in Article XIX. After the initial 30-year period, it shall automatically be extended for successive 10-year periods in perpetuity unless, within the 12-month period preceding any extension, an instrument signed by the then Owners of at least 75% of the Lots (as defined in Article II) agreeing to terminate this Declaration is recorded. If any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Declaration is recorded.

This section does not authorize termination of any easement created in this Declaration without the consent of the holder of such easement.

(a) **Enforcement.** Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Association shall have the right of self help to cure any violations that remain uncured after any required notice is given.

1.3. **Governing Documents.** The following chart identifies the documents which govern the Community (as they may be amended from time-to-time, the "**Governing Documents**") and describes, in part, the purpose of each. Every Owner and occupant of a Lot (as defined in Article II), and their respective guests, tenants, visitors and invitees, shall comply with the Governing Documents.

<b>Declaration</b> (Recorded)	creates obligations which are binding upon the Association and all present and future owners and occupants of, and others with any interest in, property in the Community
<b>Supplemental Declaration</b> (Recorded)	adds property to the Community; and/or impose additional obligations or restrictions on such property
<b>Articles of Incorporation</b> (filed with the Department of State; initial Articles attached as <b>Exhibit "D"</b> )	establish the Association as a not-for-profit corporation under Florida law
<b>By-Laws</b> (Board adopts; initial By-Laws attached as <b>Exhibit "E"</b> )	govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
<b>Architectural Guidelines</b> (Declarant may adopt)	establish architectural standards and guidelines for improvements and modifications to Lots, including structures, landscaping, and other items on Lots
<b>Use Restrictions</b> (initial set attached as <b>Exhibit "C"</b> )	govern use of property and activities within the Community
<b>Board Resolutions and Rules</b> (Board may adopt)	establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Area (as defined in Article II)

Additional covenants, conditions, and restrictions may be imposed on all or any portion of the Community, in which case the more restrictive provisions will be controlling. However, no Person (as defined in Article II) shall record any additional covenants, conditions, or restrictions affecting any portion of the Community without Declarant's written consent, during the Development and Sale Period (as defined in Article II), or without the Board's consent thereafter. Any instrument recorded without the necessary consent is void and of no force or effect.

If there are conflicts between Florida law, the Declaration, the Articles, and the By-Laws, Florida law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail. If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

## ARTICLE II CONCEPTS AND DEFINITIONS

2.1. Defined Terms. The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

"Affiliate". Any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power or authority to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

"Architectural Guidelines". The architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV as they may be amended from time to time.

"Architectural Review Board" or "ARB". The committee established, upon delegation or termination of Declarant's authority under Article IV, to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article IV.

"Articles". The Articles of Incorporation of Isles At Weston Homeowners Association Inc., filed with the Secretary of State for the State of Florida, as they may be amended from time to time. A copy of the initial Articles is attached to this Declaration as **Exhibit "D."**

"Association". Isles At Weston Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

"Benefitted Assessment". Assessments charged against a particular Lot or Lots for Association expenses as described in Section 8.4.

"Board of Directors" or "Board". The body responsible for the general governance and administration of the Association, selected as provided in the By-Laws.

"By-Laws". The By-Laws of Isles At Weston Homeowners Association, Inc., as they may be amended from time to time. A copy of the initial By-Laws is attached to this Declaration as **Exhibit "E."**



**“Class “B” Control Period”**. The time period during which the Class “B” Member may appoint a majority of the Board members. The Class “B” Control Period shall end when any one of the following occurs:

- (a) within 90 days after 90% of the Lots proposed under the Development Plan have been issued certificates of occupancy and are owned by Class “A” Members other than Declarant, Developer, and/or Parcel 2 Owner;
- (b) 7 years from the date this Declaration is recorded; or
- (c) when, in its discretion, the Class “B” Member so determines.

**“Common Area”**. All real and personal property, including easements, which the Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners. Common Area includes the Surface Water and Storm Water Management System and the Limited Common Area, as defined below.

**“Common Expenses”**. The actual and estimated expenses which the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reasonable reserves the Board finds necessary or appropriate, or unless such Common Areas, or portions thereof are maintained and administered by the Isles at Weston Community Development District, (the “CDD”) in which event the assessments for such expenses will not be an Association function but will be assessed, charged, levied and provided by the CDD to the individual Owners.

**“Common Maintenance Areas”**. The Common Area, together with any other area for which the Association has or assumes maintenance or other responsibilities and to the extent the Common Areas are administered and or maintained by the CDD.

**“Community”** or **“Isles At Weston”**. The real property described in Exhibit “A,” together with such additional property as is subjected to this Declaration in accordance with Article IX.

**“Community Name”**: The Isles At Weston and/or such other name or names as Declarant shall designate for all or any portion of the Community.

**“Community Development District”** or **“CDD”** shall mean and refer to the Isles at Weston Community Development District which may be created pursuant to Chapter 190, Florida Statutes, to administer all or portions of the Properties to the extent permitted by Florida Law.

**“Community-Wide Standard”**. The standard of conduct, maintenance, or other activity generally prevailing from time-to-time throughout the Community, or the minimum standards established pursuant to the Architectural Guidelines, Use Restrictions, and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standard. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Board's or the ARB's discretion. The Community-Wide Standard may or may not be set out in writing. The Community-Wide Standard may evolve as development progresses and as the Community matures.

**“County”**. Broward County, Florida.

**"Declarant"**. Centex Homes, a Nevada general partnership, or any successor or assign as developer of all or any portion of the Community that is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. On all matters, Declarant may act through any of its Affiliates. Any Person who at any time holds the rights of Declarant (including the owner of Parcel 2) hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be known as a "Predecessor Declarant" and, unless otherwise agreed in writing, shall be entitled to the rights of a Predecessor Declarant established in this Declaration. Whether or not specifically stated, a Predecessor Declarant shall be afforded the same protection with respect to matters arising from actions taken during its tenure as Declarant as the Predecessor Declarant would have if it were still Declarant.

**"Development Plan"**. The land use or site plan for the Community approved by Centex Homes, as it may be amended from time to time, which includes all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B." Declarant is not obligated to submit property shown on the Development Plan to this Declaration. In addition, Declarant may submit property to this Declaration that is not shown on the Development Plan. Reference should be made to Article X of this Declaration to the respective rights and obligations of Owners and Declarant with respect to the use and Development of the Community.

**"Development and Sale Period"**. The period of time during which Declarant and/or its Affiliates own property subject to this Declaration or Declarant holds an unexpired option to unilaterally expand the Community pursuant to Section 9.1.

**"Developer"**. References to Developer in this Declaration shall mean and refer to Centex Homes.

**"District"**. The water management district or districts having or asserting jurisdiction over the Community or portions thereof.

**"Governmental Authority"**. Any federal, state, county, municipal or other governmental or quasi-governmental department, entity, authority, agency or instrumentality having or asserting jurisdiction over the Community or a portion thereof.

**"HUD"**. U.S. Department of Housing and Urban Development.

**"Legal Costs"**. The costs which a Person entitled to reimbursement for "Legal Costs" under any provision of the Governing Documents incurs in pursuing legal action (regardless of whether suit is filed) to enforce the Governing Documents, including, but not limited to, reasonable attorneys' and paralegals' fees, expert witness fees, and court costs at all tribunal levels.

**"Limited Common Area"**. A portion of the Common Area primarily benefitting one or more, but less than all, Lots or Neighborhood Service Areas, as described in Article XII.

**"Limited Common Expenses"**. The actual and estimated expenses which the Association incurs, or expects to incur, for the benefit of Owners of Lots benefitting from a Limited Common Area or within a particular Neighborhood Service Area, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood Service Area or Lots.

**"Lot"**. A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed, and which is improved, or intended by Declarant to be improved, with a residential dwelling. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot shall be shown on a Plat; however, in the case of a building containing multiple dwellings for independent sale (e.g., attached townhouse units), each dwelling that may be sold independently shall be a separate Lot.

A parcel of land shall be deemed to be a single Lot until such time as a Plat subdivides all or a portion of the parcel. Thereafter, the subdivided portion shall contain the number of Lots shown on the Plat. Any portion not subdivided shall continue to be a single Lot.

Any Owner owning two adjoining Lots may, with the prior written approval of Declarant during the Development and Sale Period, and the Association thereafter, combine such Lots into a single building site for the purpose of constructing one dwelling and such other improvements as are approved hereunder; however, each of the Lots so combined shall continue to be treated as a separate Lot for purposes of voting and assessment unless the subdivision plat creating such Lots is revised and recorded, with the prior consent of Declarant or the Association, as applicable, elects to designate them as a single Lot. Declarant or the Association, as applicable, may grant or withhold their approval to any such plat revision in their sole discretion.

**"Member"**. A Person subject to membership in the Association, as described in Section 6.2. There initially are two membership classes: Class "A" and Class "B."

**"Mortgage"**. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an institutional lender. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. The term institutional lender may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Department of Veterans Affairs, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

**"Neighborhood Service Area"**. A group of Lots designated as a separate Neighborhood Service Area pursuant to this Declaration or a Supplemental Declaration for purposes of sharing Limited Common Areas and/or receiving other benefits or services from the Association which are not provided to all Lots. A Neighborhood Service Area may be comprised of more than one housing type and may include noncontiguous parcels of property. A Lot may be assigned to more than one Neighborhood Service Area. Where the context permits or requires, the term "Neighborhood Service Area" shall also refer to a Neighborhood Service Area Committee established in accordance with the By-Laws to represent the interests of Owners of Lots within a Neighborhood Service Area. Neighborhood Service Area boundaries may be established and modified as provided in Section 7.11. Neighborhood Service Areas, if established, shall assess their members for their association expenses and shall be responsible for collecting their share of Common Expenses under this Declaration, unless the Association determines otherwise, or unless such Common Areas, or portions thereof are maintained and administered by the CDD in which event the assessments for such expenses will not be an Association function but will be assessed, charged, levied and provided by the CDD to the individual Owners. When Neighborhood Service Areas are administered by the Association, the cost of managing a Neighborhood Service Areas

shall be borne by the Owners in such Neighborhood Service Areas as part of the Neighborhood Service Areas Expenses.

**“Neighborhood Service Area Assessments”**. Assessments levied against the Lots in a particular Neighborhood Service Area to fund Limited Common Expenses, as described in Section 8.1(b).

**“Owner”**. The record title holder to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (e.g., a Mortgagee). If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

**“Parcel 2 Owner”**. References to the Parcel 2 Owner in this Declaration shall mean and refer to the current owner of record of Parcel 2 (as described on Exhibit “A”) as found in the Public Records of Broward County, Florida.

**“Permit”** Permit No. 06-03067-P issued by the District.

**“Person”**. An individual, a corporation, a partnership, a trustee, or any other legal entity.

**“Plat”**. Recorded land survey plat for all or any portion of the Community. As to a particular portion of the Community, the applicable Plat shall be deemed to be the Plat (and/or Plat amendment, revision or similar instrument, as applicable) to which such portion of the community is subject or which otherwise affects such portion of the Community at the time this applicable determination is to be made.

**“Regular Assessment”**. Annual assessments levied to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1(a).

**“Reviewer”**. For purposes of Article 4, the “Reviewer” is the Person having authority under Article 4 for the review of materials, as provided in Article 4.

**“Special Assessment”**. Assessments levied against Lots in accordance with Section 8.3 to cover unbudgeted expenses or expenses in excess of those budgeted.

**“Supplemental Declaration”**. A recorded instrument which subjects additional property to this Declaration and/or imposes additional or modified restrictions and obligations on the land described in such instrument.

**“Surface Water and Storm Water Management System”**. A drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and the other similar and/or related improvements, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to Chapter 40D, Florida Administrative Code. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Community.

**“Use Restrictions”**. The initial use restrictions, rules, and regulations governing the use of and activities on the Lots and the Common Areas set forth in **Exhibit “C,”** as they may be changed in accordance with Article III or otherwise amended from time to time.

**“VA”**. U.S. Department of Veterans Affairs.

**“Wetland”**. Any area within the Community identified or designated as habitat for wetland species of plants and/or animals by the South Florida Water Management District (“**SFWMD**”), or by the Broward County Department of Planning and Environmental Protection (“**DPEP**”), or by the County, or by the United States Army Corps of Engineers (“**ACOE**”), or by any other agency of the State of Florida or the United States government, whether or not such area is included within the Surface Water and Storm Water Management System, or is an isolated area that is not connected to the Surface Water and Storm Water Management System.

## 2.2. Interpretation of Certain References.

(a) **Recording**. All references in the Governing Documents to a “recorded” legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed, or the filing of a legal instrument, in the public records of the County, or such other place designated as the official location for filing documents affecting title to real estate in the County in order to make them a matter of public record.

(b) **Consent or Approval**. All references in the Governing Documents to “consent” or “approval” shall refer to permission or approval which, unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

(c) **Discretion and Determinations**. All references in the Governing Documents to “discretion” or to the right to “determine” any matter shall refer to the sole and absolute power, right, and/or discretion to decide or act and, unless otherwise expressly limited in the Governing Documents, a Person entitled to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action or inaction.

## ARTICLE III USE AND CONDUCT

3.1. **Restrictions on Use, Occupancy, and Alienation**. In addition to the initial Use Restrictions set forth **Exhibit “C”** which may be modified as provided below, the Lots shall be subject to the following The restrictions set forth in this Section may be amended only in accordance with Article XIX.

(a) **Residential and Related Uses**. Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an occupant residing in the dwelling on a Lot may conduct business activities on such Lot ancillary to their primary residential use, if the business activity, as determined in the Board's discretion:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning and other legal requirements and other requirements of this Declaration;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other Lots by the Owner thereof or the security or safety of others within the Community.

**“Business”** shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (A) such activity is engaged in full or part time, (B) such activity is intended to or does generate a profit, or (C) a license is required.

No Lot shall be re-zoned to any classification allowing commercial, institutional, or other non-residential use without the express written consent of the Association and Declarant, which either may withhold in its discretion. Notwithstanding anything in this Article to the contrary, Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved re-zoning at the expense of the party pursuing the unapproved re-zoning, in addition to and not in limitation of Declarant's or the Association's other rights and remedies.

This Section shall not apply to restrict Declarant's, or Declarant's Affiliates', activities, nor shall it restrict the activities of Persons Declarant approves with respect to the development, construction, and sale of property in the Community. This Section shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including, without limitation, the Community's recreational and other amenities.

Leasing of a single Lot by the Owner thereof for residential occupancy shall not be considered a “business” within the meaning of this subsection; however, no Owner or group of Owners who are Affiliates shall, on their own behalf or through any agent, engage in leasing activity with respect to multiple Lots at the same time.

(b) **Leasing.** For purposes of this Declaration, “leasing” is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. The improvements on the Lot may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased); provided, a detached “in-law suite” or “guest house,” the construction of which was approved pursuant to Article IV, may be independently leased.

**All leases shall be in writing and shall have a term of at least six months, except with the Board's prior written consent. No Owner may rent all or a portion of a Lot more than once in any 12-month period, even if a tenant defaults on a lease or abandons the Lot before expiration of the lease term. The restrictions on lease terms set forth in this paragraph shall not apply to Lots owned or leased by Declarant, its Affiliates, or Persons Declarant approves, in connection with their development, construction, or sale of property in the Community.**

All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

**Each lease shall set forth the name, address, and telephone number of the Lot's Owner and of the tenant(s); the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Lot.**

If an Owner elects to permit a tenant to sublease during the term of the lease, such sublease shall be subject to the limitations and requirements established in this Declaration to the same extent and effect as the original lease.

Within 10 days of a lease being signed for a Lot, the Owner shall notify the Board or the Association's managing agent of the lease and provide a copy of such lease and such additional information the Board and/or the Association's Managing Agent may reasonably require. An Owner proposing to lease a Lot may obscure the rental and deposit amounts in the copy of the proposed lease submitted to the Board so long as the lease contains the information listed above. In addition to this subsection (b), the Board may, from time to time, adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third party beneficiary of all leases of Lots, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners of Lots in the Community, including, but not limited to, Declarant, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased Lot, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

(c) Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents and shall be responsible for all violations and losses they cause to the Common Maintenance Areas, notwithstanding the fact that such Persons also are personally responsible for complying and may be sanctioned for any violation.

(d) Subdivision of a Lot. Lots may not be subdivided or their boundary lines changed except with Declarant's or the Board's prior written approval. Declarant may subdivide, change the boundary lines of, and replat any Lot it owns without Board approval. In addition, during the Development and Sale Period, Declarant, or any Declarant Affiliate, may convert Lots it owns into Common Area.

(e) Lodging: Timeshares. No Lot may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including ownership by more than three Persons as joint tenants or tenants-in-common), or assigning separate use periods of less than 180 consecutive days' duration, are prohibited.

### 3.2. Rule Making Authority.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may change (*i.e.*, modify, cancel, limit, create exceptions to, or add to) the Use Restrictions during the Class "B" Control period. Thereafter, the Use Restrictions may be changed in accordance with the provisions of Article XX, including, without limitation, the requirement that, during the Development and Sale Period the Board shall be required to obtain Declarant's written consent. The Board shall send the Members notice of any proposed change at least five business days before the Board meeting at which such change will be considered. The Members shall have a reasonable opportunity to be heard at such Board meeting.

The proposed change shall be approved unless disapproved by a majority of the Class "A" votes by the Class "B" Member, if any. The Board is not obligated to call a meeting of the Members to consider disapproval unless it receives a petition that meets the By-Laws requirement for special meetings. If the Board receives such a petition before the effective date of the change, the change shall not become effective until after a meeting is held, and then subject to the outcome of the meeting.

(b) Alternatively, members representing a majority of the Class "A" votes, at an Association meeting duly called for such purpose, may vote to change the rules then in effect. Any such change during the Development and Sale Period shall require approval of the Declarant.

(c) Before any rule change becomes effective, the Board shall send a copy of the new or changed rules to each Owner. The change shall not become effective until 30 days following distribution to the Owners. The Association shall provide to any requesting Member or Mortgagee, at no charge, a copy of the rules then in effect.

(d) No action taken under this Article shall have the effect of modifying, repealing, or expanding the Architectural Guidelines or any provision of this Declaration other than the Use Restrictions. In the event of a conflict between the Architectural Guidelines and the Use Restrictions, the Architectural Guidelines shall control. In the event of a conflict between the Use Restrictions and any provision within this Declaration (exclusive of the Use Restrictions), the Declaration provision shall control.



(e) The procedures described in this Section 3.3 are not intended to apply to reasonable rules and regulations relating to use and operation of the Common Area, which the Board may adopt by resolution, or other administrative rules, unless the Board chooses, in its discretion, to submit to such procedures, provided all such rules and regulations shall be subject to Declarant's written consent during the Development and Sale Period.

(f) Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in Exhibit "C," the Association's actions with respect to Use Restrictions and rules must comply with the following:

(i) Displays. Owners' rights to display religious and holiday signs, symbols, and decorations, signs indicating that the Lot is receiving monitoring services and signs required to comply with or obtain the benefit of applicable laws (e.g. beware of bad dog signs) on their Lots of the kinds normally displayed in residential neighborhoods with homes of comparable type, quality, and price range to those in the Community shall not be further abridged, except that the Association may adopt time, place, size, number, and manner restrictions with respect to such displays.

(ii) Signs. To the extent that signs are permitted under Article IV, the Association shall not regulate the content of political signs; however, it may regulate the time, place, size, number, and manner of posting such signs (including design criteria).

(iii) Activities Within Dwellings. The Association shall not interfere with activities carried on within a dwelling, except that it may prohibit activities not normally associated with residential property, and it may restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, that create undesirable odors noticeable to persons outside the dwelling, or that are an unreasonable source of annoyance.

(iv) Alienation. The Association shall not prohibit leasing or transfer of any Lot, or require the Association's or the Board's consent prior to leasing or transferring a Lot. The Association may impose restrictions on leasing, in addition to those set forth in this Article, and may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee on the lease or transfer of any Lot.

(v) Abridging Existing Rights. The Association may not require an Owner to remove or dispose of personal property that was in or on a Lot in compliance with previous rules. This exemption shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

(vi) Right to Develop. The Association may not impede Declarant's right to develop, market, or sell the property described on Exhibits "A" and "B."

The limitations in paragraphs (i) through (vi) of this subsection (f) shall not apply to amendments to this Declaration adopted in accordance with Article XIX.

3.3. Community Development District. Declarant reserves for itself, the Association and their respective successors and assigns, the right to dedicate, transfer, or otherwise convey portions of the Properties including, without limitation, the Common Areas, to the CDD for purposes of having the CDD

construct, operate, maintain and repair any and all public improvements which the CDD may own and operate pursuant to the provisions of Chapter 190, Florida Statutes. The Association may also contract with the CDD for the CDD to perform any maintenance or repairs of the Common Areas. The CDD may include all or a portion of the Properties, and all or portions of the real property described on Exhibit "A". If created, it is anticipated the CDD may provide, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain urban infrastructure facilities and services, systems and facilities, including without limitation, water management; potable water distribution; sewage collection; waste water management; roads and bridges; street lighting; parks and facilities, and will have the authority to administer, operate, and maintain some or all of the Common Areas, and to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. When a part of the Community becomes CDD Property, the expenses of administration and maintenance shall cease to be Common Expenses. If required by law, or if deemed by Declarant to be in the best interests of the Isles At Weston, the Association shall convey to the CDD the legal title to any Common Area which becomes CDD Property.

Upon the establishment of the CDD, Declarant, subject to any governmental requirements, intends for the CDD and not the Association to administer, operate, and maintain the Common Areas, or portions thereof, and to levy and collect fees, charges, taxes, rates, and assessments to pay for and to provide such services to administer, operate, and maintain the Common Areas. THE ADMINISTRATION, OPERATION AND MAINTENANCE CHARGES, EXPENSES, AND ASSESSMENTS FOR THE COMMON AREAS AND COMMON PROPERTY AND INFRASTRUCTURE WILL VARY DEPENDING UPON THE ANNUAL BUDGET OF THE CDD FOR EACH FISCAL YEAR AND NO ASSURANCE IS, OR CAN BE GIVEN, AS TO THE FUTURE LEVELS OF SUCH OPERATION AND MAINTENANCE.

In the event the CDD is formed, the Association and each Owner agrees, by acceptance of a deed or other instrument conveying title to any portion of the Properties, for itself, its successors and assigns and grantees, to, without reservation or objection, take all steps and join in and execute all documents necessary and make such other written joinder or consent to any petition or request for establishment of such CDD at Declarant's request to enable Declarant to establish the CDD, and each Owner shall execute all approvals and consents necessary to make all properties within the Isles At Weston Community subject to the CDD, and the laws, rules and regulations relating to the CDD. By acceptance of its deed of conveyance, each Owner appoints Declarant as attorney-in-fact for the Owner to execute any and all approvals, consents and other instruments necessary or appropriate to fully implement the CDD and make said Owner's property subject to the CDD and the laws, rules and regulations relating to the CDD. The foregoing appointment is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Owner agrees, at Declarant's request to execute and deliver any approvals, consents and other instruments necessary or appropriate to fully implement the CDD and make the Owner's Lot and/or Unit subjected to the CDD. Upon formation of the CDD, each Owner shall be solely responsible for all service charges, fees and taxes and assessments levied by the CDD with respect to the property owned by such Owner, and failure to pay same when due may result in the imposition of liens against the property of said Owner. Upon establishment of the CDD, all of the duties, responsibilities and obligations of the Association under this Declaration relating to the improvements and functions undertaken by the CDD shall terminate and such duties, responsibilities and obligations shall thereafter be undertaken and performed by the CDD.

IF CREATED, THE CDD WILL BE A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE

PROPERTIES WITHIN THE DISTRICT. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT, AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES, FEES, CHARGES AND ASSESSMENTS MAY APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND MAY BE PAYABLE DIRECTLY TO THE COUNTY TAX COLLECTOR. THE TAXES AND ASSESSMENTS OF THE DISTRICT MAY CONSTITUTE A LIEN UPON THOSE PORTIONS OF THE PROPERTIES THAT ARE WITHIN THE CDD. The CDD will have the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bonds will be funded by ad valorem taxes on all the taxable property within the CDD, or by the imposition of rates, user fees, special assessments, or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

3.4. Owners' Acknowledgment and Notice to Purchasers. Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot is limited and affected by the Use Restrictions and Board rules, which may change from time to time. All Lot purchasers are on notice that the Association may have adopted changes to the Use Restrictions and that such changes may or may not be set forth in a recorded document. Copies of the current Use Restrictions and Board rules may be obtained from the Association.

#### ARTICLE IV ARCHITECTURE AND LANDSCAPING

4.1. General. Except for work done by or on behalf of Declarant or any Declarant Affiliate, no structure or thing shall be placed, erected, or installed upon any Lot, and no improvements or other work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within the Community, except in compliance with this Article and the Architectural Guidelines, which shall comply with the design and development standards as set forth in the Isles of Weston "P.D.D. Design Guidelines" as approved by the City of Weston, Florida. The ARB shall create a separate manual on Design and Development Standards following the P.D.D. Design Guidelines.

Any Owner may remodel, paint, or redecorate the interior of any structure on his or her Lot without approval hereunder. However, modifications to the interior of screened porches, patios, and any other portions of a Lot or structure visible from outside a structure are subject to approval under this Article.

Improvements shall be constructed only by qualified Persons acceptable to the Reviewer (as defined in Section 4.2(c)). Owners shall be responsible for obtaining all permits and approvals from the County and other governmental agencies.

This Article does not apply to Declarant's, or its Affiliates', activities, nor to the Association's activities during the Class "B" Control Period.

#### 4.2. Architectural Review.

(a) By Declarant. Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Community. Declarant's rights under this Article shall continue until five years after termination of the Development and Sale Period, unless Declarant earlier terminates its rights in a recorded instrument. Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the Architectural Review Board. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Architectural Review Board. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARB, shall assume jurisdiction over architectural matters. When appointed, the ARB shall consist of at least three, but not more than five, persons. Members of the ARB need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The ARB members shall serve and may be removed and replaced in the Board's discretion.

Unless and until such time as Declarant delegates any of its reserved rights to the ARB or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Reviewer. For purposes of this Article, the "Reviewer" is the Person having jurisdiction under this Section in a particular case.

(d) Fees: Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include, without limitation, the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals the Reviewer employs or with whom it contracts. The Board may include the compensation of such Persons in the Association's annual operating budget.

#### 4.3. Guidelines and Procedures.

(a) Architectural Guidelines. Declarant may prepare and make available the initial Architectural Guidelines, which may contain general provisions applicable to all of the Community as well as specific provisions that may vary according to location within the Community or product type. The Architectural Guidelines, are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee an application's approval.

If the same exist, Declarant shall have sole and absolute and full authority to amend the Architectural Guidelines, from time to time, during the Development and Sale Period. Declarant's right to amend shall continue even if its reviewing authority is delegated to the ARB, unless Declarant also delegates the power to amend to the ARB. Upon termination or delegation to the ARB of Declarant's right to amend, the Board may amend the Architectural Guidelines, subject to Declarant's veto right under Section 4.2(a) (if still applicable).

If the same exist, amendments to the Architectural Guidelines shall be prospective only. They shall not require modifications to or removal of structures, improvements, and other things previously approved once the approved construction or modification has begun. However, any new work or improvements on such structures must comply with the Architectural Guidelines as amended. Subject to the Community-Wide Standard, there is no limit to the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Reviewer shall make the Architectural Guidelines available to Owners and builders who seek to engage in development or construction within the Community. In Declarant's discretion, the Architectural Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

(b) Procedures. Unless the Architectural Guidelines provide otherwise, no construction activities or other activities described in Section 4.1 may begin until a request is submitted to and approved in writing by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer and/or the Architectural Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction or other activity as the Reviewer deems relevant.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith and in accordance with the required procedures.

The Reviewer shall make a determination on each application within 45 days after receipt of a completed application and all other information the Reviewer requires. The Reviewer may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until 45 days after the final, required submission stage. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application, with or without conditions, and disapprove other portions; or (iii) disapprove the application. The Reviewer shall notify the applicant in writing of a final determination on any application. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

After the initial 45-day period has elapsed, if the Owner has not received notice of the Reviewer's determination, the Owner may make a second written request for approval of the plans previously submitted which shall be marked "Second Request." If the Reviewer fails to respond within five days from receipt of the Second Request, approval shall be deemed given. However, no approval (or improvement governed by such approval), whether expressly granted or deemed granted, shall be inconsistent with the Architectural Guidelines or other Governing Documents unless a written variance has been granted pursuant to Section 4.5.

Notwithstanding anything to the contrary in this Declaration or the By-Laws, Owners shall send any such "Second Request" via the U. S. Postal Service, certified mail, return receipt requested, or by commercial overnight carrier that obtains a signed receipt upon delivery. A Second Request shall be deemed made, and the 5-day time period shall commence running, on the date of the Reviewer's actual receipt of the Second Request, as evidenced by its signature on the return receipt provided by the U. S. Postal Service or in the records of the overnight carrier, as applicable.

As part of any approval, the Reviewer may require that construction, landscaping, and other approved activities in accordance with approved plans commence and be completed within a specified time period. If such actions do not commence within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities within the scope of this Article. Once commenced, such activities must be diligently pursued to completion. All elements of the approved activities and/or plans shall be completed within one year of commencement unless a shorter or longer period is otherwise specified in the notice of approval or the Architectural Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action by the Association or Declarant.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless written approval to modify any application has been obtained.

Declarant or the ARB, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

4.4. No Waiver of Future Approvals. Each Owner acknowledges that the people reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be feasible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the Reviewer's right to withhold approval of similar applications, plans, or other matters subsequently or additionally submitted for approval.

4.5. Variances. The Reviewer may authorize variances from compliance with the Architectural Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require or permit. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires Declarant's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent.

4.6. Release of Liability. This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community. The standards and procedures do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Each Owner releases Declarant, Declarant's Affiliates, Parcel 2 Owner, Developer, any predecessor Declarant, the Association, its officers, the Board, the ARB, the Association's managing agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of, or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work related to approved work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a builder in the Community; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction or activities on or modifications to any Lot. In all matters, the Association shall defend and indemnify and hold harmless the Board, the ARB, the members of each, and the Association officers as provided in the Articles.

4.7. Enforcement. Any construction, alteration, or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action pursuant to Section 7.4. Any act of any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed to be an act done by or on behalf of such Owner.

## ARTICLE V MAINTENANCE AND REPAIR

### 5.1. Maintenance of Lots.

(a) Each Owner must maintain his or her Lot, including, without limitation, all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, the P.D.D. Design Guidelines, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Association and/or CDD, or assigned to the Association and/or CDD under this Declaration or any Supplemental Declaration or additional covenants applicable to such Lot. In addition, each Owner shall maintain the sidewalk and landscaping located between the boundary of such Owner's Lot and edge of pavement of the adjacent private roadway, and the back-of-curb of any public or private roadway lying adjacent to or within 15 feet of the boundary of his or her Lot, unless the Association and/or CDD assumes all or part of such maintenance responsibility, and then only to the extent not assumed by the Association.

(b) The Owners shall perform, or cause to be performed, the following on Lots, except to the extent the CDD has assumed control and responsibility:

(i) maintenance (including, mowing, fertilizing, watering, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping; and

(ii) operation, maintenance, repair, and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, water lines, and time clocks, wherever located) serving the Lots.

(c) Declarant or a builder may have constructed or installed drainage swales, drainage lines, and/or other equipment on a Lot for the purpose of managing and/or containing the flow of excess surface water, if any, found upon such Lot from time to time. Except to the extent that such responsibility is assigned to or assumed by the Association and/or the CDD pursuant to this Declaration or any Supplemental Declaration, each Owner shall be responsible for the maintenance, operation, and repair of such drainage swale(s), drainage lines, and other equipment on his or her Lot. Maintenance, operation, and repair shall mean and include, without limitation, the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the SFWMD. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale, drainage lines and other equipment returned to its former condition as soon as possible by the Owner(s) of the Lot upon which the drainage swale, drainage lines, and other equipment is located.

(d) Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement. The maintenance, repair, replacement, and other obligations of the Association and Owner specified in this Declaration shall be performed as and when the Board determines it necessary to maintain the property to a level consistent with the Community-Wide Standard.

5.2. Insurance on Lots; Casualty Losses. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable Supplemental Declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Area due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured. Unless a Mortgagee is named as the loss payee under any such policy, the Association shall be named as the loss payee.

Each Owner shall provide a certificate evidencing such insurance to the Association within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance which the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot as a Benefitted Assessment.



Regardless of whether the insurance required hereunder is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Lot and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Lot and improvements thereon which are their respective responsibilities.

If the Owner is required to obtain insurance hereunder and such insurance is insufficient, the Association shall be relieved of any obligation to maintain, repair, and replace damaged or destroyed portions of the Owner's Lot, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Lot as a Benefitted Assessment pursuant to Section 8.4.

In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV.

## ARTICLE VI THE ASSOCIATION AND ITS MEMBERS

6.1. Function of Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Maintenance Areas, except and to the extent the Common Areas are administered and/or maintained by the CDD. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the By-Laws.

(a) Landscape Maintenance Agreement for 36<sup>th</sup> Street and Maintenance of Outside Properties. The Declarant and/or Association may, in its sole and absolute discretion enter into a "Landscape Maintenance Agreement" for the 36<sup>th</sup> Street median, permitting landscaping and maintenance of the median and other lands outside of the Community to maintain the aesthetic appearances complimentary to the Community. Should Declarant enter into any Landscape Maintenance Agreement, the Association shall accept assumption of the agreement at such time as Declarant chooses to assign the agreement, pursuant to Section 7.1.

(b) Provisions of Services to All Lots/Units/Property. The Association, acting through its Board may from time to time elect to provide and/or contract with third parties to provide various services of a municipal, utility or similar nature, which the Board deems necessary, appropriate or desirable to enhance the lifestyle within the Community subject to Association jurisdiction, and/or the amenities available to Owners of Lots and Units on the Community. Such services may include, but shall not be limited to, refuse removal, insect control, landscaping, cable television and/or other means of delivering video programming, data services interconnected to the Internet backbone and/or distributed by means of a community Intranet, electronic, fire and/or other monitoring services, telephone, water, sewer, natural gas, electricity and similar services. The cost of any such services contracted for or provided by the Association and made available to all Units within the Community, shall be included in the Common

Expenses to be assessed and collected as part of the assessments levied against each Lot or Unit pursuant to Section 8.2 of this Declaration.

6.2. Membership. The Association initially shall have two classes of membership, Class "A" and Class "B." Class "A" Members are all Owners except the Class "B" Member. The sole Class "B" Member shall be Declarant. The Class "B" membership shall terminate upon the earlier of (i) ninety (90) days after the conveyance of 90% of Lots permitted under the Development Plan, (ii) 7 years from the date of recording this Declaration, or (iii) when, in its discretion, Declarant declares in a recorded instrument.

Notwithstanding the above, there shall be only one Class "A" membership per Lot. If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described in Section 6.3(a) and in the By-Laws. Co-Owners are jointly and severally obligated to perform the responsibilities of an Owner. The membership rights of an Owner that is not an individual (e.g., a corporation) may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association's Secretary.

6.3. Voting.

(a) Class "A". Class "A" Members have one equal vote for each Lot they own, except that there is only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Section 8.9.

In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B". The Class B Member shall be allocated three (3) votes for each Lot or Unit owned by it within the Association Property; provided, that at such time as the Class B membership shall cease and become converted to Class A membership. The Class "B" Member may appoint a majority of the Board members during the Class "B" Control Period, as specified in the By-Laws, and may exercise the additional rights specified throughout the Governing Documents.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to one Class "A" vote for each Lot it owns.

## ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES

7.1. Acceptance and Control of Association Property.

(a) The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property, subject to the provisions of Section 16.9. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others. The Association may convey or dedicate lands or easements to the CDD or to

Broward County, Florida. The Association may also convey lands or easements, owned by the Association, to the Declarant in connection with the platting of any portion of the Community.

(b) Declarant agrees that it shall convey by quitclaim deed to the Association, and the Association agrees that it shall accept, fee simple title to those portions of the Common Area it owns in an "As-Is" condition subject only to: this Declaration, Supplemental Declarations, and all other Association documents; real estate taxes for the year of such conveyance and subsequent years; all applicable zoning ordinances and other land use regulations; such facts as an accurate survey would show; all covenants, agreements, easements, restrictions, and reservations now or hereafter placed of record; and the right of Declarant to subsequently determine that such Common Area or portions thereof shall conveyed and/or be administered, operated and maintained by the CDD.

(c) Declarant or its designees may, from time to time, transfer to the Association, and the Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in Exhibit "A" or "B." Subject to the provisions of Section 15.9, upon Declarant's request, the Association shall transfer back to Declarant or its designees, without any payment by Declarant or such designee, any real property which has not been improved by a structure intended for residential occupancy, whether or not such property has been improved by landscaping, decorative walls, signs, irrigation, utilities, or other improvements, if originally conveyed to the Association for no or nominal payment.

(d) The Association is responsible for management, operation, and control of the Common Area, subject to any covenants, easements, or restrictions set forth in the deed or other instrument transferring the property to the Association. The Board may, from time to time, adopt such reasonable rules regulating use of the Common Area as it deems appropriate, provided such rules shall be subject to Declarant's written approval during the Development and Sale Period. The Association may enter into a property management agreement with any Person, including Declarant or any Declarant Affiliate. The Association is authorized to enter into any contracts or easement arrangements with the CDD, or any other association, provided that such contracts or easements are necessary or beneficial for the operation of the Association or the maintenance of the Properties; provided that the costs or expenses of operating, performing, or maintaining such contracts or easements shall be allocated between this Association and such other association in accordance with the cost incurred or benefit received by each association. Any such contracts or easements shall be approved by the vote or written consent of a majority of the Board of the Association.

(e) Declarant may elect to construct or install certain improvements or facilities upon portions of the Common Area, but is not obligated to do so and may elect to leave portions of the Common Area in their natural unimproved state. Declarant shall have the absolute right and power to determine what improvements or facilities, if any, will be located on the Common Area during the Development and Sale Period.

(f) Declarant hereby reserves the right, at all times after conveyance of the Common Area to the Association, to enter the Common Area, without prior notice, and to inspect the condition thereof and the improvements and facilities thereon, if any. If Declarant determines, in its sole judgment, that the Association has failed to maintain any portion of the Common Area in a manner consistent with the Community-Wide Standard, it may so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Area in a manner consistent with the Community-Wide Standard shall relieve Declarant and

any predecessor Declarant of any liability to the Association or to any Member for any condition of the Common Area. Declarant shall have the right to make a record of its inspections by any means available, including, but not limited to, photographing and/or videotaping the Common Area, and shall have the right to perform tests or examinations to determine the condition of the Common Area. Notwithstanding the foregoing, Declarant shall have no obligation to perform inspections of the Common Area owned by the Association, and the Association shall not be relieved of its obligation to maintain the Common Area because of the election of Declarant or any predecessor Declarant to inspect or not to inspect or report to the Association the condition of the Common Area.

7.2. Maintenance of Common Maintenance Areas. Except and to the extent the Common Areas are administered and or maintained by the CDD, the Association shall be responsible for the management, maintenance and control of the Common Areas along with the following functions. The Association shall maintain the Common Maintenance Areas in accordance with the Community-Wide Standard. The Common Maintenance Areas shall include, but are not limited to (a) the Common Area, including landscaping, structures, and other improvements, as well as any private streets and entry gates serving the Community; (b) landscaping within public rights-of-way within or abutting the Community; (c) such portions of Lots as are specifically identified as the Association's responsibility under Section 5.1 or any Supplemental Declaration; (d) such portions of any additional property as may be dictated by Declarant, this Declaration, any Supplemental Declaration, any Plat, or any contract, covenant, or agreement for maintenance entered into by, or for the benefit of, the Association; and (e) all ponds, streams, ditches, culverts, and/or wetlands located within the Community which serve as part of the Surface Water and Storm Water Management System, other than those portions located on a Lot and to be maintained by the Owner of such Lot in accordance with Section 5.1 including, without limitation, associated improvements and equipment, but not including any such areas, improvements, or equipment maintained by the County, a community development district, or any other governmental or quasi-governmental body. If and when the CDD is created, it shall have the right to administer, without limitation, the surface water management system, roadways, landscaping, street-lighting and park areas.

The Association and/or the CDD shall maintain the littoral shelf, if any, of all culverts, ditches, or waterways serving as part of the Surface Water and Storm Water Management system, which maintenance may include, without limitation, appropriate landscaping and plantings.

The Association may maintain other property that it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the owner of such other property consents. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Maintenance Areas in continuous operation, except for any periods necessary, as the Board may determine in its discretion, to perform required maintenance, repairs, or replacement, unless Members representing at least 75% of the Class "A" votes agree in writing to discontinue such operation (which may include closing and/or demolishing such facilities or equipment). Notwithstanding the above, the Common Maintenance Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Declarant's prior written approval during the Development and Sale Period.

Unless otherwise provided in this Declaration or any applicable Supplemental Declaration, the costs associated with maintenance, repair, and replacement of the Common Maintenance Areas shall be a Common Expense, except that such costs associated with Limited Common Areas shall be a Limited Common Expense. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Maintenance Areas pursuant to this Declaration, a Supplemental Declaration, or other recorded covenants or agreements.

Unless Declarant expressly agrees in writing with the Association to pay the costs of maintaining any portion of the Common Maintenance Areas, Declarant shall have no such obligation, regardless of any inferences which may be drawn from promotional or other materials.

### 7.3. Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect any or all of the following types of insurance, as deemed necessary or advisable in the Board's business judgment and as may be reasonably available: (i) blanket property insurance covering all insurable improvements within the Common Maintenance Areas to the extent that the Association has responsibility for repair or reconstruction in the event of a casualty or assumes such responsibility pursuant to Section 5.2, regardless of ownership; (ii) commercial general liability insurance on the Common Maintenance Areas of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) insuring against liability for bodily injury, death, and property damage arising from the activities of the Association or with regards to Common Maintenance Areas, including, without limitation, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and the Association and vice versa; (iii) directors and officers liability coverage; (iv) commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount at least equal to three months of Regular Assessments, plus all reserve funds; (v) to the extent any insurable improvements to Common Maintenance Areas are within an "A" flood zone, flood insurance in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Maintenance Areas or the maximum amount of coverage available under the National Flood Insurance Program; and (vi) such additional insurance as the Board, in its business judgment, determines advisable. Notwithstanding the foregoing, Declarant may obtain insurance for multiple communities which it is developing and/or other projects under a blanket policy instead of obtaining a separate policy for the Association, and charge a reasonable portion of the cost thereof to the Association.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Neighborhood Service Area, obtain and maintain property insurance on the insurable improvements within such Neighborhood Service Area. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Lot insured.

Unless designated as a Limited Common Area or otherwise provided in a Supplemental Declaration, premiums for Common Maintenance Area insurance shall be a Common Expense.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association may contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or Limited Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or tenants, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Benefitted Assessment.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property for which the Association maintains insurance coverage, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(d) Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant, any predecessor Declarant, and the directors, trustees, officers, shareholders, attorneys, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Damaged improvements on the Common Area shall be repaired or reconstructed unless Members representing at least 75% of the total Class "A" votes in the Association, if general Common Area, or 75% of the Class "A" votes of Lots to which the Limited Common Area is assigned, if Limited Common Area, and the Declarant during the Development and Sale Period, decide, within 90 days after the loss, not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 90-day period, then the period may be extended until 90 days after such funds or information are available. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall deposit any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, in a capital improvements account for the benefit of the Members. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

7.4. Enforcement.

(a) The Association, acting through the Board, may impose sanctions for violation of the Governing Documents, subject to the notice and hearing procedures set forth in the By-Laws, as applicable. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, up to the maximum, if any, permitted by applicable laws, which shall constitute a lien upon the violator's Lot (in the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board); and

(ii) suspending the vote attributable to the violating Owner's Lot; and

(iii) suspending the violator's and any guest or invitee of the violator's right to use any recreational facilities within the Common Maintenance Area; and

(iv) suspending any services which the Association provides to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association for longer than 30 days (or such longer period as is required by HUD or VA if either such agency is insuring or guaranteeing the Mortgage on any Lot or has granted project approvals for such Mortgages); and

(v) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and/or the Architectural Guidelines from continuing or performing any further activities in the Community; and

(vi) levying Benefitted Assessments pursuant to Section 8.4 to cover costs which the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Costs, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

(b) In addition, but without limitation of the Association's other rights and remedies, the Association, acting through the Board or its designee, may take the following action to enforce the Governing Documents without, to the extent permitted by applicable law, necessity of compliance with the notice and hearing procedures set forth in the By-Laws:

(i) requiring an Owner, at its own expense, to perform maintenance on such Owner's Lot, to complete any construction or modification approved pursuant to Article IV, or to remove any structure, item or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition; or

(ii) entering the property pursuant to the easement granted in Section 11.5 and exercising self-help to remove or cure a violating condition, or to complete any construction or modification approved pursuant to Article IV which was begun and not completed within the required time period, upon failure of an Owner to take action as required pursuant to subsection (i) above within 10 days after the Board's mailing of written notice to do so, and any such entry shall not be deemed a

trespass (in the event of the occurrence of the same or similar violating condition within 12 months, the Owner shall not be entitled to any notice or opportunity to cure); or

(iii) exercising self-help in any situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and/or

(iv) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both, subject to the procedures set forth in Article XIV, if applicable.

(c) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all Legal Costs incurred in any such action.

(d) The Association's decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action; or

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) it is not in the Association's best interests, considering, among other things, hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under the same or other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

(e) The Association, by contract or other agreement, may enforce applicable county ordinances and permit the County to enforce ordinances within the Community for the benefit of the Association and its Members.

(f) The SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water or Storm Water Management System.

(g) Declarant shall be entitled to exercise all of the rights and powers granted to the Association under Sections 7.4(a)(v), 7.4(b), and 7.4(c), and shall be entitled to recover all costs that it incurs in so doing from the responsible Owner to the same extent as the Association would be entitled to recover them after notice and a hearing under Sections 7.4(a)(vi) and Section 7.4(c).



7.5. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly or by reasonable implication from the Governing Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all of the Association's rights and powers may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Maintenance Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Association or the Members. In exercising the Association's rights and powers, making decisions on the Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Association's affairs, Board members and the Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

7.6. Provision of Services to Lots. The Association may provide, or provide for, services and facilities for all or any of the Members and their Lots, and may enter into contracts or agreements with other entities, including, without limitation, Declarant or its Affiliates, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities, or may include the costs in the Association's budget as a Common Expense and assess it as part of the Regular Assessment, if provided to, or determined by the Board to be a benefit to all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, telephone, internet access, monitoring, caretaker, transportation, fire protection, utilities, trash collection and recycling, and other services and facilities.

Each Owner shall also maintain, mow, irrigate, replace, sod, and prune all landscaping lying within the right-of-way of adjacent streets and alleys between the Unit boundary and the curb of such street or alley, and between the Unit boundary and any adjacent easements for pedestrian paths or sidewalks, in a manner consistent with the Community-Wide-Standard unless responsibility for maintaining such landscaped areas has been assigned to or assumed by the Association or CDD.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services or facilities shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services or facilities provided to Owners or Lots as a Common Expense or a Limited Common Expense, shall not exempt any Owner from the obligation to pay assessments for such services or facilities.

7.7. Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with the County, may seek the formation of special purpose municipal service taxing units ("MSTUs"). The MSTUs will have responsibilities defined in their enabling resolutions which may include, but are not limited to, maintaining roadways, roadway informational signs, traffic control signs, benches, trash receptacles, and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefitting the Community. In the event such MSTUs are formed, the Community will be subject to assessment for the cost of services performed within the MSTU and personnel working for

or under contract with the County shall have the right to enter upon lands within the Community to affect the services contemplated. Each Owner, by acquiring lands within the Community, agrees to pay each and every MSTU assessment imposed upon the Owner or the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Association retains the right to contract with the County to provide the services funded by the MSTUs. Services performed by an MSTU that would otherwise be performed by the Association and for which the MSTU imposes assessments on the Owners shall be removed from the Association's budget and the Board shall reduce the Regular Assessment accordingly.

7.8. Relationships with Other Properties. The Association may enter into contractual agreements or covenants to share costs with any neighboring properties to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of maintenance of Common Maintenance Areas.

7.9. Relationship with Governmental and Tax-Exempt Organizations. The Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to, state or local governments, public or private utility providers, and non-profit, tax-exempt organizations for the benefit of the Community, the Association, and the Members. The Association may contribute money, real property (including, without limitation, Common Area), personal property, or services to any such entity. Any such contribution may be a Common Expense and included as a line item in the Association's annual budget.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

7.10. Right To Designate Sites for Governmental and Public Interests. During the Development and Sale Period, Declarant may, but is not obligated to, designate sites within the Community for government, education, or religious activities and interests, including, without limitation, fire, police, and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. Subject to the approval requirements set forth in Section 15.9, the sites may include Common Area, in which case the Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if so directed by Declarant.

7.11. Provision of Services to Neighborhood Service Areas.

(a) Declarant, on Exhibit "A" to this Declaration and/or by Supplemental Declaration submitting additional property to this Declaration, may assign the submitted property to one or more Neighborhood Service Areas (by name or other identifying designation) as Declarant deems appropriate, in Declarant's discretion, which Neighborhood Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to the Lots within such Neighborhood Service Area in addition to those which the Association generally provides to all Lots. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration or any Supplemental Declaration to designate or redesignate Neighborhood Service Area boundaries. All costs associated with the provision of services or benefits to a Neighborhood Service Area shall be assessed against the Lots within the Neighborhood Service Area as a Neighborhood Service Area Assessment.

(b) In addition to Neighborhood Service Areas which Declarant may designate, the Owner(s) of any two or more Lots may petition the Board to designate such Lots as a Neighborhood Service Area for the purpose of receiving from the Association (a) special benefits or services which are not provided to all Lots, or (b) a higher level of service than the Association otherwise provides. Upon receipt of such petition signed by the Owner(s) of a majority of the Lots within the proposed Neighborhood Service Area, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Neighborhood Service Area of such terms and the charge to be made therefor, which may include a reasonable administrative charge in such amount as the Board deems appropriate in its discretion (provided, any such administrative charge shall apply at a uniform rate per Lot among all Neighborhood Service Areas receiving the same service). Upon written approval of the proposal by Owners of at least 67% of the Lots within the proposed Neighborhood Service Area, and Declarant during the Development and Sale Period, the Association shall provide the requested benefits or services on the terms set forth in the proposal. The cost and administrative charges associated with such benefits or services shall be assessed against the Lots within such Neighborhood Service Area as a Neighborhood Service Area Assessment, subject to the right of the Owners of Lots within the Neighborhood Service Area to veto the budget for their Neighborhood Service Area as provided in Section 8.1.

(c) The Board may, by resolution, designate a group of Lots as a Neighborhood Service Area and levy Neighborhood Service Area Assessments against such Lots to fund the costs of operating, maintaining, repairing, replacing and/or insuring certain portions of the Common Maintenance Area within or adjacent to such Neighborhood Service Area. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way, and greenspace between the Neighborhood Service Area and adjacent public roads, private streets within the Neighborhood Service Area, and lakes or ponds within the Neighborhood Service Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; however, all similarly situated Lots shall be treated the same. Any such designation shall require the consent of Declarant during the Development and Sale Period.

7.12. Responsibilities Under Governmental Permits. Declarant shall have the right to assign or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Community, including, without limitation, its continuing obligations with respect to the Surface Water and Storm Water Management System under Permit No.: 06-03067-P as modified December 1, 2000, issued by SFWMD. The Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment or transfer and assumption shall be effective without the consent of, or any further action by the Association, but upon Declarant's request, the Association shall promptly execute any documents which Declarant requests to evidence the assignment or transfer and assumption of such obligations and/or responsibilities. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with, such permits and approvals. The Association, and/or the CDD shall maintain, as part of the common elements, drainage structures for the properties, and comply with conditions of the permits from the SFWMD for the drainage system, including, without limitation, perpetual maintenance of all signage required by the permit. The Association, shall, when requested by Declarant, accept transfer of the SFWMD permits applicable to the Property. The conditions of the SFWMD permits include monitoring and record keeping schedules, and maintenance.

7.13. Waterways; Water Level and Use. With respect to any waterways now existing or which may hereafter be contained within or adjoining the Community, only Declarant (and after termination of

the Class "B" Control Period, the Association) shall have the right to pump or otherwise remove any water from such waterways for the purposes of irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the waterways, except as may be erected or approved in writing by Declarant (and following the termination of the Class "B" Control Period, the Association, the CDD, or the ARB). No boats or other water vehicle or craft shall be permitted on such waterways. Subject to the provisions of this Declaration and applicable law, the Association or the CDD shall have the right, and to the extent required by the terms of Section 7.14 or any applicable governmental permit or ordinance, the obligation to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in and on such waterways.

7.14. Surface Water and Storm Water Management System. The Declarant has caused or will cause to be constructed within the geographic area shown by the Plat drainage canals, lakes and drainage retention/detention ponds. These drainage structures are part of the overall drainage plan for the Property. The Association shall have unobstructed ingress to and egress from all retention/detention ponds and lakes within the Property at all reasonable times to maintain said ponds and lakes in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. Should the Association fail to sufficiently maintain any portion of the Surface Water and Storm Water Management System within its boundaries (or any portion of a surface water management system which connects with the Surface Water and Storm Water Management System), the Association shall have the authority to maintain such portion and the cost of such maintenance shall be assessed against and become a debt of the Owner to the Association as a special assessment and shall become immediately due and payable as provided for other assessments of the Association. Consequently, no Owner shall utilize, in any way, any of the drainage facilities or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Declarant and the Association. Further, where an Owner of a Lot is contiguous to any of the drainage facilities, the Owner shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

(a) Maintenance, Operation, and Monitoring. The Association shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System, except to the extent maintained by the CDD. Maintenance of the Surface Water and Storm Water Management System(s) shall mean the exercise or practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the SFWMD. Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted or, if modified, as approved by the SFWMD. Notwithstanding anything contained herein to the contrary, the Association shall maintain embankments so that grass, planting, or other lateral support shall prevent erosion of the embankment. The height, grade, and contour of such embankments shall not be changed without the prior written consent of Declarant or the Architectural Review Board. The Association shall maintain, as part of the Common Maintenance Areas, the Surface Water and Storm Water Management System and shall comply with conditions of the permits from the South Florida Water Management District ("SFWMD"), the United States Army Corps of Engineers ("ACOE"), the DPEP, The City of Weston as ex officio governing board of the Indian Trace Development District ("Weston"), the County, or the State of Florida for the Surface Water and Storm Water Management System and wetlands within the Community. The Association, shall, when requested by Declarant, apply for the issuance of, or accept assignment of, all SFWMD, ACOE, DPEP, Weston, the County and State of Florida permits for the Community (as the Community may be expanded by the annexation of additional phases as herein contemplated) and shall be

designated as the "permittee" thereof. The conditions of the permits include monitoring and record keeping schedules, and maintenance. The following additional conditions shall apply:

(i) The Association shall hold and save the SFWMD, ACOE, DPEP, Weston, the County and the State of Florida harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance, or use of any improvement or facility authorized by the permits.

(ii) The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permits, as required by the SFWMD, ACOE, DPEP, Weston, the County, and/or the State of Florida. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permits and when required by the Southwest Florida Water Management District, Corps of Engineers, County, and State of Florida rules.

(iii) The Association specifically agrees to allow authorized SFWMD, ACOE, DPEP, Weston, the County, and State of Florida personnel, upon representation of credentials or other documents as may be required by law, access to the Common Maintenance Areas where the permitted activity is located or conducted at all reasonable times for the purposes of inspection and testing to determine compliance with the permits and SFWMD, ACOE, DPEP, Weston, the County and the State of Florida regulations, such as:

(1) having access to and copying any records that must be kept under the conditions of the permits; and

(2) inspecting the facilities, equipment, practices, or operations regulated or required under the permits; and

(3) sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permits or SFWMD, ACOE, DPEP, Weston, the County and State of Florida rules; and

(4) gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

(iv) Establishment and survival of littoral areas, if any provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

(v) The Association shall submit inspection reports in the form required by the SFWMD, ACOE, DPEP, Weston, the County, and State of Florida, in accordance with the following schedule unless specified otherwise here or in permit applications:

(1) for systems utilizing effluent filtration or exfiltration, the inspection shall be performed 18 months after operation is authorized and every 18 months thereafter; and

(2) for systems utilizing retention and wet detention, the inspections shall be performed two years after operation is authorized and every two years thereafter.

(vi) It shall be the responsibility of each Owner at the time of construction of a building, residence, or other structure on such Owner's Lot, to comply with the construction plans for the Surface Water and Storm Water Management System pursuant to Chapter 40E, F.A.C., approved and on file with the SFWMD.

(vii) It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Community includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the SFWMD, DPEP and ACOE. Owners should address any question regarding authorized activities within any wet detention pond to the SFWMD, DPEP and ACOE.

(viii) No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats, unless prior approval is received from both the SFWMD Regulation Department pursuant to Chapter 40E, F.A.C., and from the County. If such activities are subject to ACOE, DPEP or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(ix) Neither the Association nor any Owner shall engage in any construction related activities within any part of the Surface Water and Storm Water Management System or wetlands unless such activities have been approved in writing by the SFWMD, or are specifically authorized by the conditions of the applicable permits. Without limitation, the following activities are deemed construction related and are prohibited unless authorized in accordance with this subsection: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water and Storm Water Management System or wetland facilities. If such activities are subject to the SFWMD, ACOE, DPEP, Weston, the County, or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(x) Parcels "A" and "B", as shown on the Plat, are a 64.044 acre "Mitigation Area" and is to be preserved in its natural state in perpetuity in accordance with SFWMD Permit No.06-03067-P These natural preserve areas shall not be disturbed by any dredging, filling, land clearing, agricultural activities, planting, or other construction work whatsoever. In addition, no motorized vehicles shall be permitted within such Mitigation Area.

(xi) The Association, through its Board, shall be responsible for enforcing the provisions of this Declaration; however, in addition to enforcement by the Association, Declarant hereby reserves unto itself, and grants to the County, the DPEP, and the SFWMD, the non-exclusive right, but not the obligation, to enforce the provisions of this Declaration concerning compliance with the Surface Water and Storm Water Management System and wetland permits, all applicable federal, state, and local laws, ordinances, and regulations, and all applicable rules and regulations of the Association against any person or entity in violation including the Owners, the Association, Builders, Affiliates of Declarant, and Declarant by the exercise of any remedies available at law or in equity, or otherwise provided in this Declaration for the protection and benefit of the Association, its Members, and the Community.

Notwithstanding anything in this Declaration to the contrary, in the event that the County or the SFWMD elects to take enforcement action against any Owner, Declarant, Declarant Affiliate, the Association, or any other Person for violation of the terms of any permit, law, ordinance, rule, or regulation, such enforcement shall not be subject to the dispute resolution provision of Article XIV of this Declaration.

(b) Effect of Dissolution. In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40E, Florida Administrative Code, and be approved by SFWMD prior to such termination, dissolution or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water and Storm Water Management System in accordance with the requirements of the permits.

(c) Shared Facilities. It is expected that certain portions of the Surface Water and Storm Water Management System will serve the drainage needs of adjacent lands not owned by Declarant and not within the Community. Declarant reserves the right to grant such drainage and/or use such easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Community and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

(d) Surface Water Management Plan. It shall be the responsibility of each Lot Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40E, F.A.C., approved and on file with the SFWMD.

(e) Notice to Owners; Non-Disturbance; and Maintenance. Certain Lots or Units may include, or be adjacent to wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements, including, but not limited to Parcels "A" and "B," and Parcels "L-1," "L-2," "L-3," "L-4," "L-5," "L-6," and "L-7," Parcel "B-1," and Parcels "C-1," "C-2," "C-3," "C-4," and "C-5." It is the Lot Owner's responsibility not to remove native vegetation that becomes established within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot Owners should address any question regarding authorized activities within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to SFWMD, Environmental Resource Regulation Department. The SFWMD may authorize removal of certain exotic or nuisance vegetation upon application by Lot Owners or the Association. Each Lot Owner, by acceptance of the deed conveying title to the Owner, is deemed thereby to have accepted the partial assignment of the surface water permit(s) affecting the Lot and to have agreed to abide by all conditions of the permit(s) including, but not limited to, agreement of the Lot Owner not to violate the conditions of the permit(s) regarding dumping of household trash, fill or landscape trimmings or planting or removal of plant life. Lot Owners are hereby notified that activities such as planting grass, sodding, planting any shrub, tree or flower, trimming or removing dead or damaged vegetation, filling low areas, distributing dirt more evenly, digging drainage ways, erecting fences, paving, constructing playhouses or treehouses, or in any other way disturbing the wetlands or preserve areas is subject to strict regulation, and no such activities should occur unless a valid permit has been first obtained.

(f) Prior Approval. No Owner of a Lot within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements described in the approved permit and recorded Plats of the subdivision, unless prior approval is received from the SFWMD pursuant to Chapter 40E, F.A.C.

(g) Special Amendments Relating to Surface Water and Storm Water Management System. Any amendment to this Declaration which alters the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior written approval of the SFWMD. This section may not be amended without the consent of such District.

## ARTICLE VIII ASSOCIATION FINANCES

8.1. General. If the CDD is established, it is anticipated the CDD will administer and maintain portions, or all, of the Common Areas with the authority to charge, tax, levy and assess each Lot or Unit for such services and to bill each Owner directly for such services; whereupon, the charges, expenses, and costs to maintain and administer the Common Areas shall be administered, levied, charged and billed, not by the Association, but by and through the CDD to the individual Owners. Notwithstanding, the creation of the CDD or anything to the contrary contained herein, each Owner of any Lot or Unit shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association Initial One-Time Assessment described in Section 8.10.

### 8.2. Budgeting and Allocating Common Expenses.

(a) Calculation of Regular Assessments. Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to reserves pursuant to Section 8.3 for repair and replacement of items that the Association maintains as a Common Expense. The budget shall include, as a separate line item in the operating expense portion of the budget, the estimated cost of routine maintenance of the Surface Water and Storm Water Management System and, as a separate line item in the reserve portion of the budget, a contribution to a reserve fund for periodic major maintenance, repair and replacements to the Common Maintenance Areas as provided in Section 8.3, including contributions to reserves for the private roads and Surface Water and Storm Water Management System, except to the extent maintained by the CDD. The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Common Expenses, including any surplus or deficit to be applied from prior years, assessment income, any fees charged for use of recreational amenities, and any other non-assessment income.

(b) Increases in Annual Assessment - Without Consent of the Members. From and after the date Assessments are assessed, the Annual Assessment shall be increased each year by the Board without a vote of the Membership of the Association by an amount not more than either (a) ten percent (10%) above the sum of (1) the maximum allowable assessment for the previous year (regardless of whether the Board elected to increase the actual Annual Assessments to such amount), plus (2) increases mandated by governmental agencies and/or increased fixed costs incurred for insurance, taxes, recycling, waste disposal, or to obtain services from utility companies, or (b) the percentage increase, if any, in the current U.S. Government's Consumer Price Index (Urban Price Index All Urban Consumers), herein



referred to as the "CPI," over the CPI published for the preceding period, or other statistical index providing similar information if the CPI ceases to be published, whichever amount, (a) or (b), is greater.

(c) Increases in Maximum Annual Assessment - Requiring Consent of the Members. The Annual Assessment may not be increased above the amount described in Section 8.2 (b) above without the approval of a simple majority of each class of Members who are voting either in person or by proxy, at a meeting of the Association duly called for this purpose, or whose approval is evidenced by the written consent of the majority of such Members.

(d) Establishing the Annual Assessment. The Board of Directors of the Association shall set the Annual Assessment for each fiscal year at an amount not in excess of the maximum allowable Annual Assessment then in effect as established pursuant to Sections 8.2 (b) and (c) above. If the Board sets the Annual Assessment at an amount which is less than the allowable maximum Annual Assessment, the Board shall have the right to increase the Annual Assessment to any amount not greater than the allowable maximum then in effect without the consent of the Members upon thirty (30) days written notice. The election of the Board to set the Annual Assessment at an amount less than the maximum shall not affect the calculation of the maximum Annual Assessment for ensuing years pursuant to this Section 8.2.

The Association is authorized to levy Regular Assessments to fund the Common Expenses against all Lots subject to assessment under Section 8.6, in the proportions described in Section 8.6. In determining the Regular Assessment rate, the Board may consider any assessment income expected to be generated from any property anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Regular Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.7(b)) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's sole and absolute discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send a summary of the proposed budget and notice of the Regular Assessment to be levied pursuant to such budget to each Owner at least 30 days prior to the effective date of the budget. There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except upon petition of the Members as provided for special meetings in Section 2.5 of the By-Laws. Any such petition must be presented to the Board within 14 days after mailing of the budget and notice of the Regular Assessment.

If any proposed budget is disapproved, or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Regular Assessment from time to time during the year, subject to the notice requirements set forth above and in Florida law.

(e) Calculation of Neighborhood Service Area Assessments. Before the beginning of each fiscal year, the Board shall prepare a separate budget for each Neighborhood Service Area of the

estimated Limited Common Expenses which it expects to incur on behalf of such Neighborhood Service Area for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3 for periodic major maintenance, repair and replacement of items that the Association maintains on behalf of the Neighborhood Service Area as a Limited Common Expense. Each budget shall include, as a separate line item in the operating expense portion of the budget, the estimated cost of routine maintenance and repair of any private roads which the Association maintains on behalf of such Neighborhood Service Area as a Limited Common Expense, and as a separate line item in the reserve portion of the budget, a contribution to a reserve fund for periodic major maintenance, repair and repaving of such roads, except to the extent maintained by the CDD. The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Limited Common Expenses, including any surplus or deficit to be applied from prior years, assessment income, any fees charged for use of recreational amenities maintained on behalf of the Neighborhood Service Area, and any other non-assessment income.

The Association is authorized to levy Neighborhood Service Area Assessments to fund the Limited Common Expenses for each Neighborhood Service Area against all Lots in the Neighborhood Service Area that are subject to assessment under Section 8.6, in the proportions described in Section 8.6, except that, unless otherwise specified in the applicable Supplemental Declaration, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures, may be levied on each of the benefitted Lots in proportion to the benefit received, as the Board may reasonably determine. In determining the Neighborhood Service Area Assessment rate for any Neighborhood Service Area, the Board may consider any assessment income expected to be generated from any property in the Neighborhood Service Area reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Neighborhood Service Area Assessment applicable to any Neighborhood Service Area by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.7(b)) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

All amounts that the Association collects as Neighborhood Service Area Assessments shall be expended solely for the benefit of the Neighborhood Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(f) Parcel 2 Owner Exemption. The Parcel 2 Owner shall be exempt from any form of Assessments, and shall not be subject to any Assessments, and shall not be assessed any Assessments until the earlier of: (a) the Declarant's acquisition of Parcel 2; or (b) construction of Units on Parcel 2. Until assessments begin on Parcel 2, by the earlier of (a) or (b) above, Parcel 2 shall not be provided any form of services by the Associations as contained in this Declaration.

8.3. Budgeting for Reserves. The Board shall prepare and periodically review separate reserve budgets for the Common Maintenance Area and for each Neighborhood Service Area for which the Association maintains capital items as a Limited Common Expense which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of capital items under each budget. The Board shall include in the Common Expense

budget adopted pursuant to Section 8.2(a), or the Neighborhood Service Area budgets adopted pursuant to Section 8.2(b), as appropriate, a capital contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period.

Reserve funds shall be held in a separate account or accounts from the operating and other funds of the Association. Reserve funds collected for each Neighborhood Service Area shall be segregated from reserves collected for Common Maintenance Areas or other Neighborhood Service Areas.

The reserve funds held in each account may be expended only for major maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. Neither the Association membership nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent during the Development and Sale Period.

8.4. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood Service Area, if such Special Assessment is for Limited Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of all Members (if a Common Expense) or Owners (if a Neighborhood Service Area Expense) representing more than 50% of the total votes allocated to Lots which will be subject to such Special Assessment, and the affirmative vote or written consent of Declarant, during the Development and Sale Period. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5. Benefitted Assessments. The Association may levy Benefitted Assessments against one or more particular Lots as follows:

(a) to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Association may offer (which might include the items identified in Section 7.6 or Section 8.11) or pursuant to a Supplemental Declaration. Benefitted Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs, subject to the limitations of Section 7.4, as applicable.

8.6. Assessment Rate; Commencement of Assessments; Time of Payment. The obligation to pay assessments commences as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. Regular and Special Assessments for Common Expenses shall be allocated equally among all Lots subject to assessment, except that until such time as a certificate of occupancy or similar approval is issued for a Lot, the Lot

shall be assessed at 25% of the rate of assessment that such Lot would otherwise bear. Except as otherwise provided in Section 8.2(b) or in any applicable Supplemental Declaration, Neighborhood Service Area Assessments shall be allocated equally among all Lots subject to assessment in the benefitted Neighborhood Service Area, except that until such time as a certificate of occupancy or similar approval is issued for a Lot, the Lot shall be assessed at 25% of the rate of assessment that such Lot would otherwise bear. The first annual Regular Assessment and Neighborhood Service Area Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Owners shall pay assessments in the manner and on the dates the Board establishes. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners who have failed to pay, on a timely basis, two or more payments, in any 12 month period, of any nature, due under the Governing Documents, or with a history of delinquent payment. If the Board so elects, assessments may be paid in quarterly or monthly installments. Unless the Board otherwise provides, the Regular Assessment and Neighborhood Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require that the outstanding balance on all assessments be paid in full immediately.

#### 8.7. Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any Lot, covenants and agrees to pay all assessments levied in accordance with the Governing Documents for each Lot owned. All assessments, together with interest (computed from the assessment's due date at a rate of 18% per annum or the maximum rate permitted by law, whichever is less), late charges as determined by Board resolution, and Legal Costs, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Regular Assessments and Neighborhood Service Area Assessments, if any, on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner is exempted from liability for assessments by non-use of Common Maintenance Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant by each Owner. No reduction or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some required function, or for inconvenience or discomfort arising from making repairs or improvements, or for any other reason.

Following a written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option to Fund Budget Deficits. Notwithstanding anything to the contrary contained in this Declaration, to the extent permitted by Florida law, during the Class "B" Control Period, Declarant may satisfy the obligation for assessments on Lots which it owns either by paying assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit is the difference between (i) the amount of assessments levied on Class "A" Member-owned Lots, plus any other income received during the fiscal year, and (ii) the amount of the Association's actual expenditures during the fiscal year, excluding contributions to reserves. Unless Declarant otherwise notifies the Board in writing at least 30 days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year.

Regardless of Declarant's election, Declarant's assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After termination of the Class "B" Control Period, Declarant shall pay assessments on Lots which it or its Affiliates own in the same manner as any other Owner.

8.8. Lien for Assessments. The Association may record a lien against any Lot, including Declarant's Lots, to secure payment of assessments that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this Section, assessments shall include interest, late charges (subject to Florida law), and Legal Costs. Such lien shall be superior to all other liens, except (a) the liens of all real estate taxes and other governmental assessments and charges against the Lot, (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (c) other recorded liens or encumbrances which by law would be superior. The Association's lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure, unless prohibited by applicable law.

Notwithstanding the above, and subject to Florida law, except to the extent funded by the CDD, the Board may designate assessments or charges levied solely for the purpose of funding Common Expenses related to acquisition, development, or construction of infrastructure or capital improvements serving the Community (or to pay the cost to underwrite, service, and repay any debt incurred to finance any such acquisition, development, or construction) as a "Capital Improvement Assessment," and the lien therefor shall be superior to (a) the Association's lien for other Common Expenses and Limited Common Expenses, and (b) all other liens except those deemed superior under federal or Florida law and which may not be made subordinate by this provision.

At a foreclosure sale, the Association may bid for the Lot and acquire, hold, lease, mortgage, and convey the Lot. The Association may sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure by the first Mortgagee extinguishes the lien relating to any amounts due prior to the Mortgagee's foreclosure. The purchaser of such foreclosed Lot shall not be personally liable for assessments on such Lot due prior to the foreclosure sale. Such unpaid assessments shall be a Common Expense collectible from Owners of all Lots subject to assessment under Section 8.6, including, without limitation, such purchaser, its successors and assigns.

Notwithstanding the above, while the Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

8.9. Exempt Property. The following property shall be exempt from payment of Regular Assessments, Neighborhood Service Area Assessments, and Special Assessments:

- (a) All Common Area (including, without limitation, easement areas such as the Telecommunications Easement areas) and other portions of the Community which are not Lots;
- (b) Any property dedicated to and accepted by any governmental authority or public utility;
- (c) All property maintained by the CDD; and
- (d) That property as described on Exhibit "B" shall be exempt until Supplemented pursuant to Section 9.1 and falling under the jurisdiction of this Declaration

8.10 Initial One-Time Assessment. There is hereby established an initial assessment (the "Initial One-Time Assessment") applicable to each Lot equal to three months regular assessment. The Initial One-Time Assessment shall become due and payable upon first occupancy of such Lot as a place of residence by a Class "A" Member or upon the first conveyance of the Lot with a completed dwelling, whichever occurs first. Such Initial One-Time Assessment may be used to fund the Association's initial start up costs and other operating expenses or to help fund reserves, in the Board's discretion. The Initial Assessment may be referred to by another name, such as Working Capital Contribution, Working Fund Contribution or some other name, in marketing and disclosure materials.

No further Initial One-Time Assessment shall be due for any subsequent transfer of ownership of any Lot from one Class "A" Member to a successor Class "A" Member.

8.11 Use and Consumption Fees; Licenses and Royalties. The Board may charge use and consumption fees to any Person using Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners). Any such fees charged to Owners shall be considered a Benefitted Assessment against the Lots of such Owners under Section 8.5(a).

As set forth in Section 10.7, the Association may enter into license agreements with Declarant or other parties to permit the Association's use of trade names or service marks (e.g., use of the name "Isles At Weston"). To the extent permitted by such license agreements, the Board may enter into sub-license agreements, under negotiated terms, which permit others within the Community to use such trade names and/or service marks. The Association may charge fees and collect royalties in connection with such sub-license agreements; provided, Declarant and any Declarant Affiliate shall retain the absolute right to use such trade names and service marks without payment of any license fees. Any such fees and royalties shall be considered a Benefitted Assessment under Section 8.5(a).

## ARTICLE IX EXPANSION OF THE COMMUNITY

9.1. Annexation by Declarant. Declarant may, from time to time, subject to this Declaration all or any portion of the property described in Exhibit "B" by recording a Supplemental Declaration describing the property being subjected. A Supplemental Declaration recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to annex property pursuant to this Section expires when all property described in Exhibit "B" has been subjected to this Declaration or 7 years after this Declaration is recorded, whichever is earlier. Until then, Declarant may transfer or assign this right, in whole or in part, to any Person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be memorialized in a recorded instrument executed by Declarant.

Nothing in this Declaration shall require Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

Declarant intends to develop the Community in accordance with the Plat, but hereby reserves the right to modify the Plat (with respect to the Community included in the Plat) from time to time in its discretion and at its option but always in accordance with applicable regulatory requirements. Declarant shall not be required to follow any predetermined order of improvement and development within the Plat or Community; and it may annex additional lands and develop them before completing the development of the Community.

9.2. Annexation by the Association. The Association also may annex property to the provisions of this Declaration by recording a Supplemental Declaration describing the additional property. Annexation by the Association shall require the affirmative vote or written consent of Members representing more than 50% of the Class "A" votes and the consent of the property owner. In addition, during the Development and Sale Period, Declarant's consent is required. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property, and by Declarant, if Declarant's written consent is required.

In the event that either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs insures or guarantees any Mortgage encumbering a Lot, and the regulations or procedures of such agency require under such circumstances approval of annexations by such agency or determination by such agency that such annexation is consistent with the general plan of development for the Community, then such approval or determination as described in Section 14.9 shall be a prerequisite to such annexation.

9.3. Additional Covenants and Easements. By Supplemental Declaration, Declarant may impose additional covenants, restrictions and easements on portions of the Community, including, without limitation, covenants obligating the Association to maintain and insure specific property and authorizing the Association to recover its costs through Benefitted Assessments or through Neighborhood Service Area Assessments, as provided in Section 7.11. If someone other than Declarant owns the property, then such owner's consent and execution of the Supplemental Declaration is required. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4. Effect of Filing Supplemental Declaration. A Supplemental Declaration shall be effective upon recording. Unless otherwise specified in the Supplemental Declaration, the Lots subjected to this Declaration by such Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for Regular Assessments with all other Lots.

## ARTICLE X ADDITIONAL RIGHTS RESERVED TO DECLARANT

10.1. Withdrawal of Property. Declarant reserves the right to amend this Declaration, until termination of the Class "B" Control Period, to remove from the coverage of this Declaration any property which has not been improved by a structure intended for occupancy, whether or not such property has been improved by landscaping, decorative walls, signs, irrigation, utilities, or other improvements. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not Declarant. Except as provided in Section 7.1(b), if the property is Common Area, the Association's consent is required for such withdrawal.

10.2. Marketing and Sales Activities. Notwithstanding anything in the Governing Documents to the contrary, Declarant, its Affiliates, and their assigns and builders authorized by Declarant may construct, maintain, and operate upon portions of the Common Area and property they own, such facilities, activities, and things as, Declarant, in its discretion, may deem to be required, convenient, or incidental to the construction or sale of Lots. Such permitted facilities, activities, and things shall include, without limitation, business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant, Declarant's Affiliates, and their assigns, and authorized builders may park vehicles in areas other than garages or driveways, including, without limitation, on streets.

10.3. Right to Develop. Declarant, Parcel 2 Owner, and their Affiliates, and their respective employees, agents, and designees, shall have a right of access and use and an easement over, upon, and under all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area, and to the Exhibit "A" property, and to the Exhibit "B" property as Declarant deems appropriate in Declarant's discretion.

Each Owner acknowledges that the Community is a master planned community, the development of which is likely to extend over a number of years, and agrees and consents to all changes in (a) uses or density of Lots or dwellings within the Community, or (b) the Development Plan.

Notwithstanding anything contained in any written or oral statement received by any Owner, each Owner acknowledges and agrees that the present plans and themes for the Community's development may change and that such Owner has not relied on any representation, warranty, or assurance by any Person (a) that any Lots, or other property or facilities will be added, modified, or eliminated within the Community; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to the current or future: (a) the design, construction, completion, development, use, benefits, or value of property within the Community; (b) the number, types, sizes, prices, or designs of any residential or non-residential structures or improvements built or to be built in any part of the Community; or (c) as to the use or development (current or future) of any property adjacent to or within the vicinity of the Community.



10.4. Right to Approve Changes in the Community Standards. No amendment to or modification of any Use Restrictions, rules, or the Architectural Guidelines during the Development and Sale Period shall be effective without prior notice to and the written approval of Declarant.

10.5. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's rights and obligations set forth in this Declaration or the By-Laws may, except to the extent restricted by Florida law, be transferred, in whole or in part, from time to time, to other Persons. No such transfer or assignment shall be effective unless it is in a recorded instrument signed by Declarant. Declarant may allow other Persons to exercise, on a one-time or limited basis, any Declarant right without transferring the entire right. In such case, a recorded instrument is not required.

10.6. Community Systems and Services. Declarant reserves for itself, its successors and assignees, and grants to the Association (after Declarant no longer owns any property described on Exhibit "A" or "B" or at such earlier time as Declarant elects in writing) the exclusive and perpetual right to provide and operate, or to permit others to provide and operate, within the Community, such telecommunication systems (including, without limitation, cable television, community intranet, internet, and other systems for receiving, distributing, and transmitting electronic data, signals, and audio or visual communications), monitoring systems and services, utilities, trash collection, and other systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation or provision thereof (collectively, the "Community Systems and Services") as Declarant, in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed, if applicable, to provide such services in the vicinity of the Community, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. Declarant may receive, and shall be entitled to retain, any rebate, credit, fee, or incentive relating to the installation, operation, or provision of any Community Systems and Services.

During the Development and Sale Period, Declarant may require that the Association enter into agreements for the provision of Community Systems and Services to all Lots as a Common Expense, or to Lots within a particular Neighborhood Service Area as a Neighborhood Service Area Expense. If particular services or benefits are provided to particular Owners or Lots at their request, the benefitted Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as a Benefitted Assessment.

10.7. Rights To Use Names: License Agreements. The names "Isles At Weston," "The Falls at the Isles At Weston," "The Gardens at the Isles At Weston," "The Shores at the Isles At Weston," "Centex Homes," and all similar or derivative names, along with all logos associated therewith, are the proprietary trade names and service marks of Centex Homes, Declarant, or their Affiliates. No Person shall use such trade names or service marks for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, or in any logo or depiction or in any other fashion or manner without the prior written consent of the Person who owns such mark in each instance. In addition, due to the integrated nature of the Community as a planned community, and the public identification of the Lots with the Community, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot, shall be subject to Declarant's prior written consent in each instance. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate in Declarant's discretion.

Notwithstanding the above, Owners may use the name "Isles At Weston" where such term is used solely to specify that their particular Lot is located within the Community (subject, however, to such terms and conditions as Declarant may impose in order to protect its registered trade names and service marks).

The mark or trademark owner may condition such use of the mark by the Association or any Owner upon the signing of one or more license agreement(s) which are intended to protect the trade names and service marks from unauthorized use by others. Such license agreement(s) shall be non-exclusive, non-transferable, in form and substance acceptable to the owner of the mark.

10.8. Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate, from time to time, the right to inspect, monitor, test, redesign, modify and correct any structure, improvement, or condition which may exist on any portion of the Community, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned, or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages relating to defective workmanship or materials. The Person exercising this easement shall promptly repair, and pay for, any resulting damage. The provisions of this paragraph do not impose any obligation on Declarant or any other Person to perform any such inspection, monitoring, testing, redesigning, modification, or correction.

10.9. Right to Notice of Design or Construction Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant has been first notified in writing and given an opportunity to meet with the property Owner and conduct an inspection.

10.10. Termination of Rights. Rights granted Declarant under this Article (other than the rights granted in Sections 10.6 and 10.7) shall terminate upon the earlier of (a) the period specified in the particular Section, if any; (b) 25 years from the date this Declaration is recorded; or (c) Declarant's recording of a statement that all sales activity has ceased. Thereafter, Declarant may continue to use the Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and the Association which provides for rental payments based on the fair market rental value of any such portion of the Common Areas. Notwithstanding the above, Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Common Areas in connection with the marketing and sale of other properties in order to show the Community as an example of Declarant's projects. This Article shall not be amended without Declarant's prior written consent.

10.11. Exclusion of Declarant's Other Properties. By accepting a deed to a Lot, each Owner specifically acknowledges that nothing contained in this Declaration shall, in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Declarant or any Declarant Affiliate of any property either of them owns, whether contained within or contiguous to the Community. Declarant and its Affiliates shall have full, free, and unrestricted use of its and their other lands, notwithstanding any incompatibility of such use with restrictions this Declaration imposes upon the Lots. By accepting a deed to a Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property Declarant owns.

## ARTICLE XI EASEMENTS

11.1. Easements in Common Area. Every Owner shall have a right to use, and an easement of enjoyment in and to the Common Areas or Limited Common Areas, together with an easement of access to and from the Common Areas or Limited Common Areas, which shall be appurtenant to and shall pass with the title to the Lot or Unit owned by such Owner. Declarant grants to each Owner a right and easement of use, access, and enjoyment in and to the Common Area as stated in this Section 11.1, subject to:

(a) The Governing Documents, the CDD easements, and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying the property to the Association;

(c) The Board's right to:

(i) adopt rules regulating Common Area use, including, without limitation, rules limiting the number of guests who may use the Common Area, and charge use fees for such use;

(ii) suspend the right of an Owner and its guests and invitees to use any Common Maintenance Area amenity (A) for any period during which any assessment or other charge against the Owner's Lot remains delinquent, and (B) for a period not to exceed 90 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents;

(iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;

(iv) rent any portion of any the Common Area on an exclusive or non-exclusive short-term basis to any Person;

(v) permit use by the general public, which use may, but need not, be subject to admission charges, membership fees, or other user fees established in the Board's discretion (except to the extent inconsistent with any easement agreement relating thereto); and

(vi) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred, subject to the approval requirements set forth in Section 15.9.

(d) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Limited Common Areas," if any, as described in Article XII.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Lot in accordance with this Declaration shall be deemed to have assigned all such rights

to the tenants of such Lot for the lease term and shall not have any right to utilize the Common Area during such term, except as necessary to access the Lot.

11.2. Easements of Encroachment. Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots, to a distance of less than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. Such easement shall permit encroachment only by a structure, improvement, or fixture which has been approved in accordance with Article IV of this Declaration and which is unintentionally constructed on another's property without the actual intention of encroaching on such property. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3. Easements for Utilities, Etc.

(a) Installation and Maintenance. Declarant reserves for itself, its duly authorized agents, successors and assigns, so long as Declarant or any Declarant Affiliate owns any property described in Exhibit "A" or "B," and grants to the Association, subject to Declarant's rights under Section 10.6, perpetual, non-exclusive easements throughout the Community (but not through a structure) to: (i) install utilities and infrastructure to serve the Community, including, without limitation, cable and other systems for sending and receiving data and/or other electronic signals, drainage structures, facilities and systems, and monitoring and similar systems and other Community Systems and Services; (ii) install walkways, pathways and trails, curb cuts, driveways and paved areas, street lights, and signage on property which Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose (or for the installation of landscaping or utilities) on a Plat; (iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and (iv) access and read utility meters.- The right, license, or easement granted to a utility supplier shall include the non-exclusive right to ingress and egress over any streets for access and maintenance of its equipment and facilities.

Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to record such specific easements as may be necessary or appropriate, in Declarant's discretion, to develop the Community. The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize, to the extent reasonably practicable, interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably practical, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.4. Easements to Serve Additional Property. Declarant reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area for

enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities, and shall extend to the Developer and/or Parcel 2 Owner for its development of Parcel 2 described in Exhibit "A".

If the above easement is exercised for permanent access to any property which is not submitted to this Declaration, Declarant, or its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder, except to the extent such easement was created prior to the recordation of this Declaration. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefitted property.

11.5. Easements for Maintenance, Emergency, and Enforcement. Declarant grants to the Association easements over the Community as necessary for the Association to fulfill its maintenance responsibilities under this Declaration and any Supplemental Declaration. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capacities as such and by all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Declarant grants to the Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents. Any costs incurred, including Legal Costs, shall be assessed against the Lot Owner as a Benefitted Assessment.

11.6. Easements for Maintenance of Bodies of Water and Flooding. Declarant reserves for itself, the Association, the CDD, the SFWMD, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Common Maintenance Areas to (a) install, operate, maintain, repair, and replace pumps and other equipment to supply irrigation water to the Common Maintenance Areas; (b) construct, maintain, repair, and replace structures and equipment used for retaining, detaining, and otherwise controlling water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard and applicable legal requirements. Declarant, the Association, the CDD, the SFWMD, and their successors, assigns, and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, the CDD, the SFWMD, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Maintenance Area and Lots (but not inside a dwelling or other structure) adjacent to or within 25 feet of bodies of water and wetlands within the Community, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Community; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Maintenance Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. Anyone exercising these easements shall use reasonable care in and repair any damage resulting from their intentional exercise of the

easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to natural occurrences or for other occurrences not reasonably foreseeable or under the control of Declarant or such other Person.

11.7. Lake Maintenance Easement. There is hereby reserved for the benefit of all Owners, the Declarant, the Association, SFWMD, Broward County, and all other governmental authorities an easement (herein referred to as the "Lake Maintenance Easement") over, upon and across an area twenty-five feet (25') wide adjacent to and parallel with the boundaries of the Lots and Parcels shared with each Lake identified as Lake Parcels "L-1," "L-2," "L-3," "L-4," "L-5," "L-6," and "L-7" as shown on the Plat of Isles At Weston.

Neither the Association, the Declarant, nor any Owner shall obstruct access to the Lake Maintenance Easement, and no fence, hedge, landscaping or other improvement that would impair or restrict access to the Lake Maintenance Easement shall be installed or permitted to remain within said Lake Maintenance Easement. Neither the Association, the Declarant, nor any Owner shall install any bulkhead, pier or other structure within any Lake or Lake Maintenance Easement, and all Owners whose Lots abut the Lake Maintenance Easement shall be responsible for maintaining their Lots, including the repair or prevention of erosion, within the Lake Maintenance Easement, subject to the obligations of the Association to perform landscape maintenance set forth elsewhere in this Declaration. The beneficiaries of the Lake Maintenance Easement, including, but not limited to all Owners, shall have the right to enter the Lake Maintenance Easement at all reasonable times for the purposes of maintenance of the Lake Maintenance Easement.

11.8. Easements for Cross-Drainage. All portions of the Community shall be burdened with easements for drainage of storm water runoff from other portions of the Community; however, no Person other than Declarant shall alter the drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, and Declarant during the Development and Sale Period.

11.9. Rights to Storm Water Runoff, Effluent, and Water Reclamation. Declarant reserves for itself and its designees all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Community, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

11.10. Easement for Maintenance of Surface Water and Storm Water Management System. The Association shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the County or any governmental agency or quasi-governmental body requires or permits. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. No Person other than Declarant shall alter the drainage flow of or over

the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the Association's prior written approval, and, during the Development and Sale Period, Declarant's written consent.

11.11. Sign Easement. Declarant reserves for itself and the Association an easement (herein referred to as the "Sign Easement") over, upon, and across all areas designated as "Buffer," "Landscape Parcel," "Landscape Area," or "Open Space" or identified by similar designation, on any Plat, for erection, installation, operation, maintenance, repair, and replacement of Community signs, walls, monuments, fencing, decorative improvements, and other entry features, together with landscaping, lighting, utility, and irrigation facilities. No Owner shall obstruct access to the Sign Easement, or install or remove any plant or other improvement or installation placed in the Sign Easement by the beneficiaries thereof, or obstruct the view of the Sign Easement from the adjacent street right-of-way. All Community signs, walls, monuments, entry features, landscaping, utility, irrigation and other permanent improvements installed in the Sign Easement by Declarant shall become the Common Area of the Association upon conveyance from Declarant, and the Association shall maintain such Sign Easement and the improvements therein as part of the Common Area. In addition, Declarant and any designee of Declarant shall have the right, without the prior approval of the Association or any Owner, to erect marketing signs within the Sign Easement, and to erect, change, move, remove, repaint, maintain, and otherwise exercise complete and unfettered control over such marketing signs at all times prior to the sale of the last Lot owned by Declarant in the Community, and all such marketing signs shall be and remain the exclusive property of Declarant and any designee of Declarant (or such designee of Declarant) and shall not be deemed part of the Common Area owned by the Association.

11.12. Easement for Irrigation Equipment. The Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Lot, except any area upon which buildings have been erected by Declarant or otherwise in accordance with Article IV, for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Lots and/or Common Area. The foregoing easement shall not impose any obligation on the Association and/or Declarant to install any such improvements.

11.13. Private Roadways.

(a) The private roadways within the Community ("Roadways"), as depicted on any Plat, shall be owned by the Association or the CDD as part of the Common Area and shall not be dedicated to the County or to public use by recordation of such Plat. Use of such Roadways shall be subject to and in accordance with any rights and easements shown on the Plats and such reasonable Use Restrictions and Rules as the Association may adopt from time to time consistent with this Declaration, the Plat, and any law, ordinance, or regulation governing the Community.

(b) Declarant hereby reserves unto itself, its agents, employees, successors, and assigns an easement over the Roadways for the purpose of constructing, maintaining, repairing, or rebuilding any subdivision improvements installed or to be installed in the Community and for performing any other work within the Community which Declarant deems reasonably necessary, in its discretion, or which Declarant is required to perform pursuant to a contract with any Owner or pursuant to the requirements of any government agency having jurisdiction over the Community. With regard to construction on any of the Lots by the Owners thereof, the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any such Lots shall have access to such Lots over the Roadways subject to such rules as the Association may adopt; however,

during the Class "B" Control Period, Declarant shall have the right to prohibit the use of the Roadways by such Persons and to designate alternate access easements for such Persons.

(c) The Declarant hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community provided that such easement shall not authorize any such Persons to enter the Community except while acting in their official capacities.

The existence of this easement shall not preclude the Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Community, provided that the Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection without unreasonable interference or delay.

11.14 Easement for Community Development District. Every Lot and Unit and the Common Areas are hereby burdened with perpetual, non-exclusive easements for the benefit of the CDD, their agents and designees, to the extent necessary for ingress, access, egress, to and installation, maintenance, repair and replacement of properties and facilities of the CDD. However, this easement shall not include a right to enter any enclosed structure on a Lot or Unit or to unreasonably interfere with the use of any Lot or Unit. Any damage to a Lot or Unit or the Common Area resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement.

11.15. Easement to Public Right-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, to the extent necessary, each Owner shall have a nonexclusive easement for vehicular and pedestrian access to and from his Unit over the Private Streets to a public right-of-way. The easement herein granted shall be subject to the reasonable regulation of traffic by the Association, including but not limited to: speed limits; one-way streets; stop signs; yield signs; and other common traffic control signs and devices. The Association shall not have the right to restrict access to the Private Streets to Owners, resident members of the Owner's household, invited guests, commercial delivery services, government officials, including but not limited to, postal, police, fire and safety officials, vendors, contractors and tradesmen engaged by an Owner, Club Owner, or the Declarant. The Association shall have the right, but not the obligation, to require nonresidents requesting entry to the Private Streets to stop at the entry gate and provide evidence of authorization from an Owner. The right of the Owner to use the Private Streets for access to the Owner's Unit may not be suspended or withheld for any reason, including nonpayment of assessments or failure to obey traffic regulations, however, the Association shall have the right to exercise all other remedies available at law or in equity to recover from any such Owner all unpaid assessments, and to enforce all traffic regulations, and, in the event the Association incurs any expense in so doing, in addition to any other relief obtained by the Association, either voluntarily, by agreement, through arbitration or court action, the Owner shall reimburse the Association for all its costs and expenses, including, but not limited to, all reasonable attorney's fees, expert witness fees, investigation costs and other expenses incurred by the Association at the pre-trial, trial or appellate levels.

11.16. Easement for Telecommunications. Declarant hereby creates a perpetual non-exclusive easement(s) over, under, across, and through that certain parcel of land as described on Exhibit "F" for a telecommunications easement (the "Telecommunications Easement(s)") for bulk rate cable service, bulk rate internet services, bulk rate home monitoring services, satellite and other purposes as designated



in, and subject to the provisions in that certain Bulk Rate Cable, Internet and Security Monitoring Agreement (the "Telecommunications Agreement") for the purpose of (i) constructing, installing, operating, inspecting, repairing, maintaining, replacing and expanding underground lines and underground facilities (including constructing, from time to time, additional facilities) to be located only within the Telecommunications Easement(s), as may be necessary or desirable for providing delivery of video programming, high speed data services interconnected to the Internet backbone and integrated electronic monitoring services to individual homes and other improvements located in the Community; and, in connection therewith (ii) access to and from the Telecommunications Easement(s) over and across adjacent public roads, alleys, sidewalks, utility easements, and other designated portions of the Community as Declarant or the Association may designate from time to time. Developer shall designate the location of the "Head-End" (as defined in the Telecommunications Agreement) of the telecommunications systems as well as PDD zoning, and on all other required governmental authority applications. Maintenance and repair of the Telecommunications Easement(s) shall be the sole and absolute responsibility of telecommunications provider (the "Telecommunications Provider"), its successors and assigns. A copy of the Telecommunications Agreement is available for review at the Association management office.

Pursuant to Chapter 177.091 (28), Florida Statutes, platted utility easements are also easements for the construction installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This restriction does not apply to private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the national electric safety code as adopted by the Florida Public Service Commission.

## **ARTICLE XII CONSERVATION EASEMENTS, NATURAL CONDITIONS, PRESERVES, AND ARCHAEOLOGICAL AREA**

12.1. Conservation Easements. Parcels "A" and "B" identified on the Plat as Conservation Areas shall be preserved in substantially natural state, and may not be altered from their natural/permitted condition (SFWMD ERP Permit Number 06-03067-P), except in the instance of removal of exotic or nuisance vegetation, or restoration in accordance with the restoration plan, or as may be permitted by modification or amendment to SFWMD ERP Permit Number 06-03067-P. Exotic vegetation may include, but is not limited to, Melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow and grapevine. Neither the Association, nor the Declarant, nor any Owner shall cut, trim or remove trees or understory vegetation from any Preserve Area, nor shall any person perform any excavation, filling or grading within any Preserve Area, nor shall any person dump or deposit trash, garbage, debris, lawn trimmings or other material in any Preserve Area, nor shall any person cultivate, farm or garden on any part of any Preserve Area, nor shall any person erect, construct or install any permanent or temporary structure or improvement on any Preserve Area, nor shall any person use any part of any Preserve Area to store construction materials, vehicles, boats, trailers, machinery, apparatus, or any other thing, unless such use or activity is first approved in writing by the appropriate governmental authorities and the Association and the Declarant, and all necessary permits for such activities shall have been issued by the governmental authorities and remain current and valid. All activities involving filling, excavating, removing of vegetation (both trees and understory) and storing of materials shall be prohibited within Preserve Areas, unless written approval is first obtained from the SFWMD. There shall

be no use of heavy equipment or machinery during maintenance activities of drainage easements within Preserve Areas. Maintenance within the mitigation Preserve Area shall be conducted by hand or hand-operated tools. Any areas designated as Preserve Areas and/or Conservation easements may not be altered from their natural and permitted conditions except as provided under the terms of applicable permits as such permits may be modified or amended.

(a) Establishment of Conservation Easements. The provisions of Section 704.06, Florida Statutes establish the right of the SFWMD, the CDD, the DPEP, and/or the County (the "Easement Grantee") to accept easements for the preservation of the natural habitat (such easements shall be referred to herein as the "Conservation Easements"). The Conservation Easements are established by this Declaration. Declarant reserves unto itself, the CDD, and to the Association the right to grant such additional easements over and upon portions of the Common Area unto the Easement Grantee pursuant to the provisions of Section 704.06, Florida Statutes. Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes and the Easement Grantee, and the following provisions. For the purposes of this Declaration, any portion of the Common Area encumbered by a Conservation Easement shall be referred to as the "Conservation Easement Property," and pursuant to that certain Joint Form Deed of Conservation Easement and Agreement dated March 13, 2001, by and between Ronald M. Bergeron, Sr., his successors and assigns as Grantor, and SFWMD as Grantee, and accepted by Broward County.

(b) Purpose. The purpose of a Conservation Easement is to assure that the Conservation Easement Property will be retained forever in its existing natural condition and to prevent any use of the Conservation Easement Property that will impair or interfere with the environmental value of the Conservation Easement Property.

(c) Prohibited Acts and Uses. Any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(i) constructing or placing buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground;

(ii) dumping or placing soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

(iii) removing, mowing, trimming or destroying trees, shrubs, or other vegetation;

(iv) excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

(v) using the surface area of the Conservation Easement, except for purposes that permit the land or water area to remain predominantly in its natural condition;

(vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

(vii) acting upon or using the Conservation Easement in a manner detrimental to such retention of land or water areas;

(viii) acting upon or using the Conservation Easement in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;

(ix) constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; and

(x) applying of herbicides, pesticides, or fertilizers.

(d) Reserved Rights. The owner of record title to the Conservation Easement Property reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Property, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

(e) Rights of Easement Grantee. To accomplish the purposes stated herein, the owner of record title to the Conservation Easement Property shall, upon the request of Declarant or the Easement Grantee, grant the following rights to the Easement Grantee:

(i) to enter upon and inspect the Conservation Easement Property in a reasonable manner and at reasonable times to determine if the Association, the Owners and Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and

(ii) to proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth therein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Property that may be damaged by any activity inconsistent with the Conservation Easement.

(f) Easement Grantee's Discretion. The Easement Grantee may enforce the terms of the Conservation Easement at its discretion, but if the Association, Declarant, or any Owner, breaches any term of the Conservation Easement and the Easement Grantee does not exercise its rights under the Conservation Easement, the Easement Grantee's forbearance shall not be construed to be a waiver by the Easement Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Easement Grantee's rights under the Conservation Easement. No delay or omission by the Easement Grantee in the exercise of any right or remedy upon any breach by the Association, Declarant or any Owner shall impair such right or remedy or be construed as a waiver. The Easement Grantee shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of the Conservation Easement.

(g) Easement Grantee's Liability. The owner of the fee interest in the Conservation Easement Property shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Easement Property. Neither Declarant, nor any Owner, nor any person or entity claiming by or through Declarant or any Owner, shall hold the Easement Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Easement Property.

(h) Acts Beyond Declarant's Control. Nothing contained in the Conservation Easement shall be construed to entitle the Easement Grantee to bring any action against Declarant for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Declarant's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.

(i) Recordation. Declarant shall record any Conservation Easement in a timely fashion and Declarant and the Owners of any Lots encumbered by the Conservation Easement shall re-record it by separate instrument at any time the Easement Grantee may require to preserve its rights. The Owners of any Lots encumbered by the Conservation Easement shall pay all recording costs and taxes necessary to record the Conservation Easement. Declarant will hold the Easement Grantee harmless from any recording costs or taxes necessary to record the Conservation Easement.

(j) Successors. The covenants, terms, conditions, and restrictions of the Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

(k) Restrictive Covenants Affecting Conservation Easements. No Owner or other person shall cut, remove, destroy, or otherwise disturb any plant, shrub, tree, or other vegetation within any Conservation Easement created pursuant to this Article, nor shall any person, including, but not limited to any Owner, Declarant, and the Association, deposit dirt, fill, grass clippings, trash, rubbish, tree trimmings, building materials, or other waste within such easements without the prior written consent (as evidenced by any required permit or other official certification) of the Association, Declarant, the County, and the SFWMD.

#### 12.2. Natural Conditions.

(a) The Community may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes and other reptiles, alligators, and other animals, some of which may pose hazards to persons or pets coming in contact with them. Each Owner and occupant of any Lot, and every Person entering the Community (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within or through the Community; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Community. Neither the Association, Declarant, any predecessor Declarant, any builder, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife in the Community, nor shall they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or through the Community.

(b) The natural areas described in subsection (a) above may also contain creeks, ponds, or intermittent pools of water, muddy areas, and underbrush, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Lot shall enter upon, or permit their guests or any other person acting on their behalf to enter upon, or disturb such areas in any way without the Association's or Declarant's prior written approval.

12.3. Preserves. As may be depicted on any Plat, certain parcels may be identified as "Preserve" or "Private Preserve." Unless otherwise approved in writing by Declarant, the SFWMD, the County and any other governmental authorities having jurisdiction, the Preserve areas shall be maintained in their natural state in perpetuity. No Owner, member of an Owner's household, or any other Person acting, or purporting to act, on behalf of any Owner, or for whom any Owner shall be responsible pursuant to this Declaration, shall disturb the natural environment of the Preserve areas in any way without first obtaining the written consent of the Board properly approved by the adoption of a resolution describing in detail the exact activities to be conducted within the Preserve areas, the times and dates when such activities are authorized to occur, and the identities of the Persons who are authorized to so act, together with the written consent of Declarant and any governmental authority having jurisdiction over the proposed activity.

This restrictive covenant is intended in the broadest sense, and includes, but is not limited to, trimming, cutting, or mowing grass, shrubs, trees or other plants; placing grass clippings, landscape debris, household trash or other materials; storing materials, equipment, vehicles, boats, motor homes, trailers, or other items; erecting children's playhouses, tree houses, swings, or other permanent or temporary improvements; planting trees, shrubs, grass, or ground cover; releasing birds, snakes, reptiles, insects, or other animals; grading or excavating; cultivating or gardening; or dumping dirt, sand, rocks, gravel, or other inorganic or organic material on any part of a Preserve area. No hunting or animal trapping, carrying or discharging of firearms, overnight camping or campfires, operation of motorcycles or so-called "all-terrain vehicles," "dirt bikes," or other motorized vehicles, implements, equipment, or conveyances are permitted within the Preserve areas at any time.

Any Owner who violates the foregoing restrictive covenants shall be responsible for the cost of restoring the affected Preserve area to the satisfaction of the Association, Declarant, and any governmental authority having jurisdiction thereof, and the Association shall have the right to prohibit the offending party from further use or enjoyment of the Preserve areas after prior notice and hearing before the Board. Notwithstanding the foregoing, the Owners shall have the right, without prior notice, to enter the Preserve areas for hiking, birding, and other passive, non-destructive activities during the hours of dawn to dusk.

**BECAUSE THE PRESERVE AREAS ARE TO BE RETAINED IN THEIR NATURAL STATE, SUCH AREAS SHOULD BE CONSIDERED HAZARDOUS FOR RECREATIONAL ACTIVITIES.**

**NEITHER THE ASSOCIATION, NOR DECLARANT, NOR ANY OF THEIR AFFILIATES, HAS ANY OBLIGATION TO PROVIDE SECURITY OR SUPERVISION FOR ANY PERSON USING A PRESERVE AREA, AND ALL PERSONS USING A PRESERVE AREA DO SO AT THEIR OWN RISK.**

**INSECTS, SNAKES, AND ANIMALS THAT MAY BE DANGEROUS TO HUMANS MAY INHABIT THE PRESERVE AREAS.**

**OWNERS SHOULD NOT ALLOW CHILDREN OR PETS TO ENTER THE PRESERVE AREA WITHOUT ADULT SUPERVISION.**

NEITHER THE ASSOCIATION NOR DECLARANT NOR ANY OF THEIR AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CONDITION OF A PRESERVE AREA OR ANY INJURY OR DEATH OCCURRING THEREON.

THE ASSOCIATION SHALL HAVE THE RIGHT TO IMPOSE ADDITIONAL RULES AND REGULATIONS GOVERNING THE USE OF THE PRESERVE AREAS OR FOR ANY INJURY OR DEATH OCCURRING THEREON.

IF THE PRESERVE AREAS, OR THE TREES OR VEGETATION THEREON, ARE DAMAGED OR DESTROYED BY FIRE, WINDSTORM, FLOOD, DISEASE, OR OTHER NATURAL OR MANMADE EVENT, NEITHER THE ASSOCIATION, NOR DECLARANT, NOR ANY OF DECLARANT'S AFFILIATES, SHALL HAVE ANY OBLIGATION TO REPAIR OR RESTORE THE DAMAGE OR DESTRUCTION, OR TO REMOVE ANY DEAD OR DAMAGED TREES OR OTHER VEGETATION.

12.4. Archaeological Area. There exists within the Property the Archaeological Site #8BD2145, a prehistoric habitation site (the "Archaeological Area") located on a remnant tree island as noted on the Plat as Parcel "B-1" estimated to be 2500 to 5000 years old that is of local significance, a State Archaeological Landmark pursuant to Florida Statute 267.11, and potentially qualifies for listing on the National Register of Historic Places. The Archaeological Area shall be preserved within a green space area set aside by the Declarant. Specific guidelines for the protection of the site shall be maintained at all times by the Association pursuant to Florida Administrative Code Chapter IA-46, Broward County, the City of Weston, and the Archaeological Site Assessment Report prepared, and the Archaeological Site Agreement recorded February 12, 2002 in Official Records Book 32754, Page 970 of the Public Records of Broward County, Florida, as amended and/or assigned. The Archaeological Area shall be maintained and managed as a Preserve in its natural state in perpetuity, with all restrictions afforded thereto consistent with all Governmental Authorities and prohibited practices contained in Florida Statute 267.13. Copies of the Archaeological Site Agreement and Archaeological Site Assessment Report may be obtained from the Association or Association management office.

A lake shall surround the site to protect it from easy access from anyone not authorized to access the Archaeological Area. Any and all land disturbing activities within one hundred (100) feet of the Archaeological Area boundaries shall be monitored by an archaeologist. Long term maintenance and management of the Archaeological Area site preservation shall include the following:

- (a) maintaining and preserving the Archaeological Area site's subsurface archaeological deposits;
- (b) removal of exotic vegetation from the site; and
- (c) preserving and possibly restoring the Archaeological Area site's historic cattle troughs and windmill.

Removal of exotic vegetation (i.e. Brazilian Peppers from the mound) will require a combination of hand clearing and herbicides. Some limited pulling of trees by a chain and/or backhoe can be conducted under the supervision of the monitoring archaeologist providing that the equipment is not placed on the Archaeological Area site directly, and that no soil or root balls are removed. Once the exotic vegetation is removed, a plan for maintaining the vegetative quality shall be implemented that will

prevent exotic vegetation from re-sprouting. Any and all other maintenance and management of the Archaeological Area shall be pursuant to the Broward County Archaeological Management Agreement.

### ARTICLE XIII LIMITED COMMON AREAS

13.1. Purpose. Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of one or more, but less than all, Lots. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, private roads, lakes and other portions of the Common Area primarily serving a limited area. All costs associated with ownership, maintenance, repair, replacement, management, operation and insurance of a Limited Common Area shall be a Limited Common Expense allocated in accordance with Section 8.1(b) among the Owners in the Neighborhood Service Area to which the Limited Common Area is assigned.

13.2. Designation. Initially, any Limited Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area; however, any such assignment shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Lots during the Development and Sale Period.

Thereafter, a portion of the Common Area may be assigned as Limited Common Area upon approval of (a) the Board, (b) Members representing a majority of the total Class "A" votes in the Association, and (c) Members entitled to cast a majority of the Class "A" votes attributable to Lots to which the Limited Common Area is proposed to be assigned or reassigned. During the Development and Sale Period, any such assignment or reassignment shall also require Declarant's written consent.

13.3. Use by Others. Upon approval of a majority of Owners of Lots to which any Limited Common Area is assigned, and subject to such restrictions as such Owners may impose, the Association may permit Owners of other Lots to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Limited Common Expenses attributable to such Limited Common Area.

### ARTICLE XIV DISPUTE RESOLUTION

#### 14.1. Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Association and its officers, directors, and committee members, all Persons subject to this Declaration, any builder and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "**Bound Parties**"), agree to attempt to resolve disputes involving the Community or the Governing Documents without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to, directly or indirectly, file a law suit for a Claim described in subsection (b), without first submitting the Claim to the alternative dispute resolution procedures described in Section 14.2.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents;

(iii) the design or construction of improvements within the Community, other than matters of aesthetic judgment under Article IV, which shall not be subject to review; or

(iv) trespass, nuisance, property damage, or enforcement of laws, codes, or ordinances within the Community;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 14.2:

(i) any Association action to collect assessments, sanctions or other amounts due from any Owner;

(ii) any Association action to obtain a temporary or permanent restraining order or injunction (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to enforce the provisions of the Governing Documents or maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Documents;

(iii) any action between Owners, which does not include Declarant and/or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(iv) any action in which any indispensable party is not a Bound Party; and

(v) any action as to which the applicable statute of limitations would expire within 180 days of giving the Notice required by Section 14.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Article.

#### 14.2. Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by certified mail, return receipt requested; overnight delivery by a nationally recognized courier that provides tracking and receipt services; or personal delivery to each Respondent, and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.



(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the Bound Parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the County area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Bound Parties do not settle the Claim within 30 days after submitting the matter to mediation, or within such time as determined reasonable by the mediator but which will not cause the statute of limitations to expire, the mediator shall issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative or other proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Bound Parties. If any Bound Party thereafter fails to abide by the terms of such agreement, then any other Bound Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Bound Party taking action to enforce the agreement shall, upon prevailing, be entitled to recover from the non-complying Bound Party (or each one in equal proportions) all costs incurred in enforcing such agreement, including, without limitation, Legal Costs.

14.3. Initiation of Litigation by Association. After the Class "B" Control Period, the Association shall not initiate any judicial or administrative proceeding which is reasonably expected to cost \$25,000.00 or more in legal fees to prosecute to completion unless first approved by the Board upon the specific recommendation of the Dispute Resolution Committee (if created as provided in the By-Laws), or a majority of the Class "A" votes in the Association. The Dispute Resolution Committee's recommendation must be in writing and must be accompanied by a feasibility analysis including an explanation of the issues, a budget for legal and related expenses, the amount in controversy, the expectation of success, and a copy of bids from a minimum of three qualified law firms.

## ARTICLE XV MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

15.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any Association insurance policy;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders; or

(e) If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to the Governing Documents or extraordinary action of the Association, as defined under VA Pamphlet 26-7, as it may be amended or superceded.

Otherwise, no consent from Eligible Holders shall be necessary to enable the Association to accomplish any of its operational duties and responsibilities or to exercise any of its rights.

15.2. Special FHLMC Provision. If any portion of the Community is a condominium, then to the extent required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Class "A" Members representing at least 67% of the total Association vote consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (any decision or action in accordance with the provisions of this Declaration or any Supplemental Declaration subsequently recorded on any portion of

the Community resulting in the levy of Neighborhood Service Area Assessments shall not be subject to this provision);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

15.3. Other Provisions for First Lien Holders. To the extent not inconsistent with Florida law:

(a) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

15.4. Amendments to Documents. The following provisions do not apply to amendments to the Governing Documents or termination of the Association as a result of destruction, damage, or condemnation pursuant to Section 15.3(a) and (b), or to the addition of land in accordance with Article IX.

(a) The consent of at least 67% of the Class "A" votes, and the consent of Declarant, during the Development and Sale Period, and the approval of the Eligible Holders of first Mortgages on Lots to which at least 67% of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Association.

(b) If and to the extent FHA or VA is insuring or guaranteeing any Mortgage on a Lot, the consent of at least 67% of the Class "A" votes, and the consent of Declarant, during the Development and Sale Period, and the approval of Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to a Mortgage appertain, shall be required materially to amend

any provisions of the Declaration, By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Maintenance Area;
- (iv) insurance or fidelity bonds;
- (v) rights to use the Common Maintenance Area;
- (vi) responsibility for maintenance and repair of the Community;
- (vii) expansion or contraction of Community or the addition, annexation, or withdrawal of property to or from the jurisdiction of the Association;
- (viii) boundaries of a Lot;
- (ix) leasing of Lots;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot;
- (xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
- (xii) any provisions included in the Governing Documents which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

15.5. Construction of Article XV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Florida law for any of the acts set out in this Article.

15.6. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

15.7. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering the Owner's Lot.

15.8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be conclusively deemed to have irrevocably approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by

certified mail, return receipt requested; overnight delivery by a nationally recognized courier that provides tracking and receipt services; or personal delivery.

15.9. HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA"), if either such agency is insuring or guaranteeing the Mortgage on any Lot or has granted project approval for such Mortgages: merger, consolidation, or dissolution of the Association; annexation of additional property other than that described in Exhibit "B"; dedication, conveyance (other than to correct errors on property descriptions or other inconsequential or immaterial conveyances), or mortgaging of Common Area; or material amendment of this Declaration or the By-Laws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this Section.

## ARTICLE XVI DISCLOSURES AND WAIVERS.

16.1. No Liability For Third Party Acts. **Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property in the Community. The Association may, but is not obligated to, maintain or support certain activities within the Community which are intended to promote or enhance safety or monitoring within the Community. However, the Association, Declarant, Parcel 2 Owner, and/or Developer shall not in any way be considered insurers or guarantors of safety or monitoring within the Community, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of monitoring measures undertaken.**

No representation or warranty is made that any systems or measures, including, without limitation, fire protection, burglar alarm, or other monitoring systems, or any gate or other mechanism or system for limiting access to the Community, **cannot be compromised or circumvented, nor that any such systems or measures undertaken will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants and invitees of its Lot that the Association, the Board and its committees, Declarant and any predecessor Declarant are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.**

Declarant may, but shall not be obligated to, employ or retain, at Declarant's sole cost and expense, a person or persons to staff any gate or gatehouse located at the entrance to the Community and perform such functions on behalf of Declarant as Declarant, in its sole discretion, deems appropriate, including, but not limited to, facilitating access by contractors, subcontractors, inspectors, brokers, and salespersons, and others to Lots that are under construction or for sale. Any such person employed or retained by the Declarant shall under no circumstances be responsible for the security or safety of any persons or property within the Community, nor shall the Association or any Owner or occupant of the Community be authorized to direct or request favors of any such person. Neither Declarant nor the Association shall have any obligation to staff the gatehouse or gate.

16.2. View Impairment. **Neither Declarant nor the Association guarantee or represent that any view over and across the Lots or any open space within the Community will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping. The Association (with respect to the Common Area) and Declarant**

have the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

16.3. Notices and Disclaimers as to Community Systems. In recognition of the fact that interruptions in cable television and other Community Systems and Services (as defined in Section 10.6) will occur from time to time, neither Declarant nor any of Declarant's successors or assigns (and their Affiliates) shall in any manner be liable for, and no Community System and Service user shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in Community Systems and Services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant shall be entitled to retain any rebate, discount, or other compensation received from the provider of any Community Systems and Services in connection with the installation or operation of such system.

16.4. Construction Activities. All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, Parcel 2 Owner, Developer, any Declarant Affiliate, and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall, from time to time, conduct construction activities within the Community. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and/or by using any portion of a Lot or the Community generally, Owners, occupants and users of Lots acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant, any Declarant Affiliate, or predecessor Declarant, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant or its Affiliates to sell, convey, lease, and/or allow the use of Lots within the Community.

(a) Homeowners, occupants, users and mortgage lenders of the Community hereby acknowledge that Developer, Parcel 2 Owner, and/or their agents, contractors, subcontractors, licensees and/or other designees, from time to time, will be conducting blasting, excavation, construction and other activities ("Construction Activities") within the Community or in close proximity to the Community. By acceptance of a deed or other instrument of conveyance or mortgage, leasehold, license or other interest to any Lot or Unit within the Community, or by using any portion of the Community, each such Homeowner, occupant, user and mortgage lender automatically acknowledges, stipulates and agrees as follows:

(i) None of the Construction Activities shall be deemed a nuisance or noxious or offensive under this Declaration or at law, generally;

(ii) Not to enter upon or allow children or other persons under their control or direction to enter upon (irrespective of whether such entry would be a trespass) any portion of the Community or property within close proximity to the Community where Construction Activities are being

conducted (even if not being conducted actively at the time of such prohibited entry, such as at night or during non-working hours);

(iii) Developer, Parcel 2 Owner, and the other above-mentioned parties shall not be liable for any losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the Construction Activities, except when resulting directly from their gross negligence or willful misconduct; and

(iv) Any purchase or use of any portion of the Property has been made and will be made with the full knowledge of the foregoing.

16.5. Water Management. Each Owner acknowledges and agrees that some or all of the water features, if any, or wetlands in or adjacent to the Community are designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations within the immediate area, water levels will rise and fall. Each Owner further acknowledges and agrees that Declarant has no control over such elevations. Therefore, each Owner agrees to release and discharge Declarant and Declarant Affiliates and any predecessor Declarant from and against any and all losses, claims, demands, damages, and expenses of whatever nature or kind, including, without limitation, Legal Costs, related to or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand, or fill any water features or wetlands located within or in the vicinity of the Community without the prior written approval of Declarant and any local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.

16.6. Liability for Association Operations. The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant and any predecessor Declarant (including their respective Affiliates, successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, Legal Costs), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Common Maintenance Areas and the collection of assessments.

## ARTICLE XVII CHANGES IN OWNERSHIP OF LOTS

Any Owner, other than Declarant or any Declarant Affiliate, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least 14 days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Notwithstanding the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations, until the date upon which the Board receives such notice, after which the original Owner shall be released from the obligation to pay assessments levied after the date such notice is received.

## ARTICLE XVIII CHANGES IN COMMON AREA

18.1. Condemnation. Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless, within 60 days after such taking, Members entitled to cast at least 75% of the total Class "A" votes and Declarant, during the Development and Sale Period, shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

18.2. Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

18.3. Transfer or Dedication of Common Area. The Association may convey, dedicate, or otherwise transfer portions of the Common Area to the CDD, the County or to any other local, state, or federal governmental or quasi-governmental entity, with the consent of at least two-thirds of the Owners and such approval as may be required by Section 15.9; however, any dedication or transfer of Limited Common Areas to the County or to any other governmental entity shall require the consent of 67% of the Owners entitled to use such Limited Common Area.

## ARTICLE XIX AMENDMENT OF DECLARATION

19.1. By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until the first conveyance of a Lot to a Person other than Declarant or a Builder, Declarant may unilaterally amend this Declaration for any purpose.

Thereafter and until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase, insure, or guarantee mortgage loans on the Lots; (iv) to satisfy the requirements of any local, state, or federal governmental agency; or (v) for any other purpose which does not materially adversely affect title to any Lot, unless the Owner of such Lot consents to such amendment.

19.2. By the Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least two-thirds ( $\frac{2}{3}$ ) of the Association's total Class "A" votes. In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment. The approval requirements set forth in Article XV also shall be met, if applicable.



Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

19.3. Approval by South Florida Water Management District. Notwithstanding Sections 19.1 and 19.2, any amendment to the Declaration that alters any provision relating to the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, or amendment to this Section 19.3, must have the prior approval of the SFWMD.

19.4. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

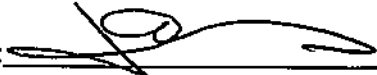
19.5. Exhibits. Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and this Article shall govern amendment of such exhibits. Exhibit "C" is incorporated by reference and may be amended as provided in Article III or pursuant to Sections 19.1 and 19.2. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration that refer to such exhibits.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year written below.

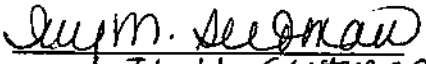
DECLARANT:

CENTEX HOMES, a Nevada general partnership

By: Centex Homes, a Nevada general partnership, managing member

By:   
David E. Abrams, Division President

April 22, 2002


  
Print Name: Ivy H. Seltman

  
Print Name: DENISE M. SCHEYER

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Declaration was acknowledged before me on this the 22<sup>nd</sup> day of April, 2001, by David E. Abrams, the Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership; who is personally known to me.

  
Notary Public State of Florida

[SEAL]

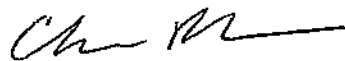


**JOINDER**

ISLES AT WESTON HOMEOWNERS' ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22<sup>nd</sup> day of April, 2002.

ISLES AT WESTON HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation



Candice Paulsen, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2002, by Candice Paulsen, Secretary of ISLES AT WESTON HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced his/her Florida State drivers license as identification, on behalf of the corporation.

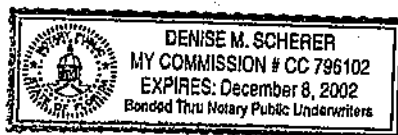


Notary Public, State of Florida

Print Name: \_\_\_\_\_

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

(Notary Seal)



**JOINDER**

RONALD M. BERGERON, SR., as Owner of Parcel 2 does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22<sup>nd</sup> day of April, 2002.

Name: Cheryl L.A. Freeman

By: Ronald M. Bergeron, Sr.

Name: [Signature]

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2002, by Ronald M. Bergeron, Sr., who is personally known to me or who has produced his/her Florida State drivers license as identification, on behalf of the corporation.

Notary Public, State of Florida  
Print Name: Cheryl L.A. Freeman  
My Commission Expires: CHERYL L.A. FREEMAN

(Notary Seal)

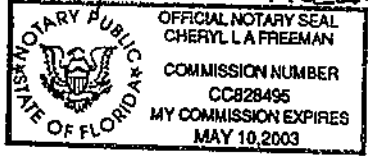


EXHIBIT "A"

Land Initially Submitted

ALL THOSE PARCELS OR PARCELS OF LAND shown on that certain plat of ISLES AT WESTON, recorded in Plat Book 171, at Pages 40 through 56 inclusive, of the Public Records of Broward County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended ("Plat").

Parcel 1:

PARCEL I  
ISLES AT WESTON

LEGAL DESCRIPTION

A PORTION OF THE ISLES AT WESTON, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 171, AT PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACTS 37, 38, 39, 40, 41 AND 42, TOGETHER WITH PORTIONS OF TRACTS 43, 44, 54, 55, AND 56, TOGETHER WITH THE ADJACENT 10.00 FOOT WIDE ROAD RIGHTS-OF-WAY AND A PORTION OF THE ADJACENT AREA LABELED "CANAL" IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, ALSO TOGETHER WITH ALL OF TRACTS 23, 24, 25, 26, 27, 28, 29, 30, 31 AND 32, TOGETHER WITH A PORTION OF TRACTS 17, 18, 19, 20, 21 AND 22, TOGETHER WITH THE ADJACENT 15.00 FOOT WIDE ROAD RIGHTS-OF-WAY IN THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALSO TOGETHER WITH A PORTION OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 50 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (P.O.B. NO. 1) AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 00°15'42" EAST, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1320.23 FEET; THENCE SOUTH 89°39'49" EAST, ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, A DISTANCE OF 2686.70 FEET; THENCE SOUTH 00°16'28" EAST, ALONG THE WEST LINE OF "ROSEWOOD SHORES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 157 AT PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 225.88 FEET; THENCE SOUTH 50°10'54" WEST, A DISTANCE OF 240.82 FEET; THENCE SOUTH 41°05'32" WEST, A DISTANCE OF 50.64 FEET; THENCE SOUTH 50°10'54" WEST, A DISTANCE OF 98.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3353.00 FEET AND A CENTRAL ANGLE OF 11°03'01", A DISTANCE OF 646.67 FEET (THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH THE NORTH LINE OF AN INGRESS-EGRESS AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 24191 AT PAGE 432 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA); THENCE SOUTH 28°46'05" EAST, ALONG A RADIAL LINE, A DISTANCE OF 94.00 FEET; THENCE SOUTH 74°13'17" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 29°40'28" EAST, A DISTANCE OF 70.06 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 17°27'26", A DISTANCE OF 129.49 FEET TO THE POINT OF

TANGENCY; THENCE SOUTH 47°07'54" EAST, A DISTANCE OF 724.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 46°24'20", A DISTANCE OF 141.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°43'34" EAST, A DISTANCE OF 1377.50 FEET; THENCE NORTH 88°50'23" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°43'34" EAST, ALONG THE WEST LINE OF THE "SECTORS 8, 9 AND 10 PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 2159.85 FEET; THENCE SOUTH 88°07'40" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL (C-11), AS RECORDED IN OFFICIAL RECORDS BOOK 6256 AT PAGE 381 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 634.99 FEET; THENCE SOUTH 88°13'58" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2022.08 FEET; THENCE NORTH 01°19'20" WEST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 4035.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

(A) COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 01°19'20" EAST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 257.86 FEET; THENCE NORTH 88°40'40" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 2); THENCE SOUTH 46°37'37" EAST ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 69.32 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 45°18'17", A DISTANCE OF 162.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°40'40" EAST, A DISTANCE OF 541.91 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 23°48'28" EAST; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 52°59'49", A DISTANCE OF 166.49 FEET; THENCE SOUTH 59°32'22" EAST, A DISTANCE OF 40.67 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 33°20'35", A DISTANCE OF 58.19 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 26°11'47" EAST, A DISTANCE OF 130.33 FEET; THENCE SOUTH 63°48'13" WEST, A DISTANCE OF 130.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 60°28'52" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 18°13'01", A DISTANCE OF 71.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 52°13'48", A DISTANCE OF 22.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 136°51'35", A DISTANCE OF 119.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 52°13'48", A DISTANCE OF 22.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 11°11'11", A DISTANCE OF 43.93 FEET TO THE POINT OF TANGENCY, THENCE SOUTH 88°40'40" WEST, A DISTANCE OF 513.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 117.81 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°19'20" EAST, A DISTANCE OF 530.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°40'40" EAST, A DISTANCE OF

300.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46", A DISTANCE OF 241.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°40'40" WEST, A DISTANCE OF 250.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°19'20" WEST, A DISTANCE OF 480.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°40'40" EAST, A DISTANCE OF 513.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 65°07'33", A DISTANCE OF 198.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 26°11'47" EAST, A DISTANCE OF 2.61 FEET; THENCE SOUTH 63°48'13" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 26°11'47" WEST, A DISTANCE OF 2.61 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 65°07'33", A DISTANCE OF 51.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°40'40" WEST, A DISTANCE OF 408.01 FEET; THENCE SOUTH 01°19'20" EAST, A DISTANCE OF 272.37 FEET; THENCE NORTH 80°27'26" EAST, A DISTANCE OF 177.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY, SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 218°46'44", A DISTANCE OF 687.31 FEET; THENCE SOUTH 88°40'40" WEST, ALONG A LINE NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 264.48 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 155.00 FEET AND A CENTRAL ANGLE OF 47°16'57", A DISTANCE OF 127.91 FEET; THENCE SOUTH 88°40'40" WEST, A DISTANCE OF 31.12 FEET; THENCE NORTH 08°32'39" WEST, A DISTANCE OF 79.56 FEET; THENCE NORTH 01°19'20" WEST, A DISTANCE OF 553.80 FEET; THENCE NORTH 01°36'19" EAST, A DISTANCE OF 195.81 FEET TO THE POINT OF BEGINNING.

AND

(B) COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 25; THENCE SOUTH 01°19'20" EAST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 308.54 FEET; THENCE NORTH 88°40'40" EAST, A DISTANCE OF 1638.32 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 3); THENCE NORTH 42°52'06" EAST, A DISTANCE OF 146.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 39°23'58", A DISTANCE OF 34.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 159°40'21", A DISTANCE OF 473.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 30°16'23", A DISTANCE OF 26.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°07'54" EAST, A DISTANCE OF 171.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE

SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 34°34'53", A DISTANCE OF 120.71 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 33°27'47", A DISTANCE OF 58.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 173°57'39", A DISTANCE OF 500.97 FEET; THENCE SOUTH 39°46'17" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 129.04 FEET; THENCE SOUTH 00°43'34" EAST, A DISTANCE OF 338.88 FEET; THENCE SOUTH 03°31'29" WEST, A DISTANCE OF 560.63 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 11°40'31", A DISTANCE OF 134.49 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°09'02" EAST, A DISTANCE OF 120.30 FEET; THENCE SOUTH 81°50'58" WEST, A DISTANCE OF 115.15 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 83°43'07" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 01°52'09", A DISTANCE OF 8.97 FEET TO THE POINT OF TANGENCY (SAID POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "A"); THENCE NORTH 08°09'02" WEST, A DISTANCE OF 111.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°40'31", A DISTANCE OF 157.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 03°31'29" EAST, A DISTANCE OF 544.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 29°19'03", A DISTANCE OF 166.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 74°46'17", A DISTANCE OF 65.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 180°28'29", A DISTANCE OF 157.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 74°46'17", A DISTANCE OF 65.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 18°00'56", A DISTANCE OF 102.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°44'24" WEST, A DISTANCE OF 75.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 595.00 FEET AND A CENTRAL ANGLE OF 27°36'30", A DISTANCE OF 286.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 47°07'54" WEST, A DISTANCE OF 212.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 42°52'06" EAST, A DISTANCE OF 180.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°07'54" EAST, A DISTANCE OF 212.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 43°35'39", A DISTANCE OF 277.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°16'27" EAST, A DISTANCE OF 38.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET



TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46", A DISTANCE OF 241.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°16'27" WEST, A DISTANCE OF 38.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 315.00 FEET AND A CENTRAL ANGLE OF 43°35'39", A DISTANCE OF 239.67 FEET TO THE POINT OF TANGENCY; THENCE NORTH 47°07'54" WEST, A DISTANCE OF 226.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'25", A DISTANCE OF 21.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 204°36'37", A DISTANCE OF 178.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 66°25'11", A DISTANCE OF 28.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 42°52'06" WEST, A DISTANCE OF 217.00 FEET; THENCE NORTH 47°07'54" WEST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

AND:

(C) COMMENCING AT THE AFORESAID REFERENCE POINT 'A"; THENCE SOUTH 84°01'32" WEST, A DISTANCE OF 50.04 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 4); THENCE SOUTH 81°50'58" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 08°09'02" WEST, A DISTANCE OF 109.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 940.00 FEET AND A CENTRAL ANGLE OF 11°40'31", A DISTANCE OF 191.55 FEET TO THE POINT OF TANGENCY; THENCE NORTH 03°31'29" EAST, A DISTANCE OF 544.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 78°15'53", A DISTANCE OF 218.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°44'24" WEST, A DISTANCE OF 75.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 27°36'30", A DISTANCE OF 366.21 FEET TO THE POINT OF TANGENCY; THENCE NORTH 47°07'54" WEST, A DISTANCE OF 237.57 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 49°19'09" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 02°11'15", A DISTANCE OF 6.68 FEET TO THE POINT OF TANGENCY; THENCE NORTH 42°52'06" EAST, A DISTANCE OF 83.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 47°07'54" EAST, A DISTANCE OF 212.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 27°36'30", A DISTANCE OF 310.80 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 74°44'24" EAST, A DISTANCE OF 75.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 78°15'53", A DISTANCE OF 375.64 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 03°31'29" WEST,

A DISTANCE OF 544.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 11°40'31", A DISTANCE OF 168.11 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°09'02" EAST, A DISTANCE OF 109.43 FEET TO THE POINT OF BEGINNING.

AND:

(D) COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 01°19'20" EAST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 1347.62 FEET; THENCE NORTH 88°40'40" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 5); THENCE NORTH 88°40'40" EAST, A DISTANCE OF 17.81 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 57°32'16" EAST; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 121°18'48", A DISTANCE OF 338.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 116°32'47", A DISTANCE OF 71.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 171°31'38", A DISTANCE OF 478.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 28°45'23" WEST, A DISTANCE OF 60.88 FEET; THENCE SOUTH 37°34'38" WEST, A DISTANCE OF 55.18 FEET; THENCE SOUTH 17°45'22" WEST, A DISTANCE OF 51.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 88°56'01" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4875.00 FEET AND A CENTRAL ANGLE OF 05°20'38", A DISTANCE OF 454.68 FEET TO THE POINT OF TANGENCY THENCE SOUTH 04°16'39" EAST, A DISTANCE OF 120.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 14°48'14", A DISTANCE OF 29.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 19°04'53" EAST, A DISTANCE OF 74.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 410.00 FEET AND A CENTRAL ANGLE OF 22°41'36", A DISTANCE OF 162.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 97°30'36", A DISTANCE OF 85.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 18°09'49", A DISTANCE OF 52.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 67°56'18" EAST, A DISTANCE OF 74.29 FEET; THENCE SOUTH 22°03'42" EAST, A DISTANCE OF 110.00 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "B"; THENCE SOUTH 67°56'18" WEST, A DISTANCE OF 74.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 51°13'09", A DISTANCE OF 245.83 FEET; THENCE NORTH 60°50'33" WEST, A DISTANCE OF 30.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 82°05'07", A DISTANCE OF 35.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 40°19'28", A DISTANCE OF 211.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 19°04'53" WEST, A DISTANCE OF 74.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 14°48'14", A DISTANCE OF 58.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 04°16'39" WEST, A DISTANCE OF 120.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE

HAVING A RADIUS OF 4985.00 FEET AND A CENTRAL ANGLE OF 05°29'37", A DISTANCE OF 477.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 26°15'13", A DISTANCE OF 126.01 FEET TO THE POINT OF TANGENCY; THENCE NORTH 27°28'11" EAST, A DISTANCE OF 29.66 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46", A DISTANCE OF 241.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°28'11" WEST, A DISTANCE OF 29.66 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 26°15'13", A DISTANCE OF 148.92 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5035.00 FEET AND A CENTRAL ANGLE OF 02°39'03", A DISTANCE OF 232.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE RIGHT; THENCE SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°26'02", A DISTANCE OF 39.02 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°59'56" WEST, A DISTANCE OF 170.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°32'52", A DISTANCE OF 39.51 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5255.00 FEET AND A CENTRAL ANGLE OF 04°34'39", A DISTANCE OF 419.84 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 51°19'03", A DISTANCE OF 22.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°13'18", A DISTANCE OF 241.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 44°57'51", A DISTANCE OF 19.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5305.00 FEET AND A CENTRAL ANGLE OF 07°27'44", A DISTANCE OF 690.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 04°16'39" EAST, A DISTANCE OF 254.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 42°37'15", A DISTANCE OF 18.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 275°55'52", A DISTANCE OF 240.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 53°18'37", A DISTANCE OF 23.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 04°16'39" WEST, A DISTANCE OF 245.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5255.00 FEET AND A CENTRAL ANGLE OF

01°43'44", A DISTANCE OF 158.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO RIGHT; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°32'52", A DISTANCE OF 39.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°59'56" EAST, A DISTANCE OF 170.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°26'02", A DISTANCE OF 39.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5035.00 FEET AND A CENTRAL ANGLE OF 01°42'37", A DISTANCE OF 150.30 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 04°16'39" EAST, A DISTANCE OF 120.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 14°48'14", A DISTANCE OF 71.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 19°04'53" EAST, A DISTANCE OF 74.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 77°37'47", A DISTANCE OF 338.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 58°32'54" WEST, A DISTANCE OF 105.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 76°02'39", A DISTANCE OF 33.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 184°41'46", A DISTANCE OF 161.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 74°55'33", A DISTANCE OF 32.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 26°08'40", A DISTANCE OF 102.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°19'20" EAST, A DISTANCE OF 715.25 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°44'22", A DISTANCE OF 89.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 69°30'58", A DISTANCE OF 30.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 177°58'06", A DISTANCE OF 155.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 69°30'58", A DISTANCE OF 30.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°46'10", A DISTANCE OF 89.95 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°13'58" EAST, A DISTANCE OF 83.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 05°41'20", A DISTANCE OF 52.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°32'38" EAST, A DISTANCE OF 79.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.00 FEET AND A CENTRAL ANGLE OF 12°01'34", A DISTANCE OF 228.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85°25'48" EAST, A DISTANCE OF 54.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 06°20'14", A DISTANCE OF 58.07 FEET TO THE

POINT OF TANGENCY; THENCE NORTH 88°13'58" EAST, A DISTANCE OF 86.62 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 27°11'40", A DISTANCE OF 299.02 FEET; THENCE SOUTH 19°44'51" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 111.22 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 27°34'57" WEST; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET AND A CENTRAL ANGLE OF 25°48'55", A DISTANCE OF 333.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°13'58" WEST, A DISTANCE OF 777.37 FEET; THENCE NORTH 87°18'01" WEST, A DISTANCE OF 26.23 FEET TO THE POINT OF CURVATURE CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 72°09'52", A DISTANCE OF 201.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 15°03'37" WEST, A DISTANCE OF 25.71 FEET; THENCE NORTH 01°19'20" WEST, A DISTANCE OF 1044.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 55°58'31", A DISTANCE OF 156.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 110°05'02", A DISTANCE OF 67.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 76°14'27", A DISTANCE OF 212.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 25°05'15", A DISTANCE OF 21.89 FEET TO THE POINT OF TANGENCY; THENCE NORTH 04°16'39" WEST, A DISTANCE OF 216.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5415.00 FEET AND A CENTRAL ANGLE OF 07°09'58", A DISTANCE OF 677.26 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 62°46'43" EAST; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 45°25'42", A DISTANCE OF 126.86 FEET; THENCE NORTH 01°19'20" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 35.49 FEET TO THE POINT OF BEGINNING.

AND:

(E) COMMENCING AT THE AFORESAID REFERENCE POINT 'B'; THENCE SOUTH 38°58'53" EAST, A DISTANCE OF 52.26 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 6); THENCE SOUTH 22°03'42" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 67°56'18" WEST, A DISTANCE OF 89.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 435.00 FEET AND A CENTRAL ANGLE OF 43°04'34", A DISTANCE OF 327.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 58°05'39", A DISTANCE OF 50.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 410.00 FEET AND A CENTRAL ANGLE OF 05°37'40", A DISTANCE OF 40.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 58°32'54" WEST, A DISTANCE OF 110.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 59°52'14", A DISTANCE OF 67.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°19'20" EAST, A DISTANCE OF 218.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 150°33'54", A DISTANCE OF 91.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE

RIGHT; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 200°10'46", A DISTANCE OF 559.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 40°22'03", A DISTANCE OF 35.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°55'29" WEST, A DISTANCE OF 104.54 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 09°14'49", A DISTANCE OF 58.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°19'20" EAST, A DISTANCE OF 102.66 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 05°59'53" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1260.00 FEET AND A CENTRAL ANGLE OF 11°42'30", A DISTANCE OF 257.48 FEET; THENCE NORTH 01°46'02" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 86.67 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 635.00 FEET AND A CENTRAL ANGLE OF 03°56'35", A DISTANCE OF 43.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02°10'33" EAST, A DISTANCE OF 57.49 FEET; THENCE NORTH 08°52'53" WEST, A DISTANCE OF 114.88 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 202°49'24", A DISTANCE OF 566.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 13°56'31" WEST, A DISTANCE OF 106.11 FEET; THENCE SOUTH 02°10'33" WEST, A DISTANCE OF 64.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 03°56'35", A DISTANCE OF 25.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°46'02" EAST, A DISTANCE OF 39.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 110°13'49", A DISTANCE OF 67.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 10°08'38", A DISTANCE OF 83.21 FEET; THENCE SOUTH 19°44'51" EAST, ALONG A NON-RADIAL LINE A DISTANCE OF 112.11 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 29°45'49" WEST; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 24°51'16", A DISTANCE OF 251.60 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°08'36", A DISTANCE OF 40.64 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°46'02" WEST, A DISTANCE OF 185.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 03°56'35", A DISTANCE OF 32.69 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02°10'33" EAST, A DISTANCE OF 145.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46", A DISTANCE OF 241.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°10'33" WEST, A DISTANCE OF 145.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00 FEET AND A CENTRAL



ANGLE OF 03°56'35", A DISTANCE OF 36.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°46'02" EAST, A DISTANCE OF 186.78 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°13'58" WEST, A DISTANCE OF 17.04 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 06°20'14", A DISTANCE OF 52.54 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°25'48" WEST, A DISTANCE OF 54.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1140.00 FEET AND A CENTRAL ANGLE OF 12°01'34", A DISTANCE OF 239.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°32'38" WEST, A DISTANCE OF 63.60 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 96°08'02", A DISTANCE OF 41.95 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°19'20" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 09°14'49", A DISTANCE OF 76.66 FEET TO THE POINT OF TANGENCY; THENCE NORTH 07°55'29" EAST, A DISTANCE OF 169.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 70°31'44", A DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 250°31'44", A DISTANCE OF 218.63 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°55'29" WEST, A DISTANCE OF 240.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 09°14'49", A DISTANCE OF 84.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°19'20" EAST, A DISTANCE OF 211.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°33'18", A DISTANCE OF 39.08 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°13'58" WEST, A DISTANCE OF 44.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°26'42", A DISTANCE OF 236.78 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°19'20" WEST, A DISTANCE OF 715.25 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 59°52'14", A DISTANCE OF 182.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 58°32'54" EAST, A DISTANCE OF 110.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 19°36'12", A DISTANCE OF 102.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 80°12'03", A DISTANCE OF 34.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 60°50'33" EAST, A DISTANCE OF 32.04 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 51°13'09", A DISTANCE OF 290.53 FEET TO THE POINT OF TANGENCY; THENCE NORTH 67°56'18" EAST, A DISTANCE OF 89.50 FEET TO THE POINT OF BEGINNING.

AND:

(F) SOUTHWEST 36TH STREET, AS DESCRIBED IN OFFICIAL RECORDS BOOK 24191 AT PAGE 432, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND:

(G) COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 01°19'20" EAST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 47.02 FEET; THENCE SOUTH 89°40'16" EAST, A DISTANCE OF 232.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3447.00 FEET AND A CENTRAL ANGLE OF 09°41'49", A DISTANCE OF 583.38 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 7); THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3447.00 FEET AND A CENTRAL ANGLE OF 07°48'02", A DISTANCE OF 469.30 FEET TO A POINT TO BE KNOWN HERINAFTER AS REFERENCE POINT "C" (THE LAST THREE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH LINE OF SAID S.W. 36TH STREET); THENCE SOUTH 28°36'12" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 17.17 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 16°57'53" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3459.00 FEET AND A CENTRAL ANGLE OF 05°56'04", A DISTANCE OF 358.28 FEET; THENCE SOUTH 86°37'53" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 100.89 FEET TO THE POINT OF BEGINNING.

AND:

(H) COMMENCING AT THE AFORESAID REFERENCE POINT "C", SAID POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 17°10'07" WEST; THENCE NORTHEASTERLY, ALONG SAID SOUTH LINE OF S.W. 36TH STREET, HAVING A RADIUS OF 3447.00 FEET AND A CENTRAL ANGLE OF 06°32'11", A DISTANCE OF 393.24 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 8); THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING SAID SOUTH LINE, HAVING A RADIUS OF 3447.00 FEET AND A CENTRAL ANGLE OF 05°03'47", A DISTANCE OF 304.60 FEET; THENCE SOUTH 74°13'17" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 42.09 FEET; THENCE SOUTH 29°40'28" EAST, A DISTANCE OF 12.00 FEET; THENCE NORTH 74°13'17" WEST, A DISTANCE OF 42.09 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 28°46'16" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3459.00 FEET AND A CENTRAL ANGLE OF 03°22'58", A DISTANCE OF 204.23 FEET; THENCE SOUTH 72°11'56" WEST, ALONG A NON-TANGENT LINE, A DISTANCE OF 102.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS ALL SITUATE, LYING AND BEING IN THE CITY OF WESTON, BROWARD COUNTY, FLORIDA, AND CONTAIN 245.970 ACRES, MORE OR LESS.

**Parcel 2:**

PARCEL II  
ISLES AT WESTON

LEGAL DESCRIPTION

**A PORTION OF THE ISLES AT WESTON, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 171, AT PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

A PORTION OF TRACTS 39, 40, 41, 42, AND 43, TOGETHER WITH THE ADJACENT 10.00 FOOT WIDE ROAD RIGHTS-OF-WAY AND A PORTION OF THE ADJACENT AREA LABELED "CANAL" IN THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 50 SOUTH,



RANGE 39 EAST, OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, ALSO TOGETHER WITH ALL OF TRACTS, 25, 26, 27, 28, 29, 30, 31 AND 32, TOGETHER WITH A PORTION OF TRACTS 17, 18, 19, 20, 21 AND 22, TOGETHER WITH THE ADJACENT 15.00 FOOT WIDE ROAD RIGHTS-OF-WAY IN THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, OF "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALSO TOGETHER WITH A PORTION OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 50 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 0119'20" EAST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 257.86 FEET; THENCE NORTH 8840'40" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 1); THENCE SOUTH 4637'37" EAST ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 69.32 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 4518'17", A DISTANCE OF 162.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8840'40" EAST, A DISTANCE OF 541.91 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 2348'28" EAST; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 5259'49", A DISTANCE OF 166.49 FEET; THENCE SOUTH 5932'22" EAST, A DISTANCE OF 40.67 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 3320'35", A DISTANCE OF 58.19 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 2611'47" EAST, A DISTANCE OF 130.33 FEET; THENCE SOUTH 6348'13" WEST, A DISTANCE OF 130.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 6028'52" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 1813'01", A DISTANCE OF 71.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 5213'48", A DISTANCE OF 22.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 13651'35", A DISTANCE OF 119.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 5213'48", A DISTANCE OF 22.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 1111'11", A DISTANCE OF 43.93 FEET TO THE POINT OF TANGENCY, THENCE SOUTH 8840'40" WEST, A DISTANCE OF 513.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 9000'00", A DISTANCE OF 117.81 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0119'20" EAST, A DISTANCE OF 530.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9000'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8840'40" EAST, A DISTANCE OF 300.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4811'23", A DISTANCE OF 21.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS

OF 50.00 FEET AND A CENTRAL ANGLE OF 27622'46", A DISTANCE OF 241.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4811'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 8840'40" WEST, A DISTANCE OF 250.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9000'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0119'20" WEST, A DISTANCE OF 480.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9000'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8840'40" EAST, A DISTANCE OF 513.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 6507'33", A DISTANCE OF 198.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 2611'47" EAST, A DISTANCE OF 2.61 FEET; THENCE SOUTH 6348'13" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 2611'47" WEST, A DISTANCE OF 2.61 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 6507'33", A DISTANCE OF 51.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 8840'40" WEST, A DISTANCE OF 408.01 FEET; THENCE SOUTH 0119'20" EAST, A DISTANCE OF 272.37 FEET; THENCE NORTH 8027'26" EAST, A DISTANCE OF 177.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY, SOUTHERLY, SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 21846'44", A DISTANCE OF 687.31 FEET; THENCE SOUTH 8840'40" WEST, ALONG A LINE NON-RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 264.48 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 155.00 FEET AND A CENTRAL ANGLE OF 4716'57", A DISTANCE OF 127.91 FEET; THENCE SOUTH 8840'40" WEST, A DISTANCE OF 31.12 FEET; THENCE NORTH 0832'39" WEST, A DISTANCE OF 79.56 FEET; THENCE NORTH 0119'20" WEST, A DISTANCE OF 553.80 FEET; THENCE NORTH 0136'19" EAST, A DISTANCE OF 195.81 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 25; THENCE SOUTH 0119'20" EAST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 308.54 FEET; THENCE NORTH 8840'40" EAST, A DISTANCE OF 1638.32 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 2); THENCE NORTH 4252'06" EAST, A DISTANCE OF 146.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 3923'58", A DISTANCE OF 34.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 15940'21", A DISTANCE OF 473.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 3016'23", A DISTANCE OF 26.42 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 4707'54" EAST, A DISTANCE OF 171.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 3434'53", A DISTANCE OF 120.71 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 3327'47", A DISTANCE OF 58.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE

NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 17357'39", A DISTANCE OF 500.97 FEET; THENCE SOUTH 3946'17" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 129.04 FEET; THENCE SOUTH 0043'34" EAST, A DISTANCE OF 338.88 FEET; THENCE SOUTH 0331'29" WEST, A DISTANCE OF 560.63 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 1140'31", A DISTANCE OF 134.49 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0809'02" EAST, A DISTANCE OF 120.30 FEET; THENCE SOUTH 8150'58" WEST, A DISTANCE OF 115.15 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 8343'07" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 0152'09", A DISTANCE OF 8.97 FEET TO THE POINT OF TANGENCY (SAID POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "A"); THENCE NORTH 0809'02" WEST, A DISTANCE OF 111.33 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 1140'31", A DISTANCE OF 157.92 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0331'29" EAST, A DISTANCE OF 544.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 2919'03", A DISTANCE OF 166.30 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 7446'17", A DISTANCE OF 65.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 18028'29", A DISTANCE OF 157.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 7446'17", A DISTANCE OF 65.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 1800'56", A DISTANCE OF 102.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 7444'24" WEST, A DISTANCE OF 75.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 595.00 FEET AND A CENTRAL ANGLE OF 2736'30", A DISTANCE OF 286.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 4707'54" WEST, A DISTANCE OF 212.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9000'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 4252'06" EAST, A DISTANCE OF 180.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9000'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 4707'54" EAST, A DISTANCE OF 212.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 4335'39", A DISTANCE OF 277.71 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8916'27" EAST, A DISTANCE OF 38.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4811'23", A DISTANCE OF 21.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 27622'46", A DISTANCE OF 241.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS

OF 25.00 FEET AND A CENTRAL ANGLE OF 48 11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 8916'27" WEST, A DISTANCE OF 38.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 315.00 FEET AND A CENTRAL ANGLE OF 4335'39", A DISTANCE OF 239.67 FEET TO THE POINT OF TANGENCY; THENCE NORTH 4707'54" WEST, A DISTANCE OF 226.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4811'25", A DISTANCE OF 21.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 20436'37", A DISTANCE OF 178.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 6625'11", A DISTANCE OF 28.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 4252'06" WEST, A DISTANCE OF 217.00 FEET; THENCE NORTH 4707'54" WEST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID REFERENCE POINT 'A"; THENCE SOUTH 8401'32" WEST, A DISTANCE OF 50.04 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 3); THENCE SOUTH 8150'58" WEST, A DISTANCE OF 115.00 FEET; THENCE NORTH 0809'02" WEST, A DISTANCE OF 109.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 940.00 FEET AND A CENTRAL ANGLE OF 1140'31", A DISTANCE OF 191.55 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0331'29" EAST, A DISTANCE OF 544.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 7815'53", A DISTANCE OF 218.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 7444'24" WEST, A DISTANCE OF 75.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 2736'30", A DISTANCE OF 366.21 FEET TO THE POINT OF TANGENCY; THENCE NORTH 4707'54" WEST, A DISTANCE OF 237.57 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 4919'09" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 0211'15", A DISTANCE OF 6.68 FEET TO THE POINT OF TANGENCY; THENCE NORTH 4252'06" EAST, A DISTANCE OF 83.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9000'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 4707'54" EAST, A DISTANCE OF 212.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 2736'30", A DISTANCE OF 310.80 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 7444'24" EAST, A DISTANCE OF 75.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 7815'53", A DISTANCE OF 375.64 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0331'29" WEST, A DISTANCE OF 544.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 1140'31", A DISTANCE OF 168.11 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0809'02" EAST, A DISTANCE OF 109.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 0119'20" EAST, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 1347.62 FEET; THENCE NORTH 8840'40" EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 4); THENCE NORTH 8840'40" EAST, A DISTANCE OF 17.81 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 5732'16" EAST; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 12118'48", A DISTANCE OF 338.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 11632'47", A DISTANCE OF 71.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 17131'38", A DISTANCE OF 478.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 2845'23" WEST, A DISTANCE OF 60.88 FEET; THENCE SOUTH 3734'38" WEST, A DISTANCE OF 55.18 FEET; THENCE SOUTH 1745'22" WEST, A DISTANCE OF 51.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 8856'01" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 4875.00 FEET AND A CENTRAL ANGLE OF 0520'38", A DISTANCE OF 454.68 FEET TO THE POINT OF TANGENCY THENCE SOUTH 0416'39" EAST, A DISTANCE OF 120.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 1448'14", A DISTANCE OF 29.71 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 1904'53" EAST, A DISTANCE OF 74.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 410.00 FEET AND A CENTRAL ANGLE OF 2241'36", A DISTANCE OF 162.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 9730'36", A DISTANCE OF 85.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 1809'49", A DISTANCE OF 52.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 6756'18" EAST, A DISTANCE OF 74.29 FEET; THENCE SOUTH 2203'42" EAST, A DISTANCE OF 110.00 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "B"; THENCE SOUTH 6756'18" WEST, A DISTANCE OF 74.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 5113'09", A DISTANCE OF 245.83 FEET; THENCE NORTH 6050'33" WEST, A DISTANCE OF 30.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 8205'07", A DISTANCE OF 35.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 4019'28", A DISTANCE OF 211.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 1904'53" WEST, A DISTANCE OF 74.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 1448'14", A DISTANCE OF 58.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0416'39" WEST, A DISTANCE OF 120.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4985.00 FEET AND A CENTRAL ANGLE OF 0529'37", A DISTANCE OF 477.97 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 2615'13", A DISTANCE OF 126.01 FEET TO THE POINT OF TANGENCY; THENCE NORTH 2728'11" EAST, A DISTANCE OF 29.66 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4811'23", A DISTANCE OF 21.03 FEET TO THE

POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 27622'46", A DISTANCE OF 241.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4811'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 2728'11" WEST, A DISTANCE OF 29.66 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 2615'13", A DISTANCE OF 148.92 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5035.00 FEET AND A CENTRAL ANGLE OF 0239'03", A DISTANCE OF 232.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE RIGHT; THENCE SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 8926'02", A DISTANCE OF 39.02 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 8759'56" WEST, A DISTANCE OF 170.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9032'52", A DISTANCE OF 39.51 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5255.00 FEET AND A CENTRAL ANGLE OF 0434'39", A DISTANCE OF 419.84 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 5119'03", A DISTANCE OF 22.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 27613'18", A DISTANCE OF 241.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4457'51", A DISTANCE OF 19.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5305.00 FEET AND A CENTRAL ANGLE OF 0727'44", A DISTANCE OF 690.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0416'39" EAST, A DISTANCE OF 254.79 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4237'15", A DISTANCE OF 18.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 27555'52", A DISTANCE OF 240.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 5318'37", A DISTANCE OF 23.26 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0416'39" WEST, A DISTANCE OF 245.43 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5255.00 FEET AND A CENTRAL ANGLE OF 0143'44", A DISTANCE OF 158.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO RIGHT; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9032'52", A DISTANCE OF 39.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8759'56" EAST, A DISTANCE OF 170.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 8926'02", A DISTANCE OF 39.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR



CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5035.00 FEET AND A CENTRAL ANGLE OF 0142'37", A DISTANCE OF 150.30 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0416'39" EAST, A DISTANCE OF 120.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 1448'14", A DISTANCE OF 71.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 1904'53" EAST, A DISTANCE OF 74.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 7737'47", A DISTANCE OF 338.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 5832'54" WEST, A DISTANCE OF 105.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 7602'39", A DISTANCE OF 33.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 18441'46", A DISTANCE OF 161.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 7455'33", A DISTANCE OF 32.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 2608'40", A DISTANCE OF 102.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0119'20" EAST, A DISTANCE OF 715.25 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 2544'22", A DISTANCE OF 89.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 6930'58", A DISTANCE OF 30.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 17758'06", A DISTANCE OF 155.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 6930'58", A DISTANCE OF 30.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 2546'10", A DISTANCE OF 89.95 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8813'58" EAST, A DISTANCE OF 83.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 0541'20", A DISTANCE OF 52.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8232'38" EAST, A DISTANCE OF 79.44 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1090.00 FEET AND A CENTRAL ANGLE OF 1201'34", A DISTANCE OF 228.79 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 8525'48" EAST, A DISTANCE OF 54.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 0620'14", A DISTANCE OF 58.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8813'58" EAST, A DISTANCE OF 86.62 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 2711'40", A DISTANCE OF 299.02 FEET; THENCE SOUTH 1944'51" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 111.22 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 27 34'57" WEST; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET AND A CENTRAL ANGLE OF 2548'55", A DISTANCE OF 333.42 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 8813'58" WEST, A DISTANCE OF 777.37 FEET; THENCE NORTH 8718'01" WEST, A DISTANCE OF 26.23 FEET TO THE POINT OF CURVATURE CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 7209'52", A DISTANCE OF 201.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 1503'37" WEST, A DISTANCE OF 25.71 FEET; THENCE NORTH 0119'20" WEST, A DISTANCE OF 1044.65 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 5558'31", A DISTANCE OF 156.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 11005'02", A DISTANCE OF 67.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 7614'27", A DISTANCE OF 212.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 2505'15", A DISTANCE OF 21.89 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0416'39" WEST, A DISTANCE OF 216.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5415.00 FEET AND A CENTRAL ANGLE OF 0709'58", A DISTANCE OF 677.26 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 6246'43" EAST; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 45 25'42", A DISTANCE OF 126.86 FEET; THENCE NORTH 0119'20" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 35.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID REFERENCE POINT "B"; THENCE SOUTH 3858'53" EAST, A DISTANCE OF 52.26 FEET TO THE POINT OF BEGINNING (P.O.B. NO. 5); THENCE SOUTH 2203'42" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 6756'18" WEST, A DISTANCE OF 89.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 435.00 FEET AND A CENTRAL ANGLE OF 4304'34", A DISTANCE OF 327.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 58 05'39", A DISTANCE OF 50.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 410.00 FEET AND A CENTRAL ANGLE OF 0537'40", A DISTANCE OF 40.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 5832'54" WEST, A DISTANCE OF 110.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 5952'14", A DISTANCE OF 67.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0119'20" EAST, A DISTANCE OF 218.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 15033'54", A DISTANCE OF 91.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 20010'46", A DISTANCE OF 559.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 4022'03", A DISTANCE OF 35.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0755'29" WEST, A DISTANCE OF 104.54 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 0914'49", A DISTANCE OF



58.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0119'20" EAST, A DISTANCE OF 102.66 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 0559'53" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1260.00 FEET AND A CENTRAL ANGLE OF 1142'30", A DISTANCE OF 257.48 FEET; THENCE NORTH 0146'02" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 86.67 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 635.00 FEET AND A CENTRAL ANGLE OF 0356'35", A DISTANCE OF 43.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0210'33" EAST, A DISTANCE OF 57.49 FEET; THENCE NORTH 0852'53" WEST, A DISTANCE OF 114.88 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 20249'24", A DISTANCE OF 566.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 1356'31" WEST, A DISTANCE OF 106.11 FEET; THENCE SOUTH 0210'33" WEST, A DISTANCE OF 64.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF 0356'35", A DISTANCE OF 25.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0146'02" EAST, A DISTANCE OF 39.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 11013'49", A DISTANCE OF 67.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 1008'38", A DISTANCE OF 83.21 FEET; THENCE SOUTH 1944'51" EAST, ALONG A NON-RADIAL LINE A DISTANCE OF 112.11 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 29 45'49" WEST; THENCE SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 2451'16", A DISTANCE OF 251.60 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9308'36", A DISTANCE OF 40.64 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0146'02" WEST, A DISTANCE OF 185.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 0356'35", A DISTANCE OF 32.69 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0210'33" EAST, A DISTANCE OF 145.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4811'23", A DISTANCE OF 21.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 27622'46", A DISTANCE OF 241.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 4811'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0210'33" WEST, A DISTANCE OF 145.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 0356'35", A DISTANCE OF 36.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0146'02" EAST, A DISTANCE OF 186.78 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9000'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 8813'58" WEST, A DISTANCE OF 17.04 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 0620'14", A DISTANCE OF 52.54 FEET TO THE POINT OF TANGENCY; THENCE NORTH 8525'48" WEST, A DISTANCE OF 54.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE

LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1140.00 FEET AND A CENTRAL ANGLE OF 1201'34", A DISTANCE OF 239.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 8232'38" WEST, A DISTANCE OF 63.60 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 9608'02", A DISTANCE OF 41.95 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0119'20" WEST, A DISTANCE OF 206.92 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 09 14'49", A DISTANCE OF 76.66 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0755'29" EAST, A DISTANCE OF 169.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 7031'44", A DISTANCE OF 30.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 25031'44", A DISTANCE OF 218.63 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0755'29" WEST, A DISTANCE OF 240.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 0914'49", A DISTANCE OF 84.73 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0119'20" EAST, A DISTANCE OF 211.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, SOUTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 8933'18", A DISTANCE OF 39.08 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 8813'58" WEST, A DISTANCE OF 44.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 9026'42", A DISTANCE OF 236.78 FEET TO THE POINT OF TANGENCY; THENCE NORTH 0119'20" WEST, A DISTANCE OF 715.25 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 5952'14", A DISTANCE OF 182.86 FEET TO THE POINT OF TANGENCY; THENCE NORTH 5832'54" EAST, A DISTANCE OF 110.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 1936'12", A DISTANCE OF 102.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 8012'03", A DISTANCE OF 34.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 6050'33" EAST, A DISTANCE OF 32.04 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 5113'09", A DISTANCE OF 290.53 FEET TO THE POINT OF TANGENCY; THENCE NORTH 6756'18" EAST, A DISTANCE OF 89.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF WESTON, BROWARD COUNTY, FLORIDA

**EXHIBIT "B"**

**Land Subject to Annexation**

Any parcel of land located within a one mile radius of the perimeter boundaries of the above-described property or the property described on Exhibit "A."

**Note to clerk and title examiners:**

**This Declaration is not intended to create an encumbrance on title to the property described on this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplemental Declaration in accordance with Article IX.**

## EXHIBIT "C"

### Initial Use Restrictions

The following restrictions shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to Article III of the Declaration.

1. General. The properties submitted to this Declaration shall be used only for residential, recreational, and related purposes consistent with this Declaration and any Supplemental Declaration. Such purposes may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibit "A" or "B", offices for any property manager retained by the Association, business offices for Declarant and the Association, and public facilities.

2. Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, Declarant or the Board of Directors:

(a) Parking of any vehicles on private streets or thoroughfares; and parking of commercial vehicles or equipment, mobile homes, campers and similar recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with commercial writing on their exteriors or vehicles primarily used, designed, or registered for a commercial purpose, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies; and

(b) Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot (not to exceed three animals); however, those pets which roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and the person walking the dog shall clean up after it. Pets shall be registered, licensed, and inoculated as required by law. Under no circumstances shall any pit bull dog be permitted in the Community. No pit bull dogs shall be permitted as a pet in any unit under any circumstances, nor shall any pit bull dogs be permitted within the Community; and

(c) Any activity which emits foul or obnoxious odors outside the Lot or creates an unreasonable level of noise or other conditions which tend, in the Board's judgment, to unreasonably disturb the peace or threaten the safety of the occupants of other Lots (this paragraph shall not preclude normal and customary use of power tools, lawn mowers, and other yard maintenance equipment); and

(d) Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation; and

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy or noisy condition to exist outside of enclosed structures on the Lot; and

(f) Any noxious or offensive activity which in the determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots; and

(g) Outside burning of trash, leaves, debris, or other materials, except during the

normal course of constructing a dwelling on a Lot; and

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable source of annoyance, as the Board may determine, to occupants of other Lots, except alarm devices used exclusively for monitoring purposes; and

(i) Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff; and

(j) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers; and

(k) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; however, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent; and

(l) Discharge of firearms; provided, no Association director, officer, employee or managing agent shall have any duty to become physically involved to stop such discharge; and

(m) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for the operation of lawn mowers, pool, spa and hot tub heaters, and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV; and

(n) Any yard sale, garage sale, moving sale, rummage sale, or similar activity, except on such dates as the Board may designate for such activities to be conducted on a community-wide basis; and

(o) Capturing, trapping, or killing of wildlife within the Community except in circumstances posing an imminent threat to the safety of persons in the Community; and

(p) Any activities by persons other than Declarant which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community, (except as may be approved pursuant to Article IV), or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution; and

(q) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article IV, or use of any garage for storage or other purposes which preclude its use for parking of that number of vehicles for which it was originally designed; and

(r) Operation of motorized vehicles other than mowing equipment on pathways or trails maintained by the Association; and

(s) Swimming, boating, use of personal flotation devices, or other active use of ponds, streams, or other bodies of water within the Community except that Declarant, its successors and assigns, shall be permitted to draw water from ponds, streams, and other bodies of water within the Community for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Community; and

(t) Entry onto any Lot or maintenance or other easement to access any lake, pond, preserve, wetland or similar area within the Community, except that the Owner and occupants of a Lot abutting any such area may access such area at points along the common boundary between such Owner's Lot and such area (but shall not enter onto other Lots or portions of any maintenance or other easement

abutting any other Lot) and the authorized agents, employees, contractors, and designees of the Declarant or the Association may enter upon any Lot or maintenance or other easement for the purpose of gaining access to any such area; and

(u) Any construction, erection, placement, or modification of any structure or thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, all signs, fences, basketball hoops, swing sets and similar sports and play equipment; children's play houses; clothes hanging devices; garbage cans; woodpiles; swimming pools, spas, and hot tubs; air conditioners; tanks; solar energy devices; docks, piers and similar structures; and landscaping, hedges, walls, mailboxes, dog runs, animal pens, or fences of any kind; satellite dishes and antennas, except that:

(i) an antenna

(A) designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or

(B) designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(C) designed to receive television broadcast signals;

("Permitted Antenna") shall be permitted in rear yards of Lots or, if necessary to receive an acceptable quality signal, in side yards or front yards, in that order of preference; provided, unless prohibited by applicable law, any installation in the front yard of a Lot shall be subject to review and approval pursuant to Article IV of the Declaration, which review shall be completed within seven days of receipt of the application for review. The Reviewer or the Architectural Guidelines may impose requirements as to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Community, should any master system or systems be utilized by the Association and require such exterior apparatus; and

(ii) a reasonable number of holiday and religious lights and decorations may be displayed on a Lot for up to 30 days prior to a publicly observed holiday or religious observance and up to 30 days thereafter without prior approval, subject to the right of the Association or Declarant to require removal of any such decorations which it deems to (A) be excessive in number, size, or brightness, relative to other Lots in the area; (B) draw excessive attention or traffic; or (C) unreasonably interfere with the use and enjoyment of neighboring properties. The Association shall have the right, upon 30 days prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence; and

(iii) one country flag not exceeding 48" x 72" in size and one decorative flag not exceeding 36" x 60" in size may be hung without prior approval from flagpoles not exceeding 72" in length or 2" in diameter, mounted on the exterior facade of the dwelling at a location approved pursuant to Article IV of the Declaration;

(v) picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on the Lot or any vehicle, apparatus or otherwise within public view in the Community, which tends to vilify, ridicule, denigrate, or impugn the character of Declarant, the Association, their respective officers, directors or employees, or any Owner or resident of the Community. Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech; and

(w) any activity which generates a level of noise audible to occupants of other Lots while inside their dwellings (including, without limitation, lawn maintenance, recreational activities, games, parties, music, and other activities conducted outdoors or on porches or decks) between the hours of 11:00 p.m. and 8:00 a.m., except that during the construction of dwellings on the Lots, Declarant and builders may commence construction activities within the Community at 7:00 a.m.

(x) Landscaping. Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Lawns must be properly maintained (not to exceed six (6) inches in height).

(y) Exterior Finish. All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling or other material acceptable to the ARC. No unpainted concrete block surfaces shall be visible on any exterior wall. Notwithstanding the foregoing, the ARC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

(z) Chimneys. All fireplace flues, smoke stacks and spark arresters shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ARC.

(aa) Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

(bb) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

(cc) Mail Boxes. Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ARC. If the Postal Service requires the use of cluster type mailboxes, such mailboxes shall be erected and maintained by the Association within the right-of-way of the Private Streets or on other Common Property and Limited Common Property at locations required or approved by the Postal Service. If the Postal Service provides door-to-door delivery service, each Owner shall be responsible for erecting and maintaining the Owner's mail box in accordance with Postal Service regulations, subject to approval of the ARC of any deviation from the original mail box installed by the Declarant.

(dd) Maintenance of Premises and Landscaping. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot. All lawns, landscaping and irrigation systems, and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas, with underground irrigation systems, to the pavement edge of any abutting streets and to the water line of any abutting lakes, canals or water bodies. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan.

(ee) No Interference With Completion. Neither the ARC nor any Owner shall interfere with Declarant's completion and sale of the Units.

(ff) Hurricane Shutters. Any hurricane or other protective devices visible from outside a Unit shall be of a type approve by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise.

(gg) Fences, Walls, Hedge. No fence, walls, or hedge shall be erected or maintained on any Lot except for (1) fences, walls, and hedges erected in conjunction with model homes or sales offices, (2) Common Areas or Limited Common Areas walls, fences, hedges, or buffering or screening structures, landscaping or improvements erected by the Declarant or the Association, (3) fences, walls, and hedges erected by the Declarant as part of the original architecture of the Unit to which they are appurtenant and in compliance with the plans and specifications therefor approved by the Declarant or the ARC, or (4) fences, walls, hedges or enclosures for swimming pools in compliance with local or state ordinances and laws, subject to approval by the ARC pursuant to Article 8, or (5) subject to approval by the ARC pursuant to Article 8, wood shadowbox fences, and aluminum picket rail fences situate on rear Lot lines and side Lot lines and hedges; provided, that no such fence or hedge shall exceed a height of six (6) feet measured from ground level; and no fence shall be permitted on the lot side adjacent to a street unless such fence is screened by a landscape hedge approved by the ARC. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(hh) Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas or Limited Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas or Limited Common Areas, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Community, and (e) design of any portion of the Community. Each such person also expressly indemnifies and agrees to hold harmless Declarant, Association, and all employees, directors, representatives, officers, and agents of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas or Limited Common Areas, including without limitation, for reasonable attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and Limited Common Areas, including without limitation, all water bodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, SNAKES, RACCOONS, DEER, SWINE, TURKEYS, AND FOXES. DECLARANT AND ASSOCIATION, SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

3. Prohibited Conditions. The following shall be prohibited in the Community:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community;

(b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community, except that Declarant, its designees, and the Association shall have the right to draw water from such sources.




**EXHIBIT "D"**

**Articles of Incorporation of Isles At Weston Homeowners Association, Inc.**

**(Attached)**

# State of Florida



Department of State

I certify from the records of this office that ISLES AT WESTON HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 15, 2001.

The document number of this corporation is N01000005797.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 201A00050074-090501-N01000005797-1/1, noted below.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifth day of September, 2001

Authentication Code: 201A00050074-090501-N01000005797-1/1



CR2EO22 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State

# State of Florida



Department of State

I certify from the records of this office that ISLES AT WESTON HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 15, 2001.

The document number of this corporation is N01000005797.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 801A00046868-081601-N01000005797-1/1, noted below.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixteenth day of August, 2001

Authentication Code: 801A00046868-081601-N01000005797-1/1



CR2E022 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

August 16, 2001

ISLES AT WESTON HOMEOWNERS' ASSOCIATION, INC.  
8198 JOG ROAD, SUITE 200  
BOYNTON BEACH, FL 33437

The Articles of Incorporation for ISLES AT WESTON HOMEOWNERS' ASSOCIATION, INC. were filed on August 15, 2001, and assigned document number NO1000005797. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H01000090436.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Neysa Culligan  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 801A00046868

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION**

**OF**

**ISLES AT WESTON HOMEOWNERS' ASSOCIATION, INC.,  
a Florida corporation, Not-for-Profit**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned persons do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not-for-profit, the articles of incorporation of which read as follows. All capitalized words or phrases used herein shall have the meanings herein ascribed, and if not defined in this instrument, such capitalized words or phrases shall have the meanings given in the Declaration of Covenants, Conditions and Restrictions for The Isles At Weston and The Isles At Weston Homeowners' Association, Inc., hereinafter identified.

**ARTICLE I**

**NAME**

The name of the corporation is **The Isles At Weston Homeowners' Association, Inc.**, hereinafter referred to as the "Association" or the "Homeowners' Association".

**ARTICLE II**

**PRINCIPAL OFFICE**

The principal office of the Association is located at 8198 Jog Road, Suite 200, Boynton Beach, Florida 33437.

**ARTICLE III**

**REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be at 8198 Jog Road, Suite 200, Boynton Beach, Florida 33437 with the privilege of having its office and branch offices at other places within or without the State of Florida. The registered agent at that address shall be CENTEX REAL ESTATE CORPORATION (herein referred to as "Centex").

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, directors or officers and the specific purposes for which it is

formed are to provide for the ownership, operation, maintenance and preservation of the Common Area, Area of Common Responsibility, and for the maintenance and improvement of any easements granted to the Association within the lands identified as Isles At Weston Homeowners' Association (the "Association Properties") pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Isles At Weston and The Isles At Weston Homeowners' Association, Inc., recorded in the Public Records of Broward County, Florida, (hereinafter called the "Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles. The Association is formed to promote the health, safety and welfare of its members and the residents within the Association Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration which is hereby incorporated into this instrument as is fully reproduced herein;

(b) Fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of the votes of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any Public Agency or authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication or transfer shall only be effective with the assent of two-thirds (2/3) of the votes of each class of Members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of each class of Members; and

(g) Purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the Common Area and Area of Common Responsibility and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and Owners, repair and replacement of the Common Area and Area of Common Responsibility with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including but not limited to the making of assessments,

promulgation of rules and execution of contracts on behalf of the Association;

(h) Have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not for profit law of the State of Florida, by law may now or hereafter have to exercise.

## ARTICLE V

### MEMBERSHIP

Section 5.1. Every Owner of a Lot or Unit within the lands subjected to the Declaration (as defined in the Declaration), including Declarant, shall be a Member of the Association. Memberships in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

Section 5.2. There shall be two (2) classes of Members as follows:

- (a) Class A Members. Class A Members shall be all Owners with the exception of Declarant.
- (b) Class B Members. The Class B Member shall be Declarant or its specifically designated (in writing) successor who shall remain a member so long as it owns a Lot or Unit subject to the Declaration; provided that the Class B membership shall cease and be converted to Class A membership as set forth in Section 6.3 hereof.

## ARTICLE VI

### VOTING RIGHTS

Section 6.1 Members of the Association shall be allocated votes as follows:

Class A. Each Class A Member shall be entitled to one vote for each Lot or Unit owned. For the purposes of determining voting rights, each Lot or Unit owned by a Class A Member shall be deemed entitled to one (1) vote regardless of the number of persons sharing common ownership interests.

Class B. The Class B Member shall be allocated three (3) votes for each Lot or Unit owned by it within the Association Property; provided, that at such time as the Class B membership shall cease and become converted to Class A membership as set forth in Section 6.3, the Declarant shall have one vote for each Unit or Lot owned by it within the Association Property.

Section 6.2. When any Unit or Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it, or a copy thereof, is filed with the secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote allocated to any Unit or Lot (including

Units or Lots owned by the Declarant) may not be divided or cast in any fraction, and the vote of each official representative shall be considered to represent the will of all the Owners of that Lot or Unit. If the Owners fail to designate their official representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owner(s). Upon such notification no affected Owner may vote until the Owner(s) appoint their official representative pursuant to this paragraph.

**Section 6.3.** The Declarant's Class B membership status shall continue, and shall be in effect, during the period from the inception of the Declaration until either (1) seven (7) years from the date the Declaration is recorded; or (2) five (5) years after the date of recording of the last Supplemental Declaration annexing additional property into the Association, whichever event, (1) or (2) occurs later; or (3) upon recording of a voluntary written notice executed by the Declarant or its duly authorized successor or assignee electing to convert its Class B status to Class A; or (4) in any event, ninety (90) days after the conveyance of ninety (90%) percent of the Lots in the Property that will ultimately be operated by the Association have been converted to Class A status, whichever event, (1), (2), (3) or (4), occurs first; provided however, that if Class B status is converted to Class A pursuant to clause (4) and, subsequent to such event, the Declarant annexes additional Lots to the Property which annexation causes the number of Lots or Units owned by the Declarant in the Property to exceed ten percent (10%) of the total number of Lots and Units within the Property, Declarant's Class B status shall be restored as to all Lots and Units within the Property then owned by Declarant, and shall continue until the next occurrence of an event of conversion described above.

**Section 6.4.** The Declarant shall have the right to partially assign its status as Declarant and Class B Member by recorded instrument executed by the original Declarant and acknowledged and accepted by the assignee Declarant to any person or entity acquiring any portion of the Property, or adjacent lands eligible for annexation into the Property, for the purpose of development of a residential subdivision consistent with the Master Plan, and any such assignee shall thereafter be deemed to be the Declarant as to the Lots or Units owned by such person or entity, and shall have the right to exercise all of the rights and powers of the Declarant as to such Lots and Units, while, at the same time, the original Declarant shall continue to exercise the rights and powers of the Declarant as to all Lots and Units owned by such original Declarant. If any action of the Association, requires the approval, consent or vote of the Declarant, and the original Declarant has partially assigned its rights as Declarant to others pursuant to this paragraph, the consent or vote of all such Declarants shall be required to satisfy the requirement of consent by the Declarant.

**ARTICLE VII**

**BOARD OF DIRECTORS**

**Section 7.1.** The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

**NAME**

**ADDRESS**



Dave Abrams 8198 Jog Road, Suite 200  
Boynton Beach, Florida 33437

Drew Herndon 8198 Jog Road, Suite 200  
Boynton Beach, Florida 33437

Candice Paulsen 8198 Jog Road, Suite 200  
Boynton Beach, Florida 33437

Section 7.2. The affairs of the Association shall be managed by a Board of Directors as provided in and subject to the requirements of Article IV the Bylaws. Such Board of Directors shall consist of an odd number of directors with a minimum of at least three (3) directors and a maximum of no more than seven (7) directors. Directors need not be Members of the Association and need not be residents of the Association Property. Each Director shall serve for a term from the date of the meeting at which he or she is elected until the next annual meeting subject to the provisions governing resignation, death, disability, removal and replacement set forth in the Declaration, Bylaws and this instrument.

**ARTICLE VIII**

**AMENDMENTS**

Section 8.1. **Proposal.** An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his or her absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments.

Section 8.2. **Notice.** It shall be the duty of the Secretary to give each Member written notice of such meeting, stating the proposed amendment or amendments in reasonably detailed form, which notice shall be prepared by and at the expense of the Association and mailed by the Association or presented personally to each Member not less than thirty (30) days nor more than sixty (60) days before the date set for the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his or her post office address as it appears on the records of the Association, with postage thereupon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. The notice shall also contain a copy of a proxy that can be cast in lieu of attendance at the meeting. If the Association has, or is planned to have, 250 Members or less - the quorum for any such meeting shall be no less than 20% of the total number of votes. If the Association has, or is planned to have, more than 250 Members but less than 1000 Members - the quorum for any such meeting shall be no less than 10% of the total number of votes. If the Association has, or is planned to have, more than 1000 Members - the quorum for any such meeting shall be no less than 5% of the total number of votes. The foregoing requirements are minimum requirements, however, more stringent requirements imposed elsewhere in these Articles of

Incorporation or in the Declaration, or pursuant to applicable laws or regulations shall supersede the requirements contained in this Section and the Association shall be bound by such more restrictive requirements as if fully reproduced herein.

**Section 8.3. Resolution.** At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any member of the Board of Directors of the Association, or by any Member of the Association, present in person or by proxy. The approval of a resolution for the adoption of a proposed amendment to these Articles of Incorporation shall require the affirmative vote of a majority of the members of the Board of Directors of the Association.

**Section 8.4. Approval.** Amendments may be approved by the Members, after receipt of notice as set forth above, either (1) by the affirmative vote of at least 67% of the Class A Members (i.e. all Members except the Declarant who retains Class B status) who are present, in person or by proxy, and voting at a meeting called as described in the notice and conducted by the Association at which a quorum is present, and the vote of the Declarant, or (2) by the written consent of at least 67% of all Class A Members and the Declarant (if the Declarant then retains Class B status) to any action taken in lieu of a meeting. In addition to the approval of the Members and the Declarant set forth above, the following conditions shall apply:

(a) Any Material Amendment or Extraordinary Action (as defined in the Declaration) that changes the rights of any specific class of Members (i.e. Class A or Class B) must also be approved either (1) by the affirmative vote of at least 51% of the Members of such Class who are present, in person or by proxy, and voting at meetings called as described in the required notice at which a quorum of such Class of Members is present, or (2) by the written consent of at least 51% of all Members of such Class to any action taken in lieu of a meeting.

(b) Any Material Amendment or Extraordinary Action proposed during the period in which the Declarant retains its Class B status must also be approved by the Federal Housing Administration ("FHA"), and the Department of Veterans Affairs ("VA") if any Unit within the Property has been financed by a mortgage insured by FHA or guaranteed by VA. The Association shall deliver written notice of the proposed Material Amendment or Extraordinary Action to the FHA and VA simultaneously with its notice to the Members. If the FHA or VA fails to deliver written notice to the Association of its objection to the proposed Material Amendment or Extraordinary Action within 30 days after receipt of the notice, FHA and VA will be deemed to have approved the matters contained in the notice, and the Association shall be entitled to record an affidavit signed by an authorized officer averring that written notice was delivered to the FHA and VA and no objection was timely received from such agencies.

Notwithstanding the foregoing, during the period in which the Declarant retains the status of the Class "B" Member, the Declarant shall have the right to amend these Articles of Incorporation, without the necessity of joinder by the Members or any other persons or entities, to make non-substantial changes that do not materially or adversely affect the interests of other Members or other affected parties, and to clarify any ambiguities or conflicts, or correct any scrivener's errors in these Articles of Incorporation.

**Section 8.5. Limitation.** No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of Members, nor any changes in the provisions of Article IV hereof, without approval of sixty-seven percent (67%) of the votes of each class of Members and the joinder of all Eligible Holders of mortgages upon Units. No amendment shall be made that is in conflict

with the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or the designated successor of the Declarant, unless the Declarant or such successor shall join in the execution of the amendment.

**Section 8.6. Recording.** Any amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles of Incorporation shall be recorded in the Public Records of Broward County, Florida.

## ARTICLE IX

### OFFICERS

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of Members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the Officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

PRESIDENT -	David Abrams
VICE PRESIDENT -	Drew Herndon
SECRETARY/TREASURER -	Candace Paulsen

## ARTICLE X

### INDEMNIFICATION

**Section 10.1. Indemnity.** The Association shall indemnify, defend, and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer or agent of the Association, against expenses (including reasonable attorneys fees and reasonable appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, has no reasonable cause to believe his or her conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct

was unlawful.

**Section 10.2. Expenses.** To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including reasonable attorneys' fees and reasonable appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

**Section 10.3. Approval.** Any indemnification under Section 10.1 above (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Directors, officers, employees or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the Members.

**Section 10.4. Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article X.

**Section 10.5. Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of (but shall be in addition to) any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

**Section 10.6. Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

**ARTICLE XI**

**BYLAWS**

The first Bylaws of the Association will be adopted by the Directors named herein, and may be altered, amended, or rescinded in the manner provided by said Bylaws. Any Bylaws adopted by the Board of Directors shall be consistent with these Articles.

**ARTICLE XII**

**TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS  
ARE INTERESTED**

Section 12.1. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, or Association, or other organization in which one or more of its Directors or officers are Directors or officers have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction.

Section 12.2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**ARTICLE XIII**

**SUBSCRIBER**

The name and address of the subscriber to these Articles of Incorporation is:

Centex Homes  
8198 Jog Road, Suite 200  
Boynton Beach, Florida 33437

**ARTICLE XIV**

**DISSOLUTION**

The Association may be dissolved with the assent given by not less than two-thirds ( $\frac{2}{3}$ ) of the votes of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be disposed of or transferred to another association or appropriate public agency having similar purposes. Dissolution of the Association shall be deemed an Extraordinary Action and shall be subject to the provisions of these Articles of Incorporation and the Declaration governing Extraordinary Actions.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 15<sup>th</sup> day of August, 2001.

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION, a Nevada corporation, managing general partner

*Denise M. Scherer*  
Print Name: Denise M. Scherer

By: *Trent Bass*  
Trent Bass, Division President

*Rosanne M. Mappa*  
Print Name: ROSANNE MAPPA

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2001, by Trent Bass, Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of the corporation. Said person did not take an oath and is personally known to me.

*Denise M. Scherer*  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Notary Seal]



**CERTIFICATE DESIGNATING PLACE OF BUSINESS  
FOR SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

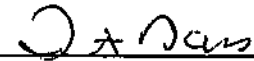
Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That, **The Isles At Weston Homeowners' Association, Inc.**, desiring to organize under the laws of the State of Florida, with its principal offices at 8198 Jog Road, Suite 200, Boynton Beach, Florida 33437 has named Centex Real Estate Corporation, whose office is located at 8198 Jog Road, Suite 200, Boynton Beach, Florida 33437 as its agent to accept service of process within the State.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, Centex Real Estate Corporation hereby accepts to act in this capacity, and agrees to comply with the provisions of said Act relative to keeping open said office.

CENTEX REAL ESTATE CORPORATION, a Nevada corporation

By:   
Trent Bass, Division President

**EXHIBIT "E"**

**By-Laws of Isles At Weston Homeowners Association, Inc.**

**BY-LAWS  
OF  
THE ISLES OF WESTON  
HOMEOWNERS ASSOCIATION, INC.**

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**BY-LAWS  
OF  
THE ISLES OF WESTON HOMEOWNERS ASSOCIATION, INC.**

**Article I      Name, Principal Office, and Definitions**

**1.1. Name.** The name of the corporation is The Isles of Weston Homeowners Association, Inc. (the "Association").

**1.2. Principal Office.** The Association's principal office shall be located in the State of Florida. The Association may have other offices, either within or outside Florida, as the Board of Directors determines or as the Association's affairs require.

**1.3. Definitions.** The words used in these By-Laws shall have their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for The Isles At Weston, as it may be amended ("Declaration"), unless the context indicates otherwise. The interpretation of certain references, as set forth in Section 2.2 of the Declaration, shall also apply to the words used in these By-Laws.

**Article II      Membership: Meetings, Quorum, Voting, Proxies**

**2.1. Membership.** The Association initially shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration. Provisions of the Declaration pertaining to membership are incorporated by this reference.

**2.2. Change of Membership.** Change of membership in the Association shall be established by recording a deed or other instrument conveying record fee title to any Lot. The grantee named in such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall terminate. The new Owner shall not be entitled to voting privileges until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot acquired.

**2.3. Place of Meetings.** The Association shall hold meetings at its principal office or at such other place as the Board may designate.

**2.4. Annual Meetings.** The Association shall hold its first meeting, whether a regular or special meeting, within one year after the date of the Association's incorporation. The Board shall set the date and time of subsequent regular annual meetings to occur promptly after the anniversary date of the first annual meeting. Annual meetings may be conducted electronically (*i.e.*, via the Internet, intranet, or teleconference) if and to the extent permitted by law.

**2.5. Special Meetings.** The President may call a special meeting of the Association. It also shall be the President's duty to call a special meeting if so directed by Board resolution or upon petition of Members representing at least 30% of the total Class "A" votes in the Association, or such lower percentage as may be required by law.

If the President does not call a special meeting pursuant to Section 2.5 within 30 days after the date such written petition is delivered to the Association's Secretary, any Member signing the petition may set the time and place of the special meeting and give the Association notice pursuant to Section 2.6.

**2.6. Notice of Meetings.** The Association's Secretary shall cause written notice stating the place, day, and hour of any Association meeting to be given in any manner permitted by Florida law. If permitted, notice may be posted in a conspicuous, prominent place within the Community, delivered by hand delivery, or sent by facsimile, electronic mail, or other electronic communication device, or such other manner which is reasonably calculated, as the Board determines in its discretion, to provide personal notice to Members. Notice shall be given at least 10 but not more than 60 days before the date of the meeting, by or at the direction of the President, the Secretary, or the officers or Persons calling the

meeting.

In case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice. Each first Mortgagee may designate a representative to attend special meetings.

If posted, notice shall be deemed delivered when posted. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the Association's records, with postage prepaid. If sent by facsimile, electronic mail, or such other electronic communication device, notice shall be deemed delivered when transmitted to the Member at his or her address or number as it appears on the Association's records. Failure to receive actual notice of an Association meeting shall not affect the validity of any action taken at such meeting.

**2.7. Waiver of Notice.** Waiver of notice of an Association meeting shall be the equivalent of proper notice. Any Member may waive, in writing, notice of any Association meeting, either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**2.8. Adjournment of Meetings.** If the Association cannot hold a meeting because a quorum is not present, a majority of the Members who are present may adjourn the meeting to a time at least 5 but not more than 30 days from the date called for the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Association shall give the Members notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

**2.9. Voting.** Members shall have such voting rights as are set forth in the Declaration, which provisions are incorporated herein by this reference.

**2.10. Proxies.** On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in person or by proxy, subject to Florida law.

Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot(s) for which it was given, (b) the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is an individual given to the person presiding over a meeting of the Association, or (c) 90 days from the meeting date for which the proxy was originally given, unless the proxy specifies a shorter period.

**2.11. Majority.** As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

**2.12. Quorum.** Except as these By-Laws or the Declaration or Articles otherwise provide, Members or their proxies entitled to cast 25% of the total Class "A" votes in the Association and the Class "B" Member shall constitute a quorum at all Association meetings. If no quorum is present at such a meeting, the meeting may be adjourned and reconvened on a later date. At such reconvened meeting, Members or their proxies entitled to cast 15% of the total Class "A" votes in the Association and the Class "B" Member, if such exists, shall constitute a quorum.

2.13. **Conduct of Meetings.** The President shall preside over all Association meetings, at which he or she is present, and the Secretary shall keep (or cause to be kept) the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings. Declarant and Owners may tape record or videotape Association meetings subject to such reasonable rules as the Board may impose.

2.14. **Action Without a Meeting.** Without holding a meeting pursuant to Sections 2.4 or 2.5, Members may take any action that Florida law requires or permits the Members to take at a meeting (subject to any limitations in the Governing Documents), if approved by Members representing at least the minimum number of votes in the Association necessary to authorize such action at a meeting, if all Members entitled to vote were present and voted. Such approval shall be evidenced by one or more written consents specifically authorizing the proposed action, dated and signed by Members holding the requisite votes. The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all Members for action authorized pursuant to this section to be valid. Members shall sign, date, and deliver such consents to the Association within 60 days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file (or cause to be filed) such consents with the Association's minutes and the consents shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give (or cause to be given) written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

2.15. **Order of Business.** The order of business at all annual meetings of the Members shall be as follows: (a) roll call to determine whether a quorum is represented; (b) proof of notice of the meeting or waiver of notice; (c) reading of minutes of the preceding annual meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector(s) of election if an election is to be held; (g) election of Directors if applicable; (h) unfinished business; and (i) new business.

### **Article III Board of Directors: Selection, Meetings, Powers**

#### **A. Composition and Selection.**

3.1. **Governing Body; Composition.** The Board of Directors shall govern the Association's affairs. Each director shall have one vote. Directors need not be Members or residents of the Community. A director must be at least 18 years old. No more than one representative of any Member which is a legal entity, nor more than one occupant of any Lot, shall serve on the Board at a time, except in the case of directors that the Class "B" Member appoints.

3.2. **Number of Directors.** The Board shall consist of the number of directors provided for in Section 3.5. The initial Board shall consist of the three directors identified in the Articles of Incorporation.

3.3. **Directors During Class "B" Control Period.** The Class "B" Member shall have complete discretion in appointing, removing, and replacing directors during the Class "B" Control Period, except as otherwise provided in Section 3.5.

#### **3.4. Nomination and Election Procedures.**

(a) **Nominations and Declarations of Candidacy.** Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. Nominations for election to the Board also may be made by a nominating committee. The nominating committee, if any, shall consist of a Chairman, who shall be a Member, and two or more Members or representatives of Members. The nominating committee, if any, may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. The Board also shall permit nominations from the floor at any election meeting.

The Board shall give each candidate a reasonable, equal opportunity to communicate his or her

qualifications to the Members and to solicit votes.

(b) Election Procedures. A Member may cast the vote(s) assigned to the Lot(s) which he or she owns for each position to be filled at an election. Cumulative voting is not allowed. That number of candidates equal to the number of positions to be filled who receive the greatest number of votes shall be elected.

**3.5. Election and Term of Office.** Except as these By-Laws may otherwise specifically provide, election of directors shall take place at the Association's annual meeting. Notwithstanding any other provision of these By-Laws:

(a) The Declarant's Class B membership status shall continue, and shall be in effect, during the period from the inception of the Declaration until either (1) seven (7) years from the date the Declaration is recorded; or (2) five (5) years after the date of recording of the last Supplemental Declaration annexing additional property into the Association, whichever event, (1) or (2) occurs later; or (3) upon recording of a voluntary written notice executed by the Declarant or its duly authorized successor or assignee electing to convert its Class B status to Class A; or (4) in any event, ninety (90) days after the conveyance of ninety (90%) percent of the Lots in the Property that will ultimately be operated by the Association have been converted to Class A status, whichever event, (1), (2), (3) or (4), occurs first; provided however, that if Class B status is converted to Class A pursuant to clause (4) and, subsequent to such event, the Declarant annexes additional Lots to the Property which annexation causes the number of Lots or Units owned by the Declarant in the Property to exceed ten percent (10%) of the total number of Lots and Units within the Property, Declarant's Class B status shall be restored as to all Lots and Units within the Property then owned by Declarant, and shall continue until the next occurrence of an event of conversion described above.

(b) The Declarant shall have the right to partially assign its status as Declarant and Class B Member by recorded instrument executed by the original Declarant and acknowledged and accepted by the assignee Declarant to any person or entity acquiring any portion of the Property, or adjacent lands eligible for annexation into the Property, for the purpose of development of a residential subdivision consistent with the Master Plan, and any such assignee shall thereafter be deemed to be the Declarant as to the Lots or Units owned by such person or entity, and shall have the right to exercise all of the rights and powers of the Declarant as to such Lots and Units, while, at the same time, the original Declarant shall continue to exercise the rights and powers of the Declarant as to all Lots and Units owned by such original Declarant. If any action of the Association, requires the approval, consent or vote of the Declarant, and the original Declarant has partially assigned its rights as Declarant to others pursuant to this paragraph, the consent or vote of all such Declarants shall be required to satisfy the requirement of consent by the Declarant.

Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one director. Upon termination of the Class "B" membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which the Class "A" Members shall be entitled to elect a director to fill such position.

Notwithstanding the stated length of any term, directors shall hold office until their respective successors have been elected.

**3.6. Removal of Directors and Vacancies.** Any Class "A" Director may be removed, with or without cause, by the vote of Class "A" Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of such director's term. Class "A" Directors may not be removed by the Class "B" Member.

Any Class "A" Director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or occupies a Lot for which assessments are so delinquent) in the payment of any assessment or other charge due the Association may be removed by a majority vote of the Board, excluding the director at issue. If the director is removed, the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members entitled to fill such directorship may elect a successor for the remainder of the term. If they fail to do so, the Board may appoint another director to fill the vacancy until filled by election.

This Section shall not apply to directors the Class "B" Member appoints nor to any director serving as Declarant's representative. Such directors may be removed and replaced only by the Class "B" Member or Declarant. The Class "B" Member or Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member or Declarant.

**B. Meetings.**

**3.7. Organizational Meetings.** Each Board shall hold its first meeting promptly after the annual membership meeting, at such time and place as the Board shall fix.

**3.8. Regular Meetings.** The Board may hold regular meetings at such time and place as the Board shall determine, but the Board shall hold at least one such meeting during each fiscal year during the Class "B" Control Period (which may be the organizational meeting in the first year) and at least one per quarter thereafter.

**3.9. Special Meetings.** The Board shall hold special meetings when called by written notice signed by the President, Vice President, or any two directors.

**3.10. Notice; Waiver of Notice.**

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone (either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director); or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting, except in the event of an emergency. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Community at least 48 hours in advance of the meeting or provided in any other manner reasonably anticipated to provide notice to all Members, including publication in an Association newsletter with Community-wide circulation, posting on a Community cable television channel, or posting on a Community Internet or intranet page. In lieu of notice of each regular Board meeting, the Board may post or publish a schedule of upcoming Board meetings.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

**3.11. Telephonic Participation in Meetings.** Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other at the same time. Participation in this manner shall constitute presence at the meeting for all purposes. Participants

attending by electronic means may vote by electronic transmission.

**3.12. Quorum of Board.** At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless these By-Laws or the Declaration specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**3.13. Conduct of Meetings.** The President shall preside over all Board meetings at which he or she is present, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

**3.14. Open Meetings; Executive Session.** Subject to the provisions of Section 3.15, all Board meetings shall be open to all Members. However, attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be granted permission to speak, and the Board concurs. In such case, the President may limit the time any such individual may speak. Declarant and Owners may tape record or video tape Board meetings subject to reasonable rules the Board imposes.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss with the Association's attorney matters relating to pending or threatened litigation which are protected by the attorney-client privileges, or to discuss among the Board any other matter of a sensitive nature, if Florida law permits. In such cases, no tape recording or videotaping will be permitted.

**3.15. Action Without a Formal Meeting.** Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if all directors sign a consent in writing, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

**C. Powers and Duties.**

**3.16. Powers.** The Board shall have all of the powers and duties necessary for administering the Association's affairs and for performing all of the Association's responsibilities and exercising all of the Association's rights as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Florida law require to be done and exercised exclusively by the membership generally.

**3.17. Duties.** The Board's duties shall include, without limitation:

- (a) those obligations set forth in the Declaration and elsewhere in these By-Laws;
- (b) depositing all funds received on the Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; however, any reserve funds may be deposited, in the Board's business judgment, in depositories other than banks;
- (c) after termination of the Class "B" Control Period, submitting for bid any planned Association expenditure (whether for capital items, services, maintenance, or otherwise) anticipated to exceed \$25,000.00 in any fiscal year; however, the Board is not obligated to contract with or otherwise retain the services of the lowest bidder nor is it obligated to submit for bid the renewal of existing contracts;
- (d) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association if, in the exercise of its business judgment, it deems it prudent to do so;
- (e) keeping books with detailed accounts of the Association's receipts and



expenditures; and

(f) maintaining, and retaining for the time periods required, the "official records" of the Association, as provided in Section 617.303(4) of the Florida Homeowners Association Act.

**3.18. Compensation.** The Association shall not compensate a director for acting as such. The Association may reimburse any director for expenses incurred on the Association's behalf if approved by a majority of the other directors. In addition, nothing herein shall prohibit the Association from compensating a director for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a director is affiliated.

**3.19. Right of Class "B" Member to Disapprove Actions.** During the period of Class "B" membership, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and/or any committee which, in the Class "B" Member's discretion, would tend to impair rights or interests of Declarant, any Affiliate of Declarant's, or builders, interfere with development or construction of any portion of the Community, or diminish the level of services the Association provides.

(a) **Notice.** The Association, the Board, and each committee shall give the Class "B" Member written notice of their meetings and proposed actions to be approved at their meetings (or by written consent in lieu of a meeting). The notice shall comply with the requirement for notice to directors under Section 3.10 and shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) **Opportunity to be Heard.** The Association, the Board, and each committee shall give the Class "B" Member the opportunity at any meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval described in this Section.

(c) **Exercise of Rights.** The Class "B" Member may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, if the action is approved without a meeting, at any time within 10 days following receipt of written notice of the proposed action. The Class "B" Member, its representatives or agents, shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction by the Association, the Board, or any committee. The Class "B" Member shall not use its right to prevent expenditures required to comply with applicable laws and regulations.

(d) **Condition of Implementation.** No action, policy, or program subject to the Class "B" Member's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met, and then subject to the Class "B" Member's rights under subsection (c).

**3.20. Management.** The Board may employ a professional managing agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize and are otherwise within the scope of the Board's authority. The Board may delegate such powers as are necessary to perform the manager's duties, but shall not delegate policy-making authority or the obligation to adopt a budget. The Board may contract with or employ Declarant or any of its Affiliates as managing agent or manager.

The Board may delegate to one or more of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination which the Association may exercise with or without cause and without penalty at any time after termination of the Class "B" Control Period upon not more than 90 days written notice. After the Class "B" Control Period terminates, the Association may not terminate any management contract, or retain a new managing

agent, without the approval of Members representing a majority of the Association's total Class "A" votes and, during the Development and Sale Period, the approval of Declarant.

The Class "A" Members shall have no right to terminate a management contract during the Class "B" Control Period. Unless the Board otherwise grants such right, or unless the management contract otherwise provides, the Board may act in its discretion with respect to executing and terminating management contracts during the Class "B" Control Period. Any management contract may, among other things, authorize the managing agent to act as the Association's agent with respect to the expenditure of Association funds within the scope of the approved Association budget; however, the managing agent shall not be permitted to spend money in excess of the budget or reallocate greater than 10% of any budget line item without the Board's prior approval.

**3.21. Accounts and Reports.** The following management standards of performance shall be followed unless the Board specifically determines otherwise:

(a) Commencing at the end of the quarter in which the first Lot is sold and closed, the Board may prepare financial reports for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on a cash or accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and

(b) An annual report consisting of at least the following shall be prepared within 60 days after the close of the fiscal year: (i) a balance sheet showing actual receipts and expenditures; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant.

The Association shall provide each Owner or its authorized agent a copy of the annual financial report within 10 business days following receipt of a written request for access. In addition, if Florida law requires, the Association shall send a copy of the annual report to each Member by mail or personal delivery promptly following the close of the fiscal year.

**3.22. Right To Contract.** The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations.

**3.23. Enforcement.** The Association may impose sanctions for any violation of the Governing Documents. To the extent the Declaration or Florida law specifically requires, the Board shall comply with the following procedures prior to imposition of sanctions:

(a) Notice. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than 14 days within which the alleged violator may present a written request for a hearing before the Covenants Committee appointed pursuant to Section 5.2; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the alleged violator challenges the violation within 14 days of the notice. If a timely request for a hearing is not made, or if otherwise

permitted by the Governing Documents and Florida law, the sanction stated in the notice shall be imposed upon majority vote of the Covenants Committee. The Board or Covenants Committee may suspend any proposed sanction if the violation is cured, or if a diligent effort is being made to cure, within the 14-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. If a violator repeats the violation, or engages in a similar violation, for which notice was given within 12 months after the date of the first notice, the Board shall have the discretion to impose the proposed sanction as if the alleged violations were one continuous violation without the need to serve the alleged violator with additional notice.

(b) **Hearing.** If the alleged violator requests a hearing within the allotted 14-day period, the hearing shall be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard. Proof of proper notice shall be placed in the minutes of the meeting. A copy of the notice, together with a statement of the date and manner of delivery signed by the officer, director, or agent who delivered such notice shall be considered adequate proof of notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. A written statement of the results of the hearing and the sanction, if any, imposed shall be filed with the minutes of the Covenants Committee's meetings.

(c) **Additional Enforcement Rights.** Notwithstanding anything to the contrary in this Article, subject to any limitations set forth in the Declaration, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the Declaration's dispute resolution procedures, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable Legal Costs actually incurred.

**3.24. Board Training Seminar.** The Board may provide, or provide for, as a Common Expense, seminars and continuing educational opportunities designed to educate and inform directors of their responsibilities as directors. Such programs may include instruction on applicable Florida corporate and fiduciary law principles, other issues relating to administering the Community's affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, including property managers, attorneys, and accountants, as appropriate or necessary for such purpose. Each newly elected director and each re-elected director may be required to complete a training seminar within the first six months of assuming the director position.

**3.25. Board Standards.** In performing their duties, directors and officers shall act as fiduciaries and are entitled to insulation from liability as provided for directors of corporations by Florida law and as otherwise provided by the Governing Documents.

A director or officer acting in accordance with the business judgment rule shall not be personally liable to the Association or its Members for errors in judgment made in the director's or officer's capacity as such. Unless the Governing Documents require that specific action be taken, the failure to take such specific action shall not, without further showing that the Board acted in violation of the business judgment rule, be deemed a violation of a Board duty. A director or officer shall be considered to be acting in accordance with the business judgment rule so long as the director or officer:

(a) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;

(b) affirmatively undertakes to make decisions which are necessary for the Association's continued and successful operation and, when decisions are made, they are made on an informed basis;

(c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and

(d) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.

Board determinations of the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair, nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

**3.26. Conflicts of Interest; Code of Ethics.** Unless otherwise approved by a majority of the other directors, no Class "A" Director may transact business with the Association or the Association contractor during his or her term as director. A Class "A" director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A Class "A" director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members. The Board may void any contract which creates a prohibited conflict of interest.

Notwithstanding the above, the directors appointed by the Class "B" Member may be employed by or otherwise transact business with Declarant or any of its Affiliates, and Declarant and its Affiliates may transact business with the Association or its contractors.

#### **Article IV      Officers**

**4.1. Officers.** The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The officers may, but need not, be Board members, Owners, or residents of the Community; however, so long as there is a Class "B" membership, the appointment of officers which are not residents of the Community shall require the prior written consent of the Class "B" Member. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**4.2. Election and Term of Office.** The Board shall elect the Association's officers at the first Board meeting following each Association annual meeting. Officers shall serve until their successors are elected. After termination of the Class "B" Control Period, officers may not hold the same office for more than two consecutive terms.

**4.3. Removal and Vacancies.** Any officer may be removed by a vote of at least a majority of the directors. The Board shall appoint a replacement to fill any vacancy in any office for the unexpired portion of the term.

**4.4. Powers and Duties.** The Association's officers each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall supervise the preparation of the Association's budget, but may delegate all or part of the preparation and notification duties to a finance committee, managing agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

**4.5. Resignation.** Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

**4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other Association instruments shall be executed by an officer, unless the Board provides otherwise, or by such other person or persons as the Board may designate by resolution.

**4.7. Compensation.** Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.18.

**4.8. President.** The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors at which he or she is present. He or she shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power, subject to the provisions of Article

V, to appoint committees from among the Members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business of the Association. The President shall be ex-officio a member of all standing committees, and shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws.

**4.9. Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President is absent, disabled, or refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be conferred upon him or her by the Board of Directors or these By-Laws.

**4.10. Secretary.** The Secretary shall keep (or cause to be kept) the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association at the Association's principal office or at such other places as the Board of Directors may order. The Secretary shall keep (or cause to be kept) the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct. The Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notice of meetings of the Members of the Association and of the Board of Directors required by these By-Laws or by law to be given. The Secretary shall maintain (or cause to be maintained) a book of record Owners, listing the names and addresses of the Owners furnished by the Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Lot is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or these By-Laws. The Secretary may delegate all or a part of such duties to the managing agent.

**4.11. Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records, and business transactions of the Association, including accounts of all assets, liabilities, receipts, and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies or other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors, in accordance with the Declaration and these By-Laws, shall render to the President and Directors, upon request, an account of all of his or her transactions as Treasurer and of the financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws. The Treasurer may delegate a part of such duties to the managing agent.

## **Article V      Committees**

**5.1. General.** The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution.

Committees shall exercise only such authority as granted by Board resolution, provided the Board may elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. After termination of the Class "B" Control Period, committee members, other than those representing the Class "B" Member, may serve no more than two consecutive two-year terms on the same committee.

**5.2. Covenants Committee.** The Board shall appoint a Covenants Committee consisting of three persons to serve as a hearing tribunal pursuant to Section 3.23. The Covenants Committee shall be comprised of Members of the Association who are not directors, officers, or employees of the Association or the spouse, parent, child, brother, or sister of a director, officer, or employee.

**5.3. Neighborhood Service Area Committees.** In addition to any other committees appointed as provided above, each Neighborhood Service Area which has no formal organizational structure or association may elect a Neighborhood Service Area Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood Service Area by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Service Area Committee may advise the Board on any issue but shall not have the authority to bind the Board. Such Neighborhood Service Area Committee, if elected, shall consist of three Members; provided,

if approved by the vote of at least 51% of the Owners of Lots within the Neighborhood Service Area, the number may be increased to five.

Neighborhood Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Neighborhood Service Area shall be an *ex officio* member of the Neighborhood Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Service Area Committee shall conduct itself in accordance with the notice, participation, and quorum requirements applicable to the Board under Section 3.10, 3.11 and 3.12. Meetings of a Neighborhood Service Area Committee shall be open to all Owners of Lots in the Neighborhood Service Area and their representatives. Members of a Neighborhood Service Area Committee may act by unanimous written consent in lieu of a meeting.

**5.4. Other Committees.** In addition to the above, the Board may create additional committees, as it deems necessary and useful. The following are examples of types of committees, along with their purpose, which the Board may create:

(a) Finance Committee – to actively assist the Board, the Treasurer, and the Association's managing agent, if any, in preparing the Association's budget.

(b) Physical Maintenance Committee – to actively assist the Board with maintenance of the Common Maintenance Areas.

(c) Dispute Resolution Committee – to assist in the mediation of disputes concerning the interpretation of Use Restrictions, rules, and other Governing Document provisions and advise the Board on initiating litigation involving the Association (as provided in the Declaration); however, the Dispute Resolution Committee shall not preside over matters relating to the collection of assessments or other fees and charges. Each member of the Dispute Resolution Committee shall attend a Board-approved course on dispute resolution, if the Board so requires.

The Board may establish by resolution the specific scope and limitations on the authority of the above committees.

## **Article VI Miscellaneous**

**6.1. Fiscal Year.** The Association's fiscal year shall be the calendar year unless otherwise established by Board resolution.

**6.2. Parliamentary Rules.** Except as may be modified by Board resolution, *Robert's Rules of Order* (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law or the Governing Documents.

**6.3. Conflicts.** Conflicts between or among the Governing Documents and Florida law governing documents shall be resolved as directed in the Declaration.

### **6.4. Books and Records.**

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at reasonable times and for a purpose reasonably related to his or her interest in a Lot: the Governing Documents, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within the Community as the Board shall designate.

(b) Rules for Inspection. The Board may establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; (iii) payment of the cost of reproducing documents requested; and (iv) such

other matters as the Board deems appropriate. Records shall be made available within 10 business days of the receipt of a written request by an Owner or his or her authorized agent.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties the Association owns or controls. The director's right of inspection includes the right to make a copy of relevant documents at the Association's expense. The Board shall provide for such inspection to take place at the Association's office, the managing agent's office, or at such other place within the Community as the Board shall designate.

#### 6.5. Notices.

(a) Form of Notice and Method of Delivery. Except as otherwise provided in the Declaration or these By-Laws or by law, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by telephone facsimile, or electronic mail with written confirmation of transmission.

(b) Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the address, telephone facsimile number, or e-mail address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member;

(ii) if to the Association, the Board, or a committee of either, at the address, telephone facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Members pursuant to this Section; or

(iii) if to the Declarant, at the principal address of the Declarant as it appears on the Secretary of State's records, or at such other address as the Declarant shall designate by notice in writing to the Association pursuant to this Section.

(c) Effective Date. Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U. S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; however, if such delivery is refused or if the intended recipient has contracted with the private carrier to leave any deliveries without obtaining a signature evidencing receipt, the notice shall be deemed duly given and effective if the attempt to deliver was timely made;

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

#### 6.6. Amendment.

(a) By Class "B" Member. During the Class "B" Control Period, the Class "B" Member may amend these By-Laws unilaterally, subject to the approval requirements in Article XVI of the Declaration, if applicable; however, if the U.S. Department of Veterans Affairs ("VA") or the U.S. Department of Housing and Urban Development ("HUD") has issued project approval for VA-guaranteed or HUD-insured Mortgages, respectively, then either shall have the right to veto amendments to these By-Laws during the Class "B" Control Period.

(b) By the Membership. Except as provided above, these By-Laws may be amended

only by the affirmative vote or written consent of Members representing at least 67% of the total Class "A" votes in the Association, and the consent of the Class "B" Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The approval requirements set forth in Article XVI of the Declaration also shall be met, if applicable.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall conclusively be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant, the Class "B" Member, or the assignee of such right or privilege.

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Isles At Weston Homeowners Association, Inc., a Florida corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary

[SEAL]



**EXHIBIT "F"**

**Legal Description of Telecommunications Easement(s)**

1. The Utility Easements designated on the Plat of Isles at Weston, as recorded in Plat Book 171 at pages 40-56 inclusive (the "Roadway Adjacent Easement Areas").

2. A five foot (5') wide area, being two and one-half feet (2.5') on each side of the conduit or wire to be installed by or on behalf of Grantee as part of its Facilities (such two and one-half feet (2.5') being measured from the center line of such conduit or wire), running from the edge of the Roadway Adjacent Easement Areas to the point of demarcation (i.e. the location on the side of each home or building within the Property where Grantee's Facilities connect to such homes or buildings) of each home and or building within the Property being served by Grantee's Facilities (the "Home Service Easement Areas"). Grantor and Grantee shall mutually approve the location for the installation of such conduit or wire based on the location and orientation of the home or building, the location of other utilities serving such home or building and the point of demarcation for such other utilities.

PREPARED BY & RETURN TO:

Centex Homes  
Legal Department  
Attn: Denise M. Scherer-Wagner, CLAS  
8198 Jog Road, Suite 200  
Boynton Beach, Florida 33437

**AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
THE ISLES AT WESTON**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for The Isles At Weston is made as of this 30<sup>th</sup> day of July 2003, by Centex Homes, a Nevada general partnership ("Declarant").

WHEREAS, Declarant has previously executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for The Isles At Weston as recorded in Official Records Book 33158, Page 1509; of the Official Records of Broward County, Florida ("Declaration"); and

WHEREAS, the Declaration designates in Section 19.1 that Declarant may amend the Declaration until termination of the Class "B" Control Period, and Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase, insure, or guarantee mortgage loans on the Lots; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) for any other purpose which does not materially adversely affect title to any Lot, unless the Owner of such Lot consents to such amendment.

WHEREAS, the Declaration was initially recorded without inclusion of Exhibit "G" South Florida Water Management District Environmental Resources Permit No.: 06-03067-P as modified December 1, 2000, and Declarant desires to amend the Declaration to incorporate Exhibit "G" South Florida Water Management District Environmental Resources Permit No.: 06-03067-P as modified December 1, 2000, as initially intended, and to conform to the requirements of any governmental entity having control or jurisdiction over the Property, to wit, the South Florida Water Management District; and

WHEREAS, Declarant desires to correct the reference to the South Florida Water Management District Environmental Resources Permit No.: 06-03067-P as modified December 1, 2000 in Section 7.12, as initially intended; and

WHEREAS, the Declarant wishes to make all references to the "CDD" in the Declaration to include the Indian Trace Development District; and

WHEREAS, Declarant wishes to withdraw from the jurisdiction of the Governing Documents certain parcels that are to be conveyed to the jurisdiction of the CDD to satisfy the requirements of a governmental agency; and

WHEREAS, the Class "B" Control Period has not been terminated and is still in full force and effect.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows to conform to the requirements of the South Florida Water Management District and to incorporate reference to the Indian Trace Development District within the Declaration:

Declarant hereby amends the Declaration to incorporate the reference of the Indian Trace Development District under the definition of the CDD by revising said definition to read in its entirety as follows:

" "Community Development District" or "CDD" shall mean and refer to either the Indian Trace Development District and/or the Isles at Weston Community Development District, the latter which may be created pursuant to Chapter 190, Florida Statutes, to administer all or portions of the Properties to the extent permitted by Florida Law."

Declarant hereby amends the Declaration by withdrawing the parcels and tracts listed on Exhibit "1" attached hereto and made a part hereof, from the jurisdiction of the Governing Documents, as required by any governmental agency, to wit, the Indian Trace Development District..

Declarant hereby amends the Declaration to incorporate Exhibit "G," South Florida Water Management District Environmental Resources Permit No.: 06-03067-P as modified December 1, 2000, into the Declaration as initially intended, and to conform to the requirements of the South Florida Water Management District.

Declarant hereby amends the Declaration to amend Section 7.12, by making reference to Exhibit "G" therein, reading in its entirety as follows:

"7.12. Responsibilities Under Governmental Permits. Declarant shall have the right to assign or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Community, including, without limitation, its continuing obligations with respect to the Surface Water and Storm Water Management System under Permit No.: 06-03067-P as modified December 1, 2000, issued by SFWMD (attached hereto as Exhibit "G"). The Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment or transfer and assumption shall be effective without the consent of, or any further action by the Association, but upon Declarant's request, the Association shall promptly execute any documents which Declarant requests to evidence the assignment or transfer and assumption of such obligations and/or responsibilities. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with, such permits and approvals. The Association, and/or the CDD shall maintain, as part of the common elements, drainage structures for the properties, and comply with conditions of the permits from the SFWMD for the drainage system, including, without limitation,

perpetual maintenance of all signage required by the permit. The Association, shall, when requested by Declarant, accept transfer of the SFWMD permits applicable to the Property. The conditions of the SFWMD permits include monitoring and record keeping schedules, and maintenance."

Terms not defined herein shall take on the meaning as defined in the Declaration.

IN WITNESS WHEREOF, the Declarant, has executed this Amendment as of the day and year first above written.

WITNESSES

DECLARANT

CENTEX HOMES, a Nevada general Partnership

By: Centex Real Estate Corporation, a Nevada corporation, its managing general partner

Ivy M. Seidman  
Print Name: Ivy M. Seidman

By: [Signature]

David E. Abrams  
Division President

Denise M. Scherer-Wagner  
Print Name: DENISE M. SCHERER-WAGNER

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on the 30<sup>th</sup> day of July 2003 by David E. Abrams, as Division President of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, a Nevada general partnership, on behalf of the corporation. He is personally known to me.

Ivy M. Seidman

Notary Public State of Florida

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

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

[SEAL]



**EXHIBIT "1"**

**PROPERTY BEING WITHDRAWN**

Parcels A and B (Mitigation), Parcels L-1, L-2, L-3, L-4, L-5, L-6, and L-7 (Lakes), ISLES AT WESTON, according to the Plat thereof, recorded in Plat Book 171, Page 40, of the Public Records of Broward County, Florida.

EXHIBIT "G"

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE PERMIT 06-03067-P  
AS MODIFIED DECEMBER 1, 2000**

(Attached)

WEA-SFWMD.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

**FILE COPY**

LAN  
1010/C-11

August 21, 2002

Centrex Homes  
Mr. David Abrams  
8198 Jog Road, Suite 200  
Boynton Beach, FL 33437

Dear Mr. Abrams:

Subject: Notice of Permit Transfer, Permit Number 11389; C-11 Canal, Broward County,  
Section 25, Township 50S, Range 39E

In response to your request of August 20, 2001, for transfer of the above permit, Permit Number 11389 has been officially transferred from Ronald M. Bergeron to Centrex Homes (Mr. David Abrams). It should be noted that, as a condition of the transfer, you have agreed that all terms and conditions of the permit and subsequent modifications, if any, are understood and accepted, and any proposed modification shall be applied for and authorized by this District prior to such modification. A copy of the permit is enclosed.

If you have any questions, please contact me at (561) 682-6966.

Sincerely,

Sarah Shea  
Staff Administrative Resources Associate  
Right of Way Division

/ss  
Enclosures

c: Jose Varon, Fort Lauderdale Field Station, SFWMD

FIELD WITH THE CLERK OF THE SOUTH  
FLORIDA WATER MANAGEMENT DISTRICT

ON 21-AUG-2002  
BY [Signature]  
DEPUTY CLERK

**GOVERNING BOARD**

Trudi K. Williams, P.E., *Chair*  
Lernart E. Lindahl, P.E., *Vice-Chair*  
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**EXECUTIVE OFFICE**

Patrick J. Gleason, Ph.D., P.G.  
Nicolás J. Gutiérrez, Jr., Esq.  
Harkley R. Thornton

Henry Dean, *Executive Director*



Transferred 21-Aug-02

# SFWMD NOTICE GENERAL PERMIT NO. 11389

(NON-ASSIGNABLE)

DATE ISSUED: JULY 25, 2000

**AUTHORIZING:** 54" CMP THROUGH THE NORTH RIGHT OF WAY OF C-11 APPROXIMATELY 3,900' WEST OF BONAVENTURE BOULEVARD SERVICING GULFSTREAM SUBDIVISION (STATION 133+00).

**LOCATED IN:** BROWARD COUNTY, SECTION 25 TOWNSHIP 50S RANGE 39E

**ISSUED TO:** CENTEX HOMES  
19612 SOUTHWEST 69TH PLACE  
FORT LAUDERDALE, FL 33332

**ATTENTION:** MR. DAVID ABRAMS

This permit is issued pursuant to Application No. 00-0620-1 dated JUNE 20, 2000 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

**WORK PROPOSED MUST BE COMPLETED ON OR BEFORE JULY 31, 2001.** Otherwise, this permit is void and all rights thereunder are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

**SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.**

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

ON 21-AUG-02  
BY [Signature]  
Deputy Clerk

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

BY: NIA  
Assistant Secretary  
Acting in Absence of Secretary

C: JOSE VARON  
FORT LAUDERDALE FIELD STATION  
(954) 452-4812 EXTENSION 4822





**40E-6.381 LIMITING CONDITIONS**

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, permittee shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

- (1) All structures on District works or lands constructed by permittee shall remain the property of permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
- (2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and industry standards. Permittee acknowledges that the District's review and issuance of this permit shall not be limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.
- (3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
- (4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and permittee shall be responsible for all removal and restoration costs.
- (5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.
- (6) Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and future employees, agents, representatives, officers and Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's inhouse attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and/or are caused in whole or in part by the acts, omissions or negligence of the District or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.
- (7) The District does not waive sovereign immunity in any respect.
- (8) The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:
  - (a) discharge of debris or aquatic weeds into the works of the District;
  - (b) causing erosion or shoaling within the works of the District;
  - (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit.
 Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above:
  - (d) leaving construction or other debris on the District's right of way or waterway;
  - (e) damaging District berms and levees;
    - (a) the removal of District owned spoil material;
    - (b) removal of or damage to District locks, gates, and fencing.



40E-6.381 LIMITING CONDITIONS

- (c) opening of District rights of way to unauthorized vehicular access, or
- (d) running or allowing livestock on the District's right of way.
- (9) The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aqualic weed control purposes and uses substances which may be harmful to human health or plant life.
- (10) Permittee shall allow the District to inspect the permitted use at any reasonable time.
- (11) Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the permittee's use.
- (12) This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.
- (13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U. S. Army Corps of Engineers for the works of the District.
- (14) If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.
- (15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the permittee to pay all taxes due and payable.
- (16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.
- (17) Permittee shall record a Notice of Permit through filing the appropriate notice agreed to by the District in the public records of the county or counties where the project is located and by providing the District with proof of filing or through an equivalent procedure. All costs associated with this requirement shall be the responsibility of the permittee. Governmental entities and utilities are not subject to this provision.
- (18) This permit is contingent upon compliance with the recording of the Notice of Permit. Failure to provide proof of the recording of the Notice of Permit will result in the permit becoming invalid on its own terms, the removal of any existing facilities within the right of way, restoration of the right of way to the District's satisfaction, at the permittee's expense, and the possible assessment of civil penalties.
- (19) Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.
- (20) All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.
- (21) It is the responsibility of the permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.
- (22) It is the responsibility of the permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

Specific Authority 373.044, 373.113 F.S. Law Implemented Chapters 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 F.S. History—New 9-3-81, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99 Formerly 18K-5.01(2), 18K-5.02(2), 18K-5.03(2), 18K-5.04(4), 18K-5.05, 40E-6.381.

PERMIT NUMBER 11389  
JULY 25, 2000

SPECIAL CONDITIONS ARE AS FOLLOWS:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY THE PERMITTEE IS REQUIRED TO CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT AND SCHEDULE A PRE-CONSTRUCTION MEETING.
2. THE INVERT ELEVATION OF THE AUTHORIZED 54" C.M.P. CONNECTION SHALL BE SET AT (-) 4.3 FEET NGVD/MSL OR LOWER.
3. THE PERMITTEE SHALL CONSTRUCT THE ENDWALL/HEADWALL TO INCLUDE ADEQUATE RETURNS TO PREVENT EROSION.
4. THE PERMITTEE SHALL TAKE ALL FEASIBLE MEASURES ACCEPTABLE TO THE DISTRICT TO PREVENT THE DISCHARGE OF DEBRIS OR AQUATIC WEEDS INTO ANY THE PROJECT WORKS BY THE PERMITTED USE.

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5. ALL CULVERTS 36 INCHES IN DIAMETER OR LARGER THAT SERVE TO CONNECT TO WORKS OF THE DISTRICT MUST BE EQUIPPED WITH A SKIMMER OR BAFFLE WHICH EFFECTIVELY PRECLUDES THE DISCHARGE OF AQUATIC WEEDS INTO THE DISTRICT'S CANAL SYSTEM. THE SKIMMER OR BAFFLE WILL BE DESIGNED TO BE EFFECTIVE THROUGH A RANGE OF WATER SURFACE CONDITIONS.
6. THE PERMITTEE IS SOLELY RESPONSIBLE FOR MAINTENANCE OF THE SKIMMER OR BAFFLE.
7. THE PERMITTEE IS RESPONSIBLE FOR THE REMOVAL OF ALL MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY AND FOR THE REPAIR, REPLACEMENT AND RESTORATION OF ANY SECTIONS OF THE DISTRICT'S RIGHT OF WAY DAMAGED OR DISTURBED RESULTING FROM THE AUTHORIZED ACTIVITY. RESTORATION SHALL INCLUDE GRADING/RE-SHAPING, SEEDING/RE-SODDING WITH BAHIA, ARGENTINE OR OTHER SPECIES RECOGNIZED AS DROUGHT TOLERANT TO THE SATISFACTION OF THE DISTRICT.

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8. THE PERMITTEE SHALL RECORD NOTICE OF THIS PERMIT THROUGH FILING THE ATTACHED "NOTICE OF PERMIT" IN THE PUBLIC RECORDS OF THE COUNTY OR COUNTIES WHERE THE PROJECT IS LOCATED AND BY PROVIDING THE DISTRICT WITH PROOF OF FILING. ALL COSTS ASSOCIATED WITH THIS REQUIREMENT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE.
9. THIS PERMIT IS CONTINGENT UPON COMPLIANCE WITH THE RECORDING OF THE NOTICE OF PERMIT. FAILURE TO PROVIDE PROOF OF THE RECORDING OF THE NOTICE OF PERMIT WILL RESULT IN THE PERMIT BECOMING INVALID ON ITS OWN TERMS, THE REMOVAL OF ANY EXISTING FACILITIES WITHIN THE RIGHT OF WAY, RESTORATION OF THE RIGHT OF WAY TO THE DISTRICT'S SATISFACTION, AT THE PERMITTEE'S EXPENSE.

**PERMIT NUMBER 11389**  
**JULY 25, 2000**

**SPECIAL CONDITIONS ARE AS FOLLOWS:**

10. THE PERMITTEE IS PUT ON NOTICE THAT THE DISTRICT HAS NO CONTROL OVER THE SALE OR TRANSFER OF REAL OR PERSONAL PROPERTY. THEREFORE, IT IS THE SOLE OBLIGATION OF A PERMITTEE TO DISCLOSE THE EXISTENCE OF A RIGHT OF WAY OCCUPANCY PERMIT, ITS TERMS AND CONDITIONS TO PROSPECTIVE PURCHASERS. UPON CONVEYANCE OF THE PROPERTY, THE NEW OWNER MUST SUBMIT A WRITTEN REQUEST THAT THE DISTRICT TRANSFER THE PERMIT INTO HIS/HER NAME(S).
11. THE PERMITTEE SHALL HAVE A COPY OF THIS PERMIT AVAILABLE ON-SITE AT ALL TIMES.
12. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, THE PERMITTEE IS REQUIRED TO CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT, SO THAT A FINAL INSPECTION MAY BE SCHEDULED.

**END.**

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FORM 20157  
Rev. 08/95

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE**

**PERMIT MODIFICATION NO. 06-03067-P**

**DATE ISSUED: AUGUST 9, 2001**

*Permit  
South FLA  
WEA LD 1  
SFWRD*

**PERMITTEE:** BERGERON PROPERTIES & INVESTMENT CORPORATION  
(ISLES AT WESTON (GULFSTREAM))  
19812 NW 69TH PL.  
FORT LAUDERDALE, FL 33332

**ORIGINAL PERMIT ISSUED:** SEPTEMBER 14, 2000

**ORIGINAL PROJECT DESCRIPTION:** AUTHORIZE CONCEPTUAL APPROVAL OF A SWM SYSTEM SERVING 321.9 ACRES OF RESIDENTIAL DEVELOPMENT KNOWN AS GULFSTREAM. AUTHORIZE CONSTRUCTION AND OPERATION OF THE BACKBONE SURFACE WATER MANAGEMENT SYSTEM, EXCAVATION OF THE LAKES, BLANKET FILLING OF THE SITE TO AN AVERAGE GRADE ELEVATION OF 7.0' NGVD, AND CONSTRUCTION OF 63.3 ACRES OF WETLAND MITIGATION AREAS.

**APPROVED MODIFICATION :** AUTHORIZATION FOR MODIFICATION OF A CONCEPTUAL APPROVAL SERVING A 328 ACRE RESIDENTIAL DEVELOPMENT KNOWN AS ISLES AT WESTON (F.K.A. GULFSTREAM). AUTHORIZATION FOR LAKE EXCAVATION, SITE FILLING AND GRADING, AND CONSTRUCTION OF THE WETLAND MITIGATION AREAS.

**PROJECT LOCATION:** BROWARD COUNTY, SECTION 24,25 TWP 50S RGE 39E

**PERMIT DURATION:** Five years to complete construction of the surface water management system from the date issued. Conceptual Approval is valid for two (2) years from the date issued. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit Modification is approved pursuant to Application No. 010601-30, dated June 1, 2001. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes(F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), F.A.C.

All specifications and special and limiting/general conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitting activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**  
SEE PAGES 2 - 3 OF 8 (13 SPECIAL CONDITIONS).  
SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS).

**PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

FILED WITH THE CLERK OF THE  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Original signed by  
**TONY BURNS**

ON ORIGINAL SIGNED BY:  
JENNIFER KRUMLAUF

BY \_\_\_\_\_

BY \_\_\_\_\_  
DEPUTY CLERK

ASSISTANT SECRETARY

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: 8.5 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: 7 FEET NGVD.
3. DISCHARGE FACILITIES:
  - 1-1.18' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 5.68' NGVD.
  - 1-.4' W X .68' H X 16 DEG. V-NOTCH WITH INVERT AT ELEV. 5' NGVD.
  - 60 LF OF 4' DIA. RCP CULVERT.
- RECEIVING BODY : C-11 CANAL
- CONTROL ELEV : 5 FEET NGVD.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE TOP SOILED AND STABILIZED THROUGH SEEDING OR PLANTING FROM 2 FEET BELOW TO 1 FOOT ABOVE THE CONTROL ELEVATION TO PROMOTE VEGETATIVE GROWTH.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. THE PROPERTY WHICH IS THE SUBJECT OF THIS PERMIT IS LOCATED IN AN AREA WHICH MAY BE INCLUDED IN A PROPOSED EVERGLADES REGULATORY PROGRAM IN THE FUTURE PURSUANT TO SECTION 373.4592, FLORIDA STATUTES (EVERGLADES FOREVER ACT). THIS SPECIAL CONDITION IS INTENDED TO NOTIFY THE PERMITTEE THAT THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL OR NEW PERMITTING AND/OR WATER QUALITY REQUIREMENTS AS A RESULT OF THIS PROJECTS POTENTIAL IMPACT TO THE WATER RESOURCES OF THE EVERGLADES PROTECTION AREA.
10. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF HOMEOWNERS ASSOCIATION. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
11. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE      ACTIVITY

SEPTEMBER 10, 2001 SUBMIT DOCUMENTATION OF SUBMITTAL OF REVISED  
CONSERVATION EASEMENT TO BROWARD CO  
MARCH 11, 2002 SUBMIT CERTIFIED COPY OF RECORDED CONSERVATION  
EASEMENT  
OCTOBER 1, 2002 EXCAVATION AND GRADING MITIGATION AREA  
OCTOBER 1, 2002 EXOTIC VEGETATION REMOVAL  
NOVEMBER 1, 2002 SITE INSPECTION OF VEGETATION REMOVAL, EXCAVATION  
PLAN  
MARCH 1, 2003 PLANTING MITIGATION AREA  
APRIL 15, 2003 ESTABLISH PERMANENT TRANSECTS, PHOTOREFERENCE  
STATIONS AND STAFF GAUGES  
AUGUST 1, 2003 TIME ZERO MONITORING REPORT  
AUGUST 1, 2004 FIRST MONITORING REPORT  
AUGUST 1, 2005 SECOND MONITORING REPORT  
AUGUST 1, 2006 THIRD MONITORING REPORT  
SEPTEMBER 1, 2006 SITE INSPECTION OF MITIGATION AREA SUCCESS  
AUGUST 1, 2007 FOURTH MONITORING REPORT  
SEPTEMBER 1, 2008 FIFTH MONITORING REPORT

12. NO LATER THAN SEPTEMBER 10, 2001 AND PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES IN WETLANDS THE PERMITTEE SHALL SUBMIT VERIFICATION THAT THE REVISED CONSERVATION EASEMENT HAS BEEN RECORDED FOR THE REAL PROPERTY DESIGNATED AS MITIGATION AREA (INCLUDING BUFFERS) ON THE ATTACHED EXHIBIT NO. 2. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES TO BE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE IN CONFORMANCE WITH ATTACHED EXHIBIT NO. 5. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT.

NO LATER THAN MARCH 11, 2002, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT OR A CERTIFIED COPY OF THE RECORDED CONSERVATION EASEMENT TO THE ENVIRONMENTAL RESOURCE COMPLIANCE DEPARTMENT AT THE DISTRICT HEADQUARTERS WHERE THE APPLICATION WAS SUBMITTED.

13. ALL SPECIAL CONDITIONS, EXHIBITS AND OTHER MATERIALS PREVIOUSLY STIPULATED BY PERMIT NUMBER 06-03067-P REMAIN IN EFFECT UNLESS OTHERWISE REVISED AND SHALL APPLY TO THIS MODIFICATION.

## GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.



7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR

OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

