

PARK PLACE AT PLANTATION

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**PARK PLACE AT PLANTATION**

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**DECLARATION  
FOR  
PARK PLACE AT PLANTATION**

THIS DECLARATION FOR PARK PLACE AT PLANATION (this "**Declaration**") is made by Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined in by Park Place at Plantation Community Association, Inc., a Florida not-for-profit corporation ("**Association**").

R E C I T A L S

A. Lennar is or will be the owner of the real property in Broward County, Florida more particularly described in **Exhibit 1** attached hereto and made a part hereof ("**Park Place at Plantation**").

B. Lennar desires to subject Park Place at Plantation to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising Park place of Planation, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, Lennar hereby declares that every portion of Park Place at Planation is to be held, transferred, sold, conveyed, used and occupies subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions**. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for Park Place at Plantation established pursuant to Section 18.1 hereof.

"**Access Control System**" shall mean any system intended to control access and/or enhance the welfare of exclusively Park place at Planation

"**Articles**" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16 hereof.

"**Association**" shall mean Park Place at Plantation Community Association, Inc., its successors and assigns.

"**Association Documents**" shall mean this Declaration, the articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"**Board**" shall mean the Board of Directors of Association.



“**Builder**” shall mean any person or entity that purchases a Parcel of Lot from Developer for the purpose of constructing one of more Homes.

“**Building Department**” shall mean the building department of City.

“**By-Laws**” shall mean the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

“**Cable Services**” shall mean “basic service tier” as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

“**City**” shall mean the City of Plantation, Florida.

“**City Council**” shall mean the collective members of the City Council.

“**City Engineer**” shall mean the officially designated engineer for the City.

“**Code**” shall mean the code of ordinances of the City as of the date hereof.

“**Common Areas**” shall mean all real property interests and personalty within Park Place at Plantation designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use the without limitation, open space areas, recreational facilities, entrance features, improvements, easement areas owned by others, additions, irrigation pumps, canals, pools, cabanas, irrigation areas, irrigation lines, streets, parking areas, lights, fences, commonly used utility facilities, signage, other listing, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRART, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARION IS FOR DESCRIPTIVE PURPOSED ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF TE COMMON AREAS TO BE OWNE, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

“**Community Completion Date**” shall mean the date upon which all homes in Park Place at Plantation, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

“**Community Standards**” shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 18.5 hereof.

“**Contractors**” shall have the meaning set forth in Section 18.12 hereof.

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

“**Data Transmission Services**” shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

“**Declaration**” shall mean this Declaration together with all amendments and modifications thereof.

“**Developer**” shall mean Lennar and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

“**Park Place at Plantation**” shall mean all of the real property described in **Exhibit 1** and shall include the Common Areas, each Home, each Parcel, Lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Park Place at Plantation.

“**Front Yard**” shall mean the portion of the yard of every townhome between the front of the Home and road providing access to such Home. In the event that there is any question about what portion of a townhome is part of the Front Yard, the Association’s determination shall be final.

“**Home**” shall mean residential townhome and appurtenances thereto constructed within Park Place at Plantation. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy on for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessment’s with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

“**Individual Assessment**” shall have the meaning set forth in Section 16.2 hereof.

“**Initial Capital Contribution**” shall have the meaning set forth in Section 16.11 herein.

“**Monthly Assessments**” shall have the meaning set forth in Section 16.2 hereof.

“**Lender**” shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home of Lot initially or by assignment of an existing mortgage.

“**Lennar**” shall mean Lennar Homes, Inc., a Florida corporation, its successors and assigns.

“**Lot**” shall mean any platted residential lot shown on a Plat.

“**Master Plan**” shall mean collectively the any full or partial concept plan for the development of Park Place at Plantation, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of

Park Place at Plantation or its amenities, as Developer reserves the right to amend all of part of the Master Plan from time to time.

**“Operating Costs”** shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities’ taxes; taxes; insurance; bonds; Access Control System costs (if any); salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determines to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

**“Owner”** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term “Owner” shall not include Developer or Builder until the Turnover Date, or a Lender.

**“Parcel”** shall mean any portion of Park Place at Plantation upon which one or more Homes may be constructed.

**“Party Wall”** shall mean any fence or wall build as part of the original construction of two or more Homes which is places on the dividing line or platter lot line between such Homes.

**“Permit”** shall mean the permit attached as Exhibit 4 issued by the SFWMD.

**“Plat”** shall mean any plat of any portion of Park Place at Plantation filed in the Public Records, as the same may be amended by Developer, from time to time.

**“Police Department”** shall mean the City police department.

**“Public Records”** shall mean the Public Records of Broward County, Florida.

**“Reserves”** shall have the meaning set forth in Section 16.2 hereof.

**“Rules and Regulations”** shall mean collectively the Rules and Regulations governing Park Place at Plantations as adopted by the Board from time to time.

**“SFWMD”** shall mean those assessments more particularly described as Special Assessments in Section 16.2 hereof.

**“Surface Water Management System”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statues. The Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

**“Telecommunications Provider”** shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications

Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

**“Telecommunications Services”** shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**“Telecommunications Systems”** shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Park Place at Plantation. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, Pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converts, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment and appurtenant devices (e.g., individual adjustable digital units).

**“Telephony Services”** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

**“Title Documents”** shall have the meaning set forth in Section 24.8 hereof.

**“Toll Calls”** shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

**“Turnover Date”** shall mean the date on which transition of control of the Association from Developer to Owners occurs. Without limiting the foregoing, unless otherwise permitted by City, transition of Association control shall take place upon the earlier of the following events: (i) four (4) years from the date this Declaration is recorded; or (iii) at such time as seventy-five percent (75%) of the Homes within park Place at Plantation have been conveyed from Developer to Owners.

**“Use Fees”** shall have the meaning set forth in Section 16.2 hereof.

3. **Plan of Development.** The planning process for Park Place at Plantation is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer’s buyers. Subject to the Title Documents, Developer may wish and has the right to develop Park Place at Plantation and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, condominiums, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Park Place at Planation as finally develop.

4. **Amendment**

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 12.4 hereof which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except that any amendment to this Declaration must first be submitted to City for approval, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Developer may amend this Declaration without City approval if such amendment is for the purpose of clarifying a statement(s) already contained in the Declaration or correcting a scrivener's error(s). Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Park Place at Plantation; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that the Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

## 5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to an including the Turnover Date, additional lands may be made part of Park Place at Planation by Developer, at Developer's sole discretion and with City approval. Such additional lands to be annexed may or may not be adjacent to park Place at Planation. Except for applicable governmental approvals (if any), no consent to such annexation shall be required form any other party (including, but not limited to, Association, Owners or any lenders of any portion of Park Place at Plantation, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Park Place at Plantation. Such amendment may contain additions to, or modifications of, omissions to, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer

and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Park Place at Plantation.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent ( $66\frac{2}{3}\%$ ) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the members at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of Park Place at Planation (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Park Place at Planation shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except for City approval, the withdrawal of any portion of Park Place at Planation shall not require the consent or joinder of any other party (including, but not limited to, Association, owners, or any lenders of any portion of Park Place at Plantation). Association shall have no right to withdraw land from Park Place at Planation.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Park Place at Plantation and each home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Park Place at Plantation which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are perpetual and run with the land. Each Owner, by acceptance of a deed to a Home, irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance places on Park Place at Planation by this Declaration. It is further expressly intended that no re-filing or notice of preservation if necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment. The provisions of this Declaration are equitable servitudes and run with the land.

7.2 Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in this Declaration, the Articles and By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Park Place at Plantation for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Park Place at Plantation part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Park Place at Plantation. In addition, the Common Areas of Park Place at Plantation may include decorative improvements, and berms. Developer may

remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Primary Unified Control Provisions. Developer and City have or will enter into a Unified Control Agreement which includes certain unified control requirements of City including, without limitation, requirements imposed by the City Council through administrative direction, and which requires certain obligations of Developer, Association and each Owner, which must be complied with at all times.

9.1 Amendments. No amendments to the Unified Control Agreement shall be made without the approval of City, which shall review the proposed amendments to ensure that such proposed amendment is consistent with, and does not conflict with, all applicable land development regulations and issued development orders for Park Place at Plantation, and which approval after such limited review shall not be unreasonably withheld.

9.2 Encroachments. No encroachment may be made into any Common Areas that would affect the outward elevations of any primary structure without prior approval by either the City Council or its plan adjustment committee, and all such encroachments shall be uniform as to applicability between Developer and Owners under a delineated procedure approved by the Building Department. Such procedure shall minimally require prior approval of the Owner(s) of the land of such intended encroachments and a hold harmless agreement from such Owner(s) to the City for granting permits for such requested encroachments (it being understood that the City Council can delegate to the Building Department approval of any elevation changes occasioned by such encroachments within the Common Areas).

9.3 Signs. The City's comprehensive sign ordinance must be fully complied with at all times within Park Place at Plantation.

9.4 Traffic Regulations. No traffic regulation, directional signs, or efforts to control flow of traffic or speed of traffic (including, without limitation, speed bumps) may be erected, placed, or otherwise installed upon or adjacent to the private road system within Park Place at Plantation which would conflict with the ordinances of the City or other duly enacted governmental regulations concerning traffic, signage, and control. In the event development phases are not built, at the end of each phase of on-site road construction temporary (or permanent) cul-de-sacs shall be installed, if required by City Engineer, so as to assure reasonable traffic flow. Easements have been or will be additionally granted in favor of governmental and quasi-governmental authorities, utility companies, ambulance or emergency vehicle companies, law enforcement (including, without limitation, enforcement of the Florida Uniform Traffic Control laws) and mail carrier companies, over, under, across and on all roads existing from time to time within Park Place at Plantation as may reasonably be required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for Park Place at Plantation.

9.5 Taxes. In the event Association shall fail to pay applicable real estate taxes and other assessments for any portion of Common Areas, it shall be an obligation of each Owner to pay that Owner's proportionate share of such taxes and assessments (based upon the total cost therefor divided by the number of Homes in Park Place at Plantation), and such proportionate share shall be a lien against each such Home, enforceable by City. Furthermore, in the event that any Home subject to these



restrictions ever, for any reason, becomes titled in the City, by tax deed or otherwise, the City may, without any additional evidence of consent by Association and without any additional specific evidence of delivery of the deed(s), convey to Association (subject to the restrictions contained in this Declaration) the City's interest to such Home.

9.6 Lawn Maintenance During Construction Phases. During the construction phase(s) of Park Place at Plantation, Developer shall cause undeveloped lands to be mowed regularly by a bush hog tractor. In the event a bush hog tractor is impractical for any reason in Developer's sole discretion, Developer shall cause such undeveloped lands to be mowed with a lawn tractor or mower.

9.7 Structural Attributes. Developer shall use all of the following structural attributes in building Homes and/or the Common Areas within Park Place at Plantation: (i) cement tile roofs with staggered roof lines; (ii) stucco or brick covered siding and walls; (iii) landscaped entryway and property perimeter features; (iv) a perimeter metal picket fence; (v) all Homes will have central air and heating systems, hot water and public sewer service; (vi) Homes will have porches and rear covered patios; (vii) a Common Area pool and pavilion; and (viii) an internal alarm system in each Home. The foregoing structural attributes are subject to the terms of this Declaration.

9.8 Lien Rights of City for Maintenance. In the event City must enforce any maintenance obligation of Developer, Association or Owner under this Declaration, City shall have a lien against the property so maintained for the amount of the costs of such maintenance and provide written evidence of such lien to Association as early as possible.

#### 10. Operation of Common Areas.

10.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 10.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of Park Place at Plantation or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion and without notice.

10.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personality contained therein, and such other improvements and personality as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Park Place at Plantation, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans,

specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

10.3 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer.

10.4 Conveyance.

10.4.1 Generally. Within sixty (60) days after the Turnover Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. Association shall pay all costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each irrevocable Owner's ingress and egress easement to his or her Home as set forth in this Declaration.

10.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

10.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

10.4.2.2 matters reflected in the plat(s) of Park Place at Plantation;

10.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns; record;

10.4.2.4 all restrictions, easements, covenants and other matters of

10.4.2.5 in the event that Association believes that Developer shall have

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

a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$200,000.00 which Association and Developer agree is a fair and reasonable remedy; and

10.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of Park Place at Plantation) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

10.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Park Place at Plantation including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) after the Turnover Date, approval of (a) sixty-six and two thirds percent (66<sup>2</sup>/<sub>3</sub>%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

10.6 Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

10.7 Delegation and Managers. Once conveyed or dedicated to Association, the

Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

## 10.8 Use.

10.8.1 General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate.

10.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to and including the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

10.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

10.8.4 Assumption of Risk. Without limiting any other provision herein, each person within any portion of Park Place at Plantation accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of Park Place at Plantation (e.g., the Common Areas ) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Park Place at Plantation and (e) design of any portion of Park Place at Plantation. Each person entering onto any portion of Park Place at Plantation also expressly indemnifies and agrees to hold harmless Developer, and Association and all employees, directors, representatives, officers, agents, and partners 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, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including without limitation, any pool or area adjacent to a canal, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, BUILDERS, 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.

10.8.5 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas including, without limitation, use of waterbodies within Park Place at Plantation by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

#### 10.9 Rules and Regulations.

10.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Park Place at Plantation. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

10.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer and shall not be applied in a manner which would adversely affect the interests of the Developer. Without limiting the foregoing, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial, club uses, and industrial uses, Homes, Common Areas, and related improvements within Park Place at Plantation, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Park Place at Plantation), general office and construction operations within Park Place at Plantation; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Park Place at Plantation for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Park Place at Plantation; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Park Place at Plantation owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Park Place at Plantation including, without limitation, Homes; (vi) excavate fill from any waterways within and/or contiguous to Park Place at Plantation by dredge or dragline, store fill within Park Place at Plantation and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Park Place at Plantation and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Park Place at Plantation.

10.10 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the

Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

10.11 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Broward County and all other applicable governing entities having jurisdiction with respect to the same.

10.12 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

10.13 Site Plans and Plats. Park Place at Plantation may be subject to one or more plats (each individually, a "Plat"). The Plat may identify some of the Common Areas within Park Place at Plantation. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

## 11. Party Walls

11.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Park Place at Plantation which are built by Developer as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements

of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

11.2 Painting. Each Owner shall be responsible for painting the portion of any Party Wall which faces his or her Home.

11.3 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution :from the other under any rule of law regarding liability for negligent or willful acts or omissions.

11.3.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

11.3.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

11.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.3.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

12. Maintenance by Association.

12.1 Common Areas. All Common Areas shall be maintained in a safe, neat and well- kept manner by Association or its successor(s). All sidewalks, roads, streets, driveways, parking areas, and other paved or hard surfaced areas located within the Common Areas and intended for use by vehicular or pedestrian traffic shall be kept clean and free of debris at all times by Association, and cracks (including uneven settlement at expansion or control joints) and damaged or eroding areas on same shall be repaired, replaced, or resurfaced as necessary in Association's discretion or as requested by City Engineer. All curbing and bumper stops within the Common Areas, if any, shall be replaced by Association, if damaged. All striping including, but not limited to, parking spaces, traffic lanes, and directional markings, within any road, street, or parking area located within the Common Areas shall be repainted as necessary in Association's discretion or as requested by the City Engineer, so that same will be clearly visible at all times. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon. Association shall maintain the lawns within the Common Areas with a tractor or mower. Until

the Community Completion Date, all vegetative growth in the undeveloped portions of Park Place at Plantation shall be cut so as to keep such vegetative growth at a 12 inch height limit or lower. Without limiting the foregoing, at all times lawns within Park Place at Plantation shall be cut so as to keep growth at a 12 inch height limit or lower. All recreational amenities, perimeter walls and other structures which are part of the Common Areas shall have painting or other exterior maintenance periodically performed as reasonably required by the Board, or as reasonably requested by City, so that no excessive or unsightly mildew, rust deposits, dirt, paint peeling, cracking, graffiti, or deterioration shall accumulate. Association shall be responsible for root pruning trees within the Common Areas.

12.2 Perimeter Fences. Association or a multi-purpose taxing district shall be responsible for maintaining any perimeter fences which form a part of the Common Areas of Park Place at Plantation. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any perimeter fences that lie within an Owner's Lot. Each Owner shall also be responsible for maintaining any fencing within his or her Lot.

12.3 Lawn Maintenance. Association shall cut, edge and fertilize the lawn and trim the hedges in the yard of each Home. Association shall also weed and mulch the plant bed(s) in the yard of each Home, provided that the Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer. In the event an Owner has modifies the plant bed(s) as initially installed by Developer, then such Owner shall be solely responsible for maintenance of such plant bed(s). Association shall be responsible for the irrigation and sprinkler systems in the yard of each Home; provided, however, any modifications by an Owner are the responsibility of such Owner. Each Owner is responsible for replacing dead or damaged grass and/or landscaping at such Owner's sole expense. Further, should an Owner upgrade or change landscaping in a yard with ACC approval, such Owner shall be responsible for maintaining such upgraded or changed landscaping of such Owner's sole expense. Each Owner is specifically responsible for maintaining all landscaping within any portion of a Home that is fenced and inaccessible to Association. A Home with a fence or wall that has a gate or opening of less than five (5) feet shall be deemed inaccessible to Association. Moreover, Association is not responsible for damage to fences, walls, screen enclosures and/or gates resulting from lawn and landscape maintenance. Further, Association shall not maintain a yard that is covered or blocked in any fashion by patio furniture or other objects. Association will not maintain yards containing pets. Association is granted a three (3) foot maintenance easement from the rear property line of each Home for the purpose of maintaining the yards of Homes. No structure, vegetation or other obstruction shall be placed within this maintenance easement as set forth in Section 15.8 herein. Any inaccessible portion of a yard will not be maintained by the Association. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY HAVE FRONT YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

#### 12.4 Surface Water Management System.

12.4.1 Duty to Maintain. The Surface Water Management System within Park Place at Plantation will be owned, maintained and operated by Association as permitted by the SFWMD. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from



Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

12.4.2 Amendments to Association Documents. Any proposed amendment to Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

12.5 Adjoining Areas. Association shall also maintain those drainage areas, swales, maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

12.6 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

12.7 Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Park Place at Plantation for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Park Place at Plantation if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

12.8 Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are within or outside of Park Place at Plantation and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Park Place at Plantation. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

12.9 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.10 Driveway and Sidewalk Easement. Each Owner shall be responsible to repair any damage to a driveway which comprises part of a Home and the sidewalk abutting the front Lot of the

Home, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

12.11 Enforcement of Maintenance by City. In the event Park Place at Plantation is not adequately maintained in accordance with the standards set forth in this Section 12, City shall notify Association and give Association a reasonable opportunity to maintain such elements as are required herein. If Association shall refuse or fail to maintain same after written notice and a reasonable opportunity to cure, then City shall have the right, but not the obligation, to repair or maintain same and Association shall be responsible for the costs thereof. The fact that City undertakes repair or maintenance shall impose no continuing duty on the part of City for such repair and/or maintenance. This remedy shall be supplemental and cumulative to all other remedies of City to enforce its ordinances and development requirements.

13. Use Restrictions. In addition to use restrictions, each Owner must comply with the following:

13.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

13.2 Animals. No animals of any kind shall be raised, bred or kept within Park Place at Plantation for commercial purposes. Otherwise, Owners may keep one (1) domestic dog or one (1) domestic cat, not exceeding fifty (50) pounds, and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside R Home unless such pet is kept on a leash or within a enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Park Place at Plantation designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

13.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

13.4 Canal Slopes. The rear yard of some Homes may border canals forming part of the Common Areas. The Association may maintain portions of the Common Areas contiguous to the rear lot line of such Home which comprise part of canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the canals shall ensure that canal banks and slopes on such Owner's Lot remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the and Association an easement of ingress and egress across his or her Home to all adjacent canal areas for the purpose of insuring compliance with the requirements of this Section.

13.5 Cars and Trucks.

13.5.1 Parking. Each Owner will be assigned one (1) parking space. An Owner with two (2) cars may park his or her second car in the designated guest parking areas, if such spaces are available. No vehicles of any nature shall be parked on any portion of Park Place at Plantation or a Lot except on the surfaced parking area thereof. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Park Place at Plantation except during the period of a delivery.

13.5.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Park Place at Plantation for more than twelve hours. No repair or maintenance, except emergency repair, of vehicles shall be made within Park Place at Plantation., No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

13.5.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept with Park Place. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Park Place at Plantation facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Park Place at Plantation. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle.

13.6 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 14.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

13.7 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, no commercial or business activity shall be conducted in any Home within Park Place at Plantation.

Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provide otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Park Place at Plantation. No solicitors of a commercial nature shall be allowed within Park Place at Plantation, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

13.8 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Park Place at Plantation.

13.9 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

13.10 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Park Place at Plantation.

13.11 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Park Place at Plantation without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

13.12 Disputes as to Use. If there is any dispute as to whether the use of any portion of Park Place at Plantation complies with this Declaration, such dispute shall, prior to and including the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

13.13 Drainage System. In the event that the drainage system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

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

13.15 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except for perimeter areas screened by landscaping as permitted by this Declaration. All enclosures of balconies or patios must be approved by the ACC. All rear yard fencing shall be limited to four (4) foot, white aluminum picket fencing.

13.16 Fuel Storage. No fuel storage shall be permitted within Park Place at Plantation, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

13.17 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. Notwithstanding, the foregoing the City requires that such garbage pick-up be provided by an individual or entity that holds an active franchise with City for such services. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Lot.

13.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the ACC. 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 forty-eight (48) 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. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

13.19 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. No Owner whose Home adjoins a waterway may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Any use of canal water is at the Owner's sole risk as chemicals are used to control aquatic vegetation. Association may use waterways to irrigate Common Areas subject to applicable permitting. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner, shall be the maintenance obligation of the Association and shall be deemed part of the Common Areas. Association shall be responsible for the maintenance of the sprinkler system and irrigation in the yards of each Home and the same shall be deemed an operating cost of Association.

13.20 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot.

13.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Park Place at Plantation. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Park Place at Plantation shall be the same as the responsibility for maintenance and repair of the property concerned.

13.22 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

13.22.1 All grass and landscaping located within any rear yard of a Lot that is fenced pursuant to Section 13.15 herein, shall be maintained by the Owner. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

13.22.2 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Park Place at Plantation, and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Owners shall not be allowed to install concrete or brick pavers. If any Owner installs an improvement on his or her Lot which results in any change in the flow and/or drainage of surface water, such Owner shall be responsible for the costs of any and all drainage problems resulting from the installation of such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

13.22.3 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

13.23 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

13.24 Maintenance by Owners.

13.24.1 Standard of Maintenance. All Homes, Lots, property, structures,

improvements, fences, and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition by the Owner of each Home, consistent with the general appearance of Park Place at Plantation and the requirements of City. All sidewalks, roads, streets, driveways, parking areas, and other paved or hard surfaced areas located within Lots and intended for use by vehicular or pedestrian traffic shall be kept clean and free of debris at all times by the Owner of such Lot, and cracks (including uneven settlement at expansion or control joints) and damaged or eroding areas on same shall be repaired, replaced, or resurfaced as necessary in Association's discretion or as requested by City Engineer. All curbing and bumper stops within Lots shall be replaced by the Owner of such Lot, if damaged. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Home.

13.24.2 Enclosed Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with the ACC approval, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

13.24.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

13.25 Minor's Use of Facilities. Adults shall be responsible for all actions of their minor children at all times in and about Park Place at Plantation. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

13.26 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Park Place at Plantation is permitted. No firearms shall be discharged within Park Place at Plantation. Nothing shall be done or kept within the Common Areas, or any other portion of Park Place at Plantation, including a Home or Lot which will increase the rate of insurance to be paid by Association.

13.27 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of Park Place at Plantation, which is unsightly or which interferes with the comfort and convenience of others.

13.28 Pools. No pools shall be permitted.

13.29 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aeriels, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.30 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

13.31 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Park Place at Plantation that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. "For Sale" signs may not be larger than 6" x 12". No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Park Place at Plantation, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, shall be permitted without ACC approval.

13.32 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Park Place at Plantation without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

13.33 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by landscaping, fencing or walls approved by the ACC so that such boat is not visible from the street. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

13.34 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Park Place at Plantation, without the prior written approval of Developer, which may be granted in its sole discretion.

13.35 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Park Place at Plantation or within any Home or Lot, except those which are required for normal household use.

13.36 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

13.37 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.



13.38 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. , No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

13.39 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13.40 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

13.41 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

#### 14. Insurance.

14.1 Association. Association shall maintain the following insurance coverage:

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

14.1.5 Developer. Prior to and including the Turnover Date, Developer shall have

the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

#### 14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2.3 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Park Place at Plantation.

14.2.4 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair performed by Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors

and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

14.3 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

14.3.1 The bonds shall name Association as an obligee.

14.3.2 The bonds shall contain waivers, by the issuers of the bonds, of .all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

14.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

14.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

14.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

14.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

14.7 Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

14.8 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Park Place at Plantation shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

15.1.2 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid. Notwithstanding the foregoing, such suspension shall not be enforceable by the Police Department or other governmental authority absent a court order upholding such suspension.

15.1.3 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to and including the Community Completion Date without prior written consent of Developer.

15.1.4 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

15.1.5 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.6 The rights of Developer and/or Association regarding Park Place at Plantation as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

15.1.7 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.1.8 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under Park Place at Plantation as

may be required in connection with the development of Park Place at Plantation, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Park Place at Plantation, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Park Place at Plantation for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Park Place at Plantation from Developer's sales facilities located within Park Place at Plantation. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 21.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

Without limiting any other provision of this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Park Place at Plantation.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon a Home or Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to and including the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Park Place at Plantation (including Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each

Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Park Place at Plantation (including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of Developer, the District, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon Park Place at Plantation for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Park Place at Plantation (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Park Place at Plantation and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Park Place at Plantation and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Easement in favor of Association. Association is hereby granted an easement over all of Park Place at Plantation, including all Homes and Lots, for the purpose of constructing, maintaining, replacing and operating all Common Areas, including, but not limited to, perimeter walls and fences.

15.11 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Assessments.

16.1 Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "**Assessments**"). All Owners and Builders shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot owned by a Builder which does not contain a Home. As vacant Lots owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same.

16.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Park Place at Plantation, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

16.2.1 Any monthly Assessment (as determined by the Board) or charge for the

purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "**Monthly Assessments**");

16.2.2 Any special assessments emergencies, the repair or replacement of the (hereinafter "**Special Assessments**"); for capital improvements, major repairs, Common Areas, or nonrecurring expenses

16.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "**Use Fees**");

16.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "**Reserves**"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

16.2.5 Assessments for which one or more Owners (but less than all Owners) within Park Place at Plantation is subject ("**Individual Assessments**") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

16.3 Designation. The designation of Assessment type shall be made by Association. Prior to and including the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

#### 16.4 Allocation of Operating Costs.

16.4.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

16.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Park Place at Plantation conveyed to Owners or any greater number determined by Developer from time

to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

16.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

16.4.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

16.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

16.6 Use Fees and Individual Assessments. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

16.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot to such Builder.

16.8 Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to and including the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of income receivable by Association or (ii) to pay Monthly Assessments on Homes or Lots owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (e.g., once such amount is finally determined). Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

16.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home



is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Builder Budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

16.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

16.10.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner and Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget are adopted mid-year or in order to change the fiscal year of the Association.

16.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

16.10.3 Association may establish Use Fees from time to time by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

16.11 Initial Capital Contribution. The first purchaser of each Lot, Home or Lot, at the time of closing of the conveyance from the Developer to the purchaser, shall pay to the Developer an initial capital contribution in the amount of two (2) months Assessments (the "**Initial Capital Contribution**"). The funds derived from the Initial Capital Contributions shall be used at the discretion of the Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Capital Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

16.12 Resale Capital Contribution. Association may establish a resale capital contribution ("**Resale Capital Contribution**"). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Capital Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

16.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

16.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

16.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

16.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

16.17 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

16.18 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

16.19 Exemption. The Board shall have the right to exempt any portion of Park Place at Plantation subject to this Declaration from the Assessments, provided that such portion of Park Place at Plantation exempted is used (and as long as it is used) for any of the following purposes:

16.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

16.19.2 Any real property interest held by a Telecommunications Provider;

16.19.3 Any of Park Place at Plantation exempted from ad valorem taxation by the laws of the State of Florida;

16.20 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

16.21 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

16.22 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association

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17. Information to Lenders and Owners.

17.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

17.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

17.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

17.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

17.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

18. Architectural Control. In addition to the architectural control provisions, the following provisions govern Park Place at Plantation.

18.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Park Place at Plantation. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co- chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce the Community Standards as set forth herein.

18.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

18.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Park Place at Plantation. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Park Place at Plantation by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding

structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to and including the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

18.4 Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING PARK PLACE AT PLANTATION. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW PARK PLACE AT PLANTATION WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

18.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board of Association from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

18.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

18.7 Power and Duties of the ACC. No improvements shall be constructed on any portion of Park Place at Plantation, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Park Place at Plantation, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

18.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement,

prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

18.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

18.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

18.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

18.8.6 Upon disapproval, the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board of Association, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

18.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The

granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

18.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

18.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Park Place at Plantation shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Park Place at Plantation shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Park Place at Plantation and no construction materials shall be stored in Park Place at Plantation subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Park Place at Plantation or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

18.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Park Place at Plantation as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

18.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Park Place at Plantation.

18.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Park Place at Plantation. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all

contracts relating to construction within Park Place at Plantation and each Owner shall include the same therein.

18.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Park Place at Plantation at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

18.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

18.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

18.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 18.13 herein.

18.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

18.19 Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the



members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

19. Owners Liability.

19.1 Violations. Should any Owner do any of the following:

19.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD; or

19.1.2 Cause any damage to any improvement or Common Areas; or

19.1.3 Impede Developer or Association from exercising its rights or performing its responsibilities hereunder; or

19.1.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

19.1.5 Impede Developer from proceeding with or completing the development of Park Place at Plantation; then, Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

19.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

19.2.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.2.2 Commence an action to recover damages; and/or breach.

19.2.3 Take any and all action reasonably necessary to correct the violation or

19.3 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

19.4 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

19.5 Rights Cumulative. All rights, remedies, and privileges granted to SFWMD, Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

19.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Association and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

19.7 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida States, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD.

19.7.1 A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

19.7.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee, does not, by a majority vote, approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of hearing of the Violations Committee.

19.7.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.7.4 The Violations Committee may impose Individual Assessments against the Owner as follows of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

20. Additional Rights of Developer.

20.1 Sales Office and Administrative Offices. For so long as Developer and its assigns owns any property in Park Place at Plantation, is affected by this Declaration, or maintains a sales office or administrative office within Park Place at Plantation, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Park Place at Plantation and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Park Place at Plantation. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Park Place at Plantation, including Common Areas, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

20.2 Modification. The development and marketing of Park Place at Plantation will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Park Place at Plantation to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

20.3 Promotional Events. Prior to and including the Community Completion Date, Developer Builders, and their assigns shall have the right, at any time, to hold marketing and promotional events within Park Place at Plantation and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Park Place at Plantation and Homes in advertisements and other media by making reference to Park Place at Plantation, including, but not limited to, pictures or drawings of Park Place at Plantation, Common Areas, and Homes constructed in Park Place at Plantation. All logos, trademarks, and designs used in connection with Park Place at Plantation are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights to each Builder.

20.4 Use by Prospective Purchasers. Prior to and including the Community Completion Date, Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Park Place at Plantation.

20.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

20.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("**Manager**") for management of Association and the Common Areas.

20.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, upon and across Park Place at Plantation so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of Park Place at Plantation so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Park Place at Plantation. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to and including the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

20.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

20.9 Additional Development. If Developer withdraws portions of Park Place at Plantation from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

20.10 Representations. Developer makes no representations concerning development both within the boundaries of Park Place at Plantation including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed

forms of ownership and/or other improvements on Park Place at Plantation or in Park Place at Plantation or adjacent or near Park Place at Plantation, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF PARK PLACE AT PLANTATION INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

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

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

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

20.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR

NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

20.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN BROWARD COUNTY, FLORIDA AND EACH HOME IS LOCATED IN BROWARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA.

20.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER.

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

20.15 Access Control System. ASSOCIATION, DEVELOPER AND BUILDER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ACCESS CONTROL. Each and every Owner and the occupant of each Home acknowledges that Association, Developer and Builder and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Association,

Developer and Builder will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

21. Telecommunications Services.

21.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of Park Place at Plantation. Notwithstanding, the foregoing the City requires that Cable Services be provided by an individual or entity that holds an active franchise with City for such Cable Services. Prior to and including the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with the Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Park Place at Plantation as agreed, from time to time, between the Telecommunications Provider and Developer.

21.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of Park Place at Plantation pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Park Place at Plantation for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Park Place at Plantation for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of Park Place at Plantation, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

21.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank or its successor on the date of such

invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

21.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

23. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF PARK PLACE AT PLANTATION ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO PARK PLACE AT PLANTATION. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF PARK PLACE AT PLANTATION, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO PARK PLACE AT PLANTATION WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS



ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF PARK PLACE AT PLANTATION HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$200,000.00 which Association and Developer agree is a fair and reasonable remedy.

24.5 Execution of Documents. Developer's plan of development for Park Place at Plantation may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in- fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

24.6 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.7 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.8 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Title Documents and this Declaration (collectively, the "**Title Documents**"). Developer's plan of development for Park Place at Plantation may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE NEIGHBORHOOD TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable

governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

24.8.1 to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

24.8.2 that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal 1<sup>st</sup> day of March, 2004.

**WITNESSES:**

MARLENE SCHRAGER  
 Print Name: MARLENE SCHRAGER

WENDY GARDNER  
 Print Name: WENDY GARDNER

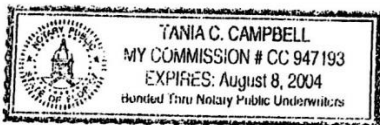
**LENNAR HOMES, INC.,** a Florida corporation

By: [Signature]  
 Name: D. SCOTT WOODREY  
 Title: VP., Div. Pres. {SEAL}

STATE OF FLORIDA            )  
   ) SS.:  
 COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2004 by D. Scott Woodrey, as Vice President of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



[Signature]  
 NOTARY PUBLIC, State of Florida at Large  
 Print Name: TANIA C. CAMPBELL

JOINDER

PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC.

PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC. ("Association") does hereby join in the Declaration for Park Place at Plantation (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1<sup>st</sup> day of March, 2004.

**WITNESSES:**

Audrey Jones  
 Print Name: Audrey Jones  
Wendy Gainey  
 Print Name: WENDY GAINAY

**PARK PLACE AT PLANTATION  
 COMMUNITY ASSOCIATION, INC. , a  
 Florida not-for-profit corporation**

By: Marlene Schrager  
 Name: MARLENE SCHRAGER  
 Title: PRESIDENT

{SEAL}

STATE OF FLORIDA            )  
   ) SS.:  
 COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2004 by Marlene Schrager, as Vice President of PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



Tania C. Campbell  
 NOTARY PUBLIC, State of Florida at Large  
 Print Name: TANIA C. CAMPBELL

**((H03000284616 7))**

**EXHIBIT 1**

**LEGAL DESCRIPTION**

((H03000284616 7))

**LEGAL DESCRIPTION**

Park Place At Plantation, according to the plat thereof, as recorded in Plat Book 173, Page 112, in the Public Records of Broward County, Florida.

**((H03000284616 7))**

**EXHIBIT 2**

**ARTICLES OF INCORPORATION**



I certify from the records of this office that PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on September 29, 2003.

The document number of this corporation is N03000008409.

I further certify that said corporation has paid all fees due to this office through December 31, 2003, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.6, Florida Statutes, and authenticated by the code, 003A00053702-093003-N03000008409-1/1, noted below.

Authentication Code: 003A00053702-093003-N03000008409-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirtieth day of September, 2003.

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State





I certify the attached is a correct and true copy of the Articles of Incorporation of PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on September 29, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000284616. This certificate is issued in accordance with Section 15.6, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N03000008409.

Authentication Code: 003A00053702-093003-N03000008409-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirtieth day of September, 2003.

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State





**((H03000284616 7))**

ARTICLES OF INCORPORATION  
OF  
PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

**((H03000284616 7))**

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**ARTICLES OF INCORPORATION  
OF  
PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC. (the "**Association**").
2. Principal Office. The principal office of the Association is 8190 State Road 84, David, Florida 33324.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 200 South Biscayne Blvd., Suite 3400, Miami, Florida 33131. The name of the Registered Agent of the Association is:

PATRICIA KIMBALL FLETCHER, P.A.

4. Definitions. A declaration entitled Declaration for Park Place at Plantation (the "**Declaration**") will be recorded in the Public Records of Broward County, Florida, and shall govern all of the operations of a community to be known as Park Place at Plantation. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.
6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and By- Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Park Place at Plantation.

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7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Park Place at Plantation to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Park Place at Plantation, the Common Areas, Lots and Homes and, as provided in the Declaration, to effectuate all of the purposes for which the Association is organized.

7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of the Association, Park Place at Plantation, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and Park Place at Plantation as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three

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(3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

| NAME            | ADDRESS                                    |
|-----------------|--|
| Marlene Schrage | 8190 State Road 84<br>Davie, Florida 33324 |
| Nora Landman    | 8190 State Road 84<br>Davie, Florida 33324 |
| Greg McPherson  | 8190 State Road 84<br>Davie, Florida 33324 |

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. The Association shall have perpetual existence.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to and including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter,

Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly called meeting of the Members in which there is a quorum.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A. Duane Morris LLP  
200 South Biscayne Blvd., Suite 3400  
Miami, Florida 33131

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

|                     |   |         |       |
|---------------------|---|---------|-------|
| President           | Marlene Schragger<br>8190 State Road 84<br>Davie, Florida 33324 |         |       |
| Vice President      | Nora Landman<br>8190 State Road 84<br>Davie, Florida 33324      |         |       |
| Secretary/Treasurer | Greg McPherson<br>8190 State Road 84<br>Davie,                  | Florida | 33324 |


16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transaction in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Developer, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 25<sup>th</sup> day of September, 2003

WITNESSES:

  
Print name: NORA E SANANEZ

  
Print name: Ben Solomon

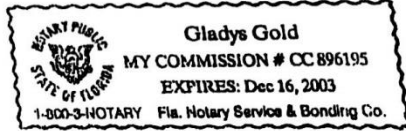
  
Patricia Kimball Fletcher, Esq., Incorporator

STATE OF FLORIDA            )  
  ) SS.:  
COUNTY OF BROWARD        )

((H03000284616 7))

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2003 by Patricia Kimball Fletcher. Esq., who is personally known to me.

My commission expires:



Gladys Gold  
NOTARY PUBLIC, State of Florida at Large  
Print name: Gladys Gold

((H03000284616 7))



(((H03000284616 7)))

**ACCEPTANCE BY REGISTERED AGENT**

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 25<sup>th</sup> day of September, 2003.

PATRICIA KIMBALL FLETCHER, P.A.

By: Patricia K Fletcher  
Patricia Kimball Fletcher, Esq., as President

(((H03000284616 7)))

**EXHIBIT 3**

**BY-LAWS**

**BY-LAWS**  
**OF**  
**PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC.**

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**BY-LAWS**  
**OF**  
**PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC. ("**Association**"). The principal office of the corporation shall be located at Lennar Homes, Inc., 8190 State Road 84, Davie, Florida 33324, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the Declaration for Park Place at Plantation (the "**Declaration**") relating to the residential community known as Park Place at Plantation, recorded, or to be recorded, in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"**Annual Members Meeting**" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"**Articles**" shall mean the Articles of Incorporation for Association, as amended from time to time.

"**By-Laws**" shall mean these By-Laws, together with all amendments and modifications thereof.

"**Declaration**" shall mean the Declaration as modified from time to time.

"**Developer**" shall mean Lennar Homes, Inc. and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"**Minutes**" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"**Special Members Meeting**" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"**Turnover Date**" shall have the meaning set forth in the Declaration. "Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1 Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1 Home Owned by Husband and Wife. With the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5 Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as

Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club.

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.



3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of Association shall be managed by a Board consisting of no less than three (3) persons and no more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the Members.

4.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members.

5.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated

to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Park Place at Plantation Community Association, Inc. by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3 Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of the Association

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records.

7.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of Association and

Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without

the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum. Notwithstanding the foregoing, these By- Laws may be amended after the Turnover Date by sixty-six and two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

**EXHIBIT 4**

**PERMIT**

PREPARED BY AND RETURN TO  
PATRICIA KIMBALL FLETCHER, P.A..  
DUANE MORRIS LLP  
200 SOUTH BISCAYNE BOULEVARD, SUITE 3400  
MIAMI, FLORIDA 33131

INSTR # 103988367  
OR BK 37450 Pages 1619 - 1621  
RECORDED 05/13/04 09:26:01  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 2120  
#1, 3 Pages (ORIGINAL Record)

**FIRST AMENDMENT TO DECLARATION FOR PARK PLACE AT PLANTATION**

THIS FIRST AMENDMENT TO DECLARATION FOR PARK PLACE AT PLANTATION (this "**First Amendment**") is made by Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined by Park Place at Plantation Community Association, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

- A. That certain Declaration for Park Place at Plantation was recorded in Official Records Book 37133, at Page 1639 of the Public Records of Broward County, Florida (the "**Declaration**").
- B. Section 4.2 of the Declaration provides that, prior to the Turnover Date, Lennar, as Developer, shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except that any amendment to the Declaration must first be submitted to City for approval, which approval shall not be unreasonably withheld or delayed. The Turnover Date has not yet occurred.

NOW THEREFORE, Lennar hereby declares that every portion of Park Place at Plantation is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. The defined term "Declaration" is hereby deleted in its entirety and replaced with the following:

"Declaration" shall mean the Declaration and this First Amendment, together with all amendments and modifications thereof.

4. The following two sections are hereby added to Section 12 of the Declaration:

12.12 Duty to Paint Exterior of Homes. Association shall be responsible for repainting the exterior of each Home within Park Place at Plantation, at such time as Association deems such repainting necessary in its sole and absolute discretion, and the costs of the same shall be charged as an Individual Assessment to each Owner whose Home is repainted in accordance with this Section.



12.13 Duty to Maintain Roofs. Association shall be responsible to repair, replace and maintain the roof of each Home within Park Place at Plantation and the costs of the same shall be charged as an Individual Assessment to each Owner whose Home is repaired, replaced or maintained in accordance with this Section.

5. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 7<sup>th</sup> day of May, 2004.

**WITNESSES:**

*[Signature]*  
Print Name: CAROLYN K. CONDERS  
*[Signature]*  
Print Name: Wendy Updegrave

**LENNAR HOMES, INC.,**  
a Florida corporation

By: *[Signature]*  
Name: D. Scott Woodrey  
Title: VP, Div. Pres.  
{SEAL}

STATE OF FLORIDA            )  
  ) SS.:  
COUNTY OF BROWARD        )

The foregoing was acknowledged before me this 7<sup>th</sup> day of May, 2004 by D. Scott Woodrey as President of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who has produced                   N/A                   as identification on behalf of the corporation.

My commission expires: 9/22/05

*[Signature]*  
NOTARY PUBLIC, State of Florida at Large  
Print name: Judith L. Guadagno

**APPROVED BY:**  
*[Signature]*  
Don Lunny, City Attorney  
CITY OF PLANTATION

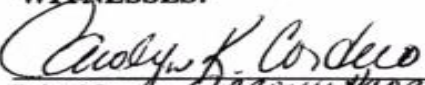
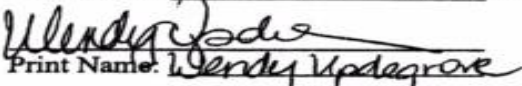


**JOINDER**

PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC.

PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC. (the "**Association**") does hereby join in the First Amendment to Declaration for Park Place at Plantation (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6<sup>th</sup> day of May, 2004.

**WITNESSES:**  
  
 Print Name: CAROLYN K. CORDELO  
  
 Print Name: Wendy Updegrave

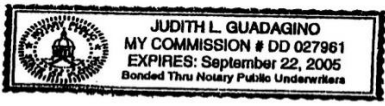
**PARK PLACE AT PLANTATION  
 COMMUNITY ASSOCIATION, INC.,  
 a Florida not-for-profit corporation**  
 By:   
 Name: Marlene Schrager  
 Title: President

{SEAL}

STATE OF FLORIDA        )  
   ) SS.:  
 COUNTY OF BROWARD    )

The foregoing was acknowledged before me this 7th day of May, 2004 by D. Scott Woodrey as President of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_N/A\_\_\_\_\_ as identification on behalf of the corporation.

My commission expires: 9/22/05  
  
 NOTARY PUBLIC, State of Florida at Large  
 Print name: Judith L. Guadagno



PREPARED BY AND RETURN TO  
PATRICIA KIMBALL FLETCHER, P.A..  
DUANE MORRIS LLP  
200 SOUTH BISCAYNE BOULEVARD, SUITE 3400  
MIAMI, FLORIDA 33131

INSTR # 103988367  
OR BK 37450 Pages 1619 - 1621  
RECORDED 05/13/04 09:26:01  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 2120  
#1, 3 Pages

## **SECOND AMENDMENT TO DECLARATION FOR PARK PLACE AT PLANTATION**

THIS SECOND AMENDMENT TO DECLARATION FOR PARK PLACE AT PLANTATION (this "**Second Amendment**") is made by Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined by Park Place at Plantation Community Association, Inc., a Florida not-for-profit corporation (the "**Association**").

### RECITALS

A. That certain Declaration for Park Place at Plantation was recorded in Official Records Book 37133, at Page 1639 of the Public Records of Broward County, Florida (the "**Original Declaration**"), as amended by that certain First Amendment to Declaration for Park Place at Plantation recorded in Official Records Book 37450, at Page 1619 of the Public Records of Broward County, Florida (the "**First Amendment**"). The Original Declaration and the First Amendment shall hereafter be collectively referred to as the "**Declaration**".

B. Section 4.2 of the Declaration provides that, prior to the Turnover Date, Lennar, as Developer, shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except that any amendment to the Declaration must first be submitted to City, for approval, which approval shall not be unreasonably withheld or delayed. The Turnover Date has not yet occurred.

C. Lennar desires to amend the Declaration to revise the legal description so that Tract B is no longer encumbered by the Declaration and as further set forth herein.

NOW THEREFORE, Lennar hereby declares that every portion of Park Place at Plantation is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.

2. **Conflicts.** In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment, the Original Declaration and the First Amendment shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. The defined term "Declaration" is hereby deleted in its entirety and replaced with the following:

"Declaration" shall mean the Original Declaration, the First Amendment, and the Second Amendment, together with all amendments and modifications thereof.

4. Section 24.8 of the Original Declaration is deleted in its entirety and replaced with the following:

24.8 Title Documents. Each Unit Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, which include among other items, the following title documents and this Declaration (collectively, the "Title Documents"):

24.8.1 Reservations, Restrictions, Dedications and Basements as contained on the Plat of 2300 PLAT, recorded in Plat Book 144, Page 18, of the Public Records of Broward County, Florida.

24.8.2 Matters appearing on survey prepared by Carnahan, Proctor, Cross, Inc., under File No. 030716-S2, dated March 10, 2002, and last updated on March 12, 2004, including.

24.8.2.110 foot utility Easement along the North boundary line of the subject property and as shown on the 2300 PLAT, recorded in Plat Book 144, Page 18, of the Public Records of Broward County, Florida.

24.8.2.2 Guard rail encroachment in Northwesterly portion of the subject property.

24.8.2.3 Sidewalk encroachment of approximately 0.30 foot to a 0.50 foot along the East property line of the subject property and up to 2 feet at the Southeast corner of the subject property.

24.8.3 Reservations, Restrictions, Dedications and Easements as contained on the Plat of PARK PLACE AT PLANTATION, recorded in Plat Book 173, Page 112, of the Public Records of Broward County, Florida; as affected by that Agreement for Amendment of Notation on Plat, recorded in Official Records Book 36928, Page 1440.

24.8.4 Perpetual, Unrestricted Utility Easement for Governmental Services recorded in Official Records Book 37133, Page 1741, of the Public Records of Broward County, Florida.

24.8.5 Ordinance recorded in Official Records Book 37842, Page 1713, of the Public Records of Broward County, Florida.

24.8.6 Ordinance recorded in Official Records Book 37842, Page 1718, of the Public Records of Broward County, Florida.

24.8.7 First Amendment to Declaration for Park Place at Plantation recorded in Official Records Book 37450, Page 1619, of the Public Records of Broward County, Florida.

Developer's plan of development for Park Place at Plantation may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

- (a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the title Documents; and
- (b) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

5. The legal description contained in Exhibit 1 of the Declaration is hereby modified as follows:

All of Park Place at Plantation, according to the Plat thereof, as recorded in Plat Book 173, Page 112, in the Public Records of Broward County, Florida, LESS AND EXCEPT Tract B thereof.

6. The following Section 7.14 of the Articles of Incorporation attached to the Declaration as Exhibit 2 is hereby added:

7.14 To operate and maintain the Surface Water Management System as required by the Permit and Declaration, including the lake and mitigation areas, if applicable.

7. The following Section 9.1 of the Declaration is hereby modified as follows:

9.1 No amendment to this Declaration (or any amendment thereto) may be made, nor can the Declaration be released or terminated, without the prior written approval of the City, which shall review the proposed matter to ensure that such proposed matter is consistent with, and does not conflict with, all applicable land development regulations and issued development orders for Park Place at Plantation, and which approval after such limited review shall not be unreasonably withheld, conditioned or delayed; provided, however, that City's review shall be subject to its Cost Recovery System.

8. Covenant. This Second Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 18<sup>th</sup> day of February, 2005.

WITNESSES:

Alex Hapala  
Print Name: ALEX HAPALA  
Adrienne Gerson  
Print Name: ADRIENNE GERSON

LENNAR HOMES, INC.,  
a Florida corporation

By: [Signature]  
Name: Greg Blair  
Title: Vice President

[ACKNOWLEDGMENT OF LENNAR AND APPROVAL OF CITY  
APPEAR ON FOLLOWING PAGE]



STATE OF FLORIDA            )  
  ) SS.:  
COUNTY OF BROWARD        )

The foregoing was acknowledged before me this 18<sup>th</sup> day of February, 2005 by Greg Blair as Vice President of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who has produced N/A as identification on behalf of the corporation.

My commission expires:  
9/22/05

Judith L. Guadagno  
NOTARY PUBLIC, State of Florida at Large  
Print name: Judith L. Guadagno

APPROVED BY:  
[Signature]  
Don Lunny, Jr., Esq., City Attorney  
CITY OF PLANTATION



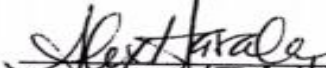
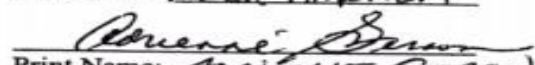
**JOINDER**

PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC.

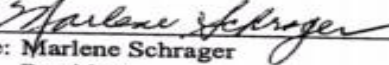
PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC. (the "**Association**") does hereby join in the Second Amendment to Declaration for Park Place at Plantation (the "**Second Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 18<sup>th</sup> day of February, 2005.

**WITNESSES:**

  
Print Name: ALEX HARALA  
  
Print Name: ADRIENNE GERSON

**PARK PLACE AT PLANTATION  
COMMUNITY ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

By:   
Name: Marlene Schragger  
Title: President

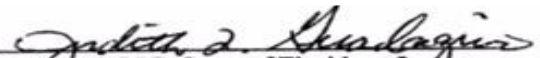


STATE OF FLORIDA            )  
  ) SS.:  
COUNTY OF BROWARD    )

The foregoing was acknowledged before me this 18<sup>th</sup> day of February, 2005 by Marlene Schragger as President of PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ N/A \_\_\_\_\_ as identification on behalf of the corporation.

My commission expires: 9/22/05



  
NOTARY PUBLIC, State of Florida at Large  
Print name: Judith L. Guadagno

PREPARED BY:  
  
RETURN TO:  
CITY CLERK  
CITY OF PLANTATION  
400 NW 73<sup>RD</sup> AVE  
PLANTATION FL 33317

INSTR # 103844587  
OR BK 37133 Pages 1741 - 1743  
RECORDED 03/25/04 15:34:59  
BROWARD COUNTY COMMISSION  
DOC STMP-D: \$0.70  
DEPUTY CLERK 2085  
#2, 3 Pages

PROPERTY IDENTIFICATION NO.: (FOLIO #) 5041 01 45 0010

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PERPETUAL, UNRESTRICTED UTILITY EASEMENT  
FOR GOVERNMENTAL SERVICES

This Declaration and Grant of Easement for Governmental Services made this 13<sup>th</sup> day of January, 2004, by LENNAR HOMES, INC. does hereby grant, bargain, and convey the perpetual and irrevocable easements hereafter set forth over and upon the Exhibit A property, excluding any residential homes constructed thereon, (herein, the "Property") to the following governmental entities, namely: the City of Plantation, Broward County, Florida, the State of Florida, and the United States of America, and their franchisees (herein, the "Governmental Authorities"), and all public utilities now or hereafter servicing said Property (herein, the "Public Utilities"):

1. To the Governmental Authorities, an easement for ingress and egress over, under and upon the Property for all governmental purposes, including providing the following services or franchises to others: fire and police protection (including, but not limited to, enforcement of the Florida Uniform Traffic Control Law), garbage collection, mail delivery, building inspections, underground cable television lines, and similar government- provided or franchised services.
2. To the Public Utilities, an easement for ingress and egress over, under and upon the Property for the purpose of the installation, maintenance, use and servicing of water and sewer service, utility lines and utility equipment, including doing such work and repair as may be necessary underground and under the surface of the Property provided such is replaced and restored to its natural state.

NOTWITHSTANDING ANYTHING to the contrary contained herein, the easements created herein inure solely to the benefit of and run exclusively to the Governmental Authorities, their franchisees, and Public Utilities and no other persons or entities shall have any rights, claims or interests by reason of or arising under this easement.

IN WITNESS WHEREOF, Scott Woodrey, has caused this Easement to be executed and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.



Attest: Jill Cierpik  
Assistant Secretary

Carolyn Cordero  
 Witness

Carolyn Cordero  
 Typed Name of Witness

Nora Landman  
 Witness

Nora Landman  
 Typed Name of Witness

Scott Woodrey  
 Scott Woodrey

8190 State Road 84  
 Address

Davie, FL 33324  
 City, State, Zip

STATE OF FLORIDA            )  
   ) SS.:  
 COUNTY OF BROWARD        )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements appeared and Scott Woodrey and Jill Cierpik as Vice President and Assistant Secretary respectively, who are personally known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the corporation, who produced their drivers licenses as identification, and who did not take an oath.

WITNESS my hand and official deal this 13<sup>th</sup> day of January, 2004.

Tania C. Campbell  
 NOTARY PUBLIC, STATE OF FLORIDA  
TANIA C. CAMPBELL  
 Printed Name of Notary

My commission expires:  
 My commission no. is:

(Notary Seal)



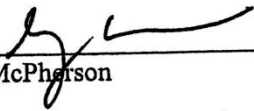
**EXHIBIT A**

Park Place At Plantation, according to the plat thereof, as recorded in Plat Book 173, Page 112, in the Public Records of Broward County, Florida.

**RESIGNATION**

The undersigned, Greg McPherson, does hereby tender his resignation as Secretary, Treasurer and Director of Park Place at Planation Community Association, Inc. effective as of May 7, 2004.

DATED as of the 5<sup>th</sup> day of May, 2004.

  
\_\_\_\_\_  
Greg McPherson

**APPOINTMENT OF DIRECTOR AND OFFICER  
OF  
PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC.**

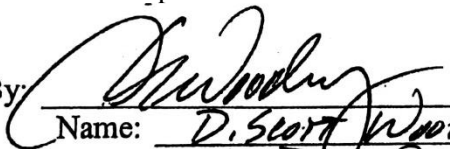
THE UNDERSIGNED, as the Developer under the Declaration, does hereby appoint Greg Blair as Secretary, Treasurer and Director of Park Place at Plantation Community Association, Inc. effective as of May 7, 2004.

LENNAR HOMES, INC.,  
a Florida corporation

By:

Name:

Title:

  
D. Scott Woodruff  
VP, Div. Pres.

{SEAL}



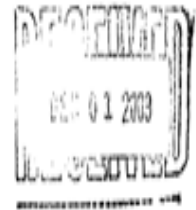
DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION  
Water Resources Division  
218 S.W. 1<sup>st</sup> Avenue Fort Lauderdale, Florida 33301 954-519-1270 FAX 954-519-1496

November 26, 2003

Transworld Investment Corporation  
Attention: Mr. Ernest Halpryn, President  
1428 Brickell Avenue, Suite 105  
Miami, FL 33131

RE: Park Place at Plantation  
City of Plantation, S/T/R (01-50-41)

COPY



This is to notify you of the Department of Planning and Envi concerning your application received 06/17/2003. The applicati with the following requirements:

**ERP Review - GRANTED**

DPEP has the authority to review the project for compliance with Rule 40E-1.603 and Chapter 40E-40 of the Florida Administrative Code pursuant to an agreement between DPEP, DEP and the SFWMD. The agreement is outlined in a document entitled "DELEGATION AGREEMENT AMONG THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND BROWARD COUNTY."

Based on the information submitted, Environmental Resource Standard General Permit No. 06-03971-P was issued on 11/26/2003.

**Broward County Surface Water Management Review - GRANTED**

DPEP has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2003-147-0 was issued on 11/26/2003. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that pursuant to Specific Condition No. 15, no Certificate of Occupancy can be released on this project until released in writing by all applicable DPEP divisions.

**Broward County Environmental Resource License Review - GRANTED**

DPEP has reviewed the project and the construction shall be in accordance with Application DEP form 62-343.900 (1) and associated information received on 05/28/2003. Based on the information submitted, the plans have been approved and stamped with Broward County Environmental Resource License (ERL) No. DF03-1152.

The above referenced approvals will remain in effect subject to the following:

1. Not receiving a filed request for a Chapter 120, Florida Statutes administrative hearing;
2. the attached SFWMD General Conditions;
3. the attached SFWMD Special Conditions;
4. the attached Broward County General Conditions;
5. the attached Broward County Specific Conditions;
6. the attached 2 exhibits.

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

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on 11/26/2003, in accordance with Section 120.60 (3), Florida Statutes.

Enclosed are the following:

- executed staff report;
- set(s) of stamped and approved plans;
- application fee receipts;
- "Notice of Rights; and";
- Inspection Guidelines Brochure.



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## "What to Expect When We Are Inspecting Surface Water Management Systems"

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A guideline for engineers, contractors, and licensees of surface water management systems pertaining to the release of certificates of occupancy.

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The intent of this document is to establish some guidelines to achieve compliance with the Code while maximizing customer service needs to licensees and their agents and the local building departments by facilitating the Certificate(s) of Occupancy (CO) release procedure for building projects. It is also our intent of this document to encourage licensees and their agents and the local building departments to not put our inspection staff on the "critical path." ***We must recognize that the local building departments must adhere to the requirements of the South Florida Building Code and the requirements of Article I of the Broward County Natural Resource Protection Code.***

The Water Resources Division – Surface Water Management Licensing program has the responsibility of reviewing designs, licenses, and inspecting surface water management systems within portions of Broward County under the provisions of the Broward County Natural Resource Protection Code, Chapter 27, Section 27-191 through Section 27-201 . This includes enforcement for the purpose of protecting our natural resources. This document contains specific information about the Division's surface water management inspection procedures, review of record/as-built drawings, and time required to complete the procedure successfully. We hope that you find this information useful and welcome your input to improve the process. Please be advised this document may be included with the approved license and may be modified on an as needed basis. Extra copies may be made available at your request.

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***The following certification package must be submitted at least two (2) weeks prior to the anticipated date of occupancy - exceptions may be made on a case by case basis. Note: Items 1 & 2 are not applicable to plans stamped as General Licenses (GL##-###). Items 3 & 4 can apply to GL if plans are stamped for construction certification.***

Final Record/As-built Drawings (hard copy & AutoCad/electronic format) of the Site and Lake/Canal Slopes (where applicable),

Final Record/As-built Drawings of the Control Structure(s) or Overflow Structure(s) (where applicable), Signed and Sealed Letter from a Florida Registered Professional Engineer Certifying All Components of the Surface Water Management System Were Constructed in Substantial Conformance with the DPEP Approved Plans, and a \$75 partial certification fee (fees are subject to change) when a partial certification is submitted. The certifying engineer must indicate that a substantial amount of the water management system has been constructed to serve the partial phase to satisfy the water quality and water quantity requirements of the Code and exactly which lots/buildings are requested for release.



***Staff will perform an inspection on a first come first served basis within five (5) working days after receipt of the above items. A successful submittal of the required items will prevent unwanted delays in te inspection and CO release processes.***

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***WHAT WE LOOK FOR DURING THE RECORD/AS-BUILT DRAWING REVIEW AND DURING THE INSPECTION:***

The engineer's letter must contain the appropriate certification language. The suggested wording is located in the Code and in the specific conditions of the license. The letter must be signed and sealed. *It is imperative that the engineer of record describe any minor modifications to the system that were made during the construction of the project.* However, substantial modifications must have received prior approval by DPEP. Please be advised that •substantial differences between certified as-built drawings and actual field conditions may result in a complaint being filed with the Florida Board of Professional Engineers and/or the Florida Department of Business and Professional Regulation.

In addition to rim, manhole, & pipe invert elevations, the plans should contain a substantial amount of survey information to show that the site grades and perimeter grades were constructed in substantial conformance with the DPEP approved plans.

If part of the approved system, lake & canal slope as-built plans should contain a substantial number of cross sections (a minimum of 1 section per .50 linear feet is preferred) to show compliance with the Department's slope criteria. *The staff reserves the right to require additional slope cross sections as necessary as well as slope regrading.* Surface area calculations at the control elevation should be submitted for lakes.

Control structure or overflow structure information must show all (as-built) dimensions and elevations.

All catch basin & manhole structures must have appropriate mudwork to prevent seepage that could lead to structure/asphalt failures & subsequent turbidity violations.

All catch basins, manholes & pipes must be relatively free of sediment & debris and must be accessible to staff. Arrangements should be made with staff for inspecting basins that are covered with fabric materials for sediment control purposes. Fabric must be removed by the licensee or other appropriate personnel prior to the inspection.

Lake, canal, swale, dry detention/retention area slopes must be stabilized through appropriate measures, i.e, no evidence of erosion should be encountered during the inspection. Arrangements should be made with staff with regards to timeliness of sodding or seeding slopes and bottoms of dry detention/retention areas.

All baffle mechanisms must be water tight at all contact surfaces of basin walls by a durable gasket device.

*Successful compliance with the above items will insure a timely release of the of certificate(s) of occupancy from division staff.*

Upon completion of the field inspection, arrangements with inspection staff will be made to correct all observed deficiencies. With your cooperation, Certificate(s) of occupancy will be released upon correction of all field deficiencies.

**40e-4.321 Duration of Permits**

(1) Unless revoked or otherwise modified, the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (ORI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

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

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the

term "substantial modification" shall mean a modification which is reasonable expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

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

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History-New 9-3-81, Amended 1-31-82,12-1-82. Formerly 16K-4 07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4120194, 10-3-95

## NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (2000), requires that "each notice shall inform the recipient of any administrative • hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **Petition for Administrative Proceedings**

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

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

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

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

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

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

whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

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

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

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken previously. Persons whose substantial interests may be affected by any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

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

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

## **CIRCUIT COURT**

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

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

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

#### **DISTRICT COURT OF APPEAL**

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

#### **LAND AND WATER ADJUDICATORY COMMISSION**

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

#### **PRIVATE PROPERTY RIGHTS PROTECTION ACT**

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

#### **LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION**

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

#### **MEDIATION**

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111 (2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

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

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

- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

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

### **VARIANCES AND WAIVERS**

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

- (a) the caption shall read: Petition for (Variance from) or (Waiver of) Rule {Citation}
- (b) the name, address, telephone number and any facsimile number of the petitioner;
- (c) the name, address, telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principles of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; a
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

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

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



## **WAIVER OF RIGHTS**

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

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

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
  - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (f) A demand for relief.

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

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

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

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

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

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land' and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such

review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule

42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

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

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

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

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

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

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

#### **28-107.005 EMERGENCY ACTION**

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

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

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

#### **40E-1.611 EMERGENCY ACTION**

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

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

## **SFWMD 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 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  
  
Number 0960 indicating the actual start date and the expected construction 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/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built 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 is 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 "As-built" 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 40E1.6107, 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. stated 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.

### **SFWMD Special Conditions**

1. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
2. Measures shall be taken during construction to insure that sedimentation and/or turbidity problems are not created in the receiving water.
3. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. Operation of the surface water management system to serve the Park Place at Plantation site shall be the responsibility of the Park Place at Plantation Homeowners Association. Operation of the surface water management system to serve the NW 8th Court ROW shall be the responsibility of the City of Plantation.
6. Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.
7. Any project caused environmental problems(s) shall be reported immediately to the DPEP Environmental Response line at (954) 519-1499.
8. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.
9. Any water bodies or wetlands to be filled pursuant to this license must be filled only with sand, rock or muck, as appropriate and depicted on the attached drawings dated 6/17/03 by the Department. Fill material which includes clean debris as defined in Section 27-214 is not authorized by this license. Use as fill of any material other than sand, rock or muck shall constitute a violation of this license

**A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION**

## **Broward County General Conditions**

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by the Department of Planning and Environmental Protection (DPEP) pursuant to Chapter 27 of the Broward County Code of Ordinances. The DPEP will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants, representatives, or principals.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation and enforcement action by the DPEP.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license; the licensee shall notify DPEP within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to DPEP that describes the incident, its cause, the measures being taken to correct the problems and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of events leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to the DPEP, may be used by the DPEP as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, as amended.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted a transfer of license. The transferee shall also be liable for performance in accordance with the license.
9. The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by DPEP personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver of or approval of any other license that may be required for other aspects of the total project.
11. If the licensee wishes to renew the license or extend its terms, he shall make application sixty (60) days prior to its expiration. Expired licenses are not renewable.

### **Broward County Specific Conditions**

1. The licensee shall allow authorized personnel of the DPEP, municipality or local water control district to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the license and the approved plans and specifications.
2. The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the County may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the DPEP shall require these agreements to be recorded.
3. The licensee shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The licensee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the County.
4. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.
5. Offsite discharges during construction and development shall be made only through the facilities authorized by this license. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.
6. The licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the license.
7. The license does not convey property rights nor any rights or privileges other than those specified therein.
8. No construction authorized by the license shall commence until a responsible entity acceptable to the DPEP has been established and has agreed to operate and maintain the efficiency of the system. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the DPEP will issue authorization to commence the construction.
9. No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
10. Any license which grants any entity the permission to place a structure on property which is owned by Broward County or upon which Broward County has an easement shall be construed to create a revocable license for that structure to remain on the property. Broward County may require removal of such a structure at no cost to the County.



11. The area under license will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.

12. The DPEP will be notified, as required in the license or as indicated on the approved plans, to coordinate and schedule inspections.

13. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the DPEP in writing and receive prior approval.

14. Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, and projects discharging to areas identified in Section 27-200 (b) (1) (o). Such monitoring will be under the cognizance of the DPEP.

15. Upon completion of the construction of a surface water management system or phase thereof licensed by the Water Resources Division, it is a requirement of the issuance of the license, and hence transfer of operation and maintenance responsibility, that a Florida Registered Professional Engineer certify that the surface water management system was indeed constructed as licensed. Certified record drawings shall accompany the certification. Suggested wording for this is as follows:

I HEREBY CERTIFY TO THE CONSTRUCTION COMPLETION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCES PROJECT AD THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE BROWARD COUNTY WATER RESOURCES DIVISION, AND HEREBY AFFIX MY SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)

16. Water management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.

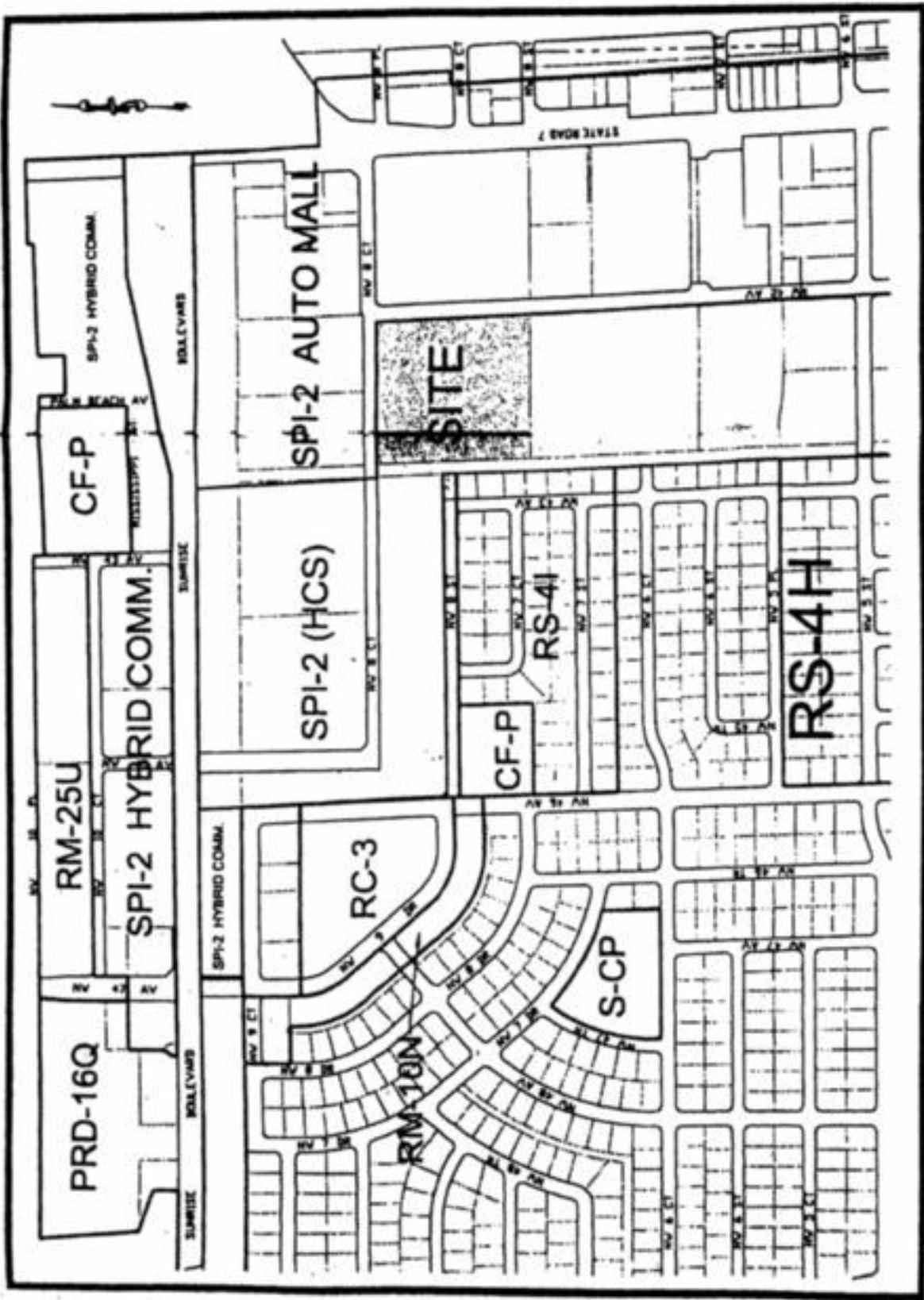
17. The licensee shall notify the Water Resources Division in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this license.

18. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.

19. The operation license shall be valid for a specific period of time not to exceed five (5) years from the date the license is transferred to the operation phase. The operation license shall be renewed in accordance with Section 27 - 198 (d) (2) of the Article.

20. The Water Resources Division reserves the right to require additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
21. This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention and Remediation Division at (954) 519-1260 for further information.
22. The licensee shall keep a log of the operation and maintenance schedule for all components of the surface water management system.
23. The surface water management system must be inspected by the Water Resources Division to verify compliance with Specific Condition No. 15 of the license. In accordance with the Broward County Natural Resource Protection Code, Article I, Sec. 27-66 (f), the County agency or municipal agency charged with issuing a certificate of occupancy (CO) shall not issue a CO until notified of the DPEP approval. Partial certifications will be handled in accordance with Specific Condition No. 18.
24. The licensee is advised that he/she is required to submit a Storm Water Notice of Intent (NOI) application at least 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS #2510 at 2600 Blair Stone Road - Tallahassee, Florida 32399-2400.
25. Notify the Department in writing a minimum of 48 hours prior to project commencement and a maximum of 48 hours after project completion. Failure to comply with this condition will result in enforcement action.
26. Any project caused environmental problems(s) shall be reported immediately to the DPEP Environmental Response line at (954) 519-1499.
27. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner at an upland location.
28. Any water bodies or wetlands to be filled pursuant to this license must be filled only with sand, rock or muck, as appropriate and depicted on the attached drawings dated 6/17/03 by the Department. Fill material which includes clean debris as defined in Section 27-214 is not authorized by this license. Use as fill of any material other than sand, rock or muck shall constitute a violation of this license.

**A COPY OF THIS LICENSE SHALL BE KEPT ON SITE DURING ALL PHASES OF LICENSED CONSTRUCTION.**



**PROJECT VICINITY MAP**  
**SCALE: 1" = ± 500 FT.**

**STAFF REPORT**

**Project Name:** Park Place at Plantation  
**Permit Number:** 06-0397-P                      **License Number:** SWM2003-147-0, DF03-1152  
**Application Number:** 030617-13      **Concurrent Application:** L2003-146  
**Application Type:** New Environmental Resource  
**Location:** Broward County              **Section-Township-Range:** 01-50-41  
**Permittee's Name:** Transworld Investment Corporation – Phone: (305) 371-4112

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**Project Area:** 5.36 acres                      **Drainage Area:** 5.36 acres  
**Project Land Use:** Residential  
**Drainage Basin:** C-12  
**Receiving Body:** C-12 Canal

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**Purpose:**

The construction and operation of a surface water management system to serve a proposed 70 unit townhome development. In addition, approval is granted for modifications to the surface water management system serving the NW 8th Court right-of-way (ROW).

**Project Evaluation:**

**Project Site Description:**

The site is presently undeveloped and contains a wet retention area originally permitted to serve a development to the north that was never constructed and for which the permit has expired. The site is located at NW 42nd Avenue and NW 8th Court.

**Proposed Project Design: Park Place at Plantation**

The proposed construction will include 1.20 acres of building area, 1.96 acres of paved area and the proposed drainage system. A system of swales, inlets and culverts will direct the storm runoff to 0.98 acres of dry detention areas for water quality treatment and storm runoff attenuation. The discharge will be directed through a control structure consisting of a 4' wide weir with a crest at elevation 8.16' NGVD, a 3" diameter orifice with an invert at elevation 3.5' NGVD, and 13 LF of a 24" HOPE into the adjacent City of Plantation Canal that eventually discharges to the C-12 Canal.

**Proposed Project Design: NW 8<sup>th</sup> Court**

The portion of the NW 8th Court ROW north of the Park Place site will be reconfigured to provide a 10' wide swale on the north side of the road, a 6' wide swale on the south side of the road and 127 LF of exfiltration trench for water quality treatment and storm runoff attenuation. The discharge will be directed through a control structure consisting of a 4' wide weir with a crest at elevation 8.06' NGVD, a 3" diameter orifice with an invert at elevation 4.5' NGVD, and 22 LF of a 30" diameter CMP.

## **Exhibit 2A**

**Project Background:**

The Park Place site is located directly south of a site that was originally permitted under SFWMD Permit No. 06-00824-S, Plantation Business Park Two. A wet retention area located on the Park Place site was permitted to serve both Plantation Business Park Two and the portion of NW 8th Court ROW directly north of the Park Place site. The Plantation Business Park Two site was never developed, but the wet retention area has been serving NW 8th Court. Permit No. 06-00824-S has expired and the wet retention area is being filled under this permit. The water quality treatment and water quantity attenuation for the portion of the NW 8th Court ROW to the north of the Park Place site will be via exfiltration trench, dry detention swale and a weir/ bleeder structure. Any future development of the Plantation Business Park Two site will require a new SFWMD and DPEP application and permit demonstrating full compliance with the water quality and water quantity criteria in effect at the time of application. No provision has been made for future connection of the Plantation Business Park Two site to either the NW 8th Court ROW or to the Park Place site.

**Major Discharge Structures:**

An 3" diameter orifice functions as the allowable discharge structure for the Park Place site. A 4' wide overflow weir is provided at 8.16' NGVD, the 25-yr, 3-day design storm stage. A 3" diameter orifice also functions as the allowable discharge structure for the NW 8th Court ROW. A 4' wide overflow weir is provided at 8.06' NGVD, the 25-yr, 3-day design storm stage.

| <u>Basin</u> | <u>Structure ID</u> | <u>Type of Structure</u> | <u>Dimensions (ft.)</u> | <u>Elevation</u>  |
|--------------|---------------------|--------------------------|-------------------------|-------------------|
| NW 8th Court | 2                   | Circular Orifice         | Dia: 25                 | Invert: 4.5' NGVD |
| Park Place   | 1                   | Circular Orifice         | Dia: 25                 | Invert: 3.5' NGVD |

**Discharge Rate:**

A perimeter berm will be provided around the Park Place site at elevation 8.16' NGVD, the 25-yr, 3-day design storm stage.

| <u>Freq.</u> | <u>Rainfall</u> | <u>Basin Name</u>        | <u>Allow. Disch.</u> | <u>Method of Det.</u> | <u>Pk. Disc.</u> | <u>Pk. Stg.</u> |
|--------------|-----------------|--------------------------|----------------------|-----------------------|------------------|-----------------|
| 25YR-3 DY    | 14.9 in.        | Park Place               | 0.76 cfs             | C-12 Canal 90.6 CSM   | 0.5 cfs          | 8.16' NGVD      |
| 25YR-3 DY    | 14.9 in.        | NW 8 <sup>th</sup> Court | 0.1 cfs              | C-12 Canal 90.6 CSM   | 0.44 cfs         | 8.06' NGVD      |

**Finished Floors:**

The finished floor elevations have been designed to be above the computed 100-yr, 3-day zero discharge stage and the Broward County 100-yr, 3-day flood map elevation.

| <u>Freq.</u> | <u>Rainfall</u> | <u>Basin Name</u> | <u>Pk. Stg.</u> | <u>Prop. Min. Fin. Floors</u> | <u>BC 100-yr Map</u> |
|--------------|-----------------|-------------------|-----------------|-------------------------------|----------------------|
| 100YR-3DAY   | 17.67 inch.     | Park Place        | 9.09' NGVD      | 9.15' NGVD                    | 9' NGVD              |

**Water Quality Design:**

Water quality treatment for the Park Place site will be provided in the 0.98 acre dry detention area for 2.5 inches times the percent impervious over the entire site. Water quality treatment for the NW 8th Court ROW will be provided in the 127 LF exfiltration trench system and the dry detention swale for 2.5 inches times the percent impervious over the ROW.

| <u>Basin Name</u>        | <u>Treatment Type</u> | <u>Treatment Method</u> | <u>Volume Red'd.</u> | <u>Volume Prov.</u> |
|--------------------------|-----------------------|-------------------------|----------------------|---------------------|
| Park Place               | Treatment             | Dry Detention           | 0.41 ac-ft           | 2.13 ac-ft          |
| NW 8 <sup>th</sup> Court | Treatment             | Exfiltration Trench     | 0.1 ac-ft            | 0.03 ac-ft          |

NW 8<sup>th</sup> Court

Treatment

Dry Detention

0.1 ac-ft

0.07 ac-ft

Total: 0.1 ac-ft

**Exhibit 2B**

**Environmental Summary:**

No wetland areas were identified within the project area and no wetland impacts are anticipated from the development of this parcel. Therefore, no wetland mitigation requirements have been included in the permit for this project.

The project shall also consist of placing approximately 6000 yd<sup>3</sup> of fill into an existing pond and regrading 740 cubic yards of material from the existing canal banks to a 4:1 slope. No dredging is authorized. Construction shall be in accordance with Application DEP Form 62-343.900(1) and DPEP Addendum both dated 05/28/03, and associated information; plans stamped by the Department on 08/11/2003 (attached); and with all General and Specific Conditions of the license No. DF03-1152.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, DPEP has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

**Exhibit 2C**



**Special Concerns:**

**Operating Entity:** Homeowner's Association acceptable to Broward County  
,FL

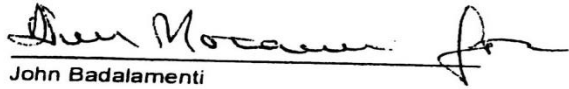
**Waste Water System/Supplier:** Plantation

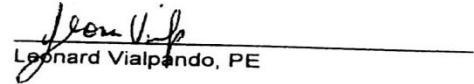
**STAFF RECOMMENDATION:**

South Florida Water Management District and Broward County rules have been adhered to and a General Permit should be granted.

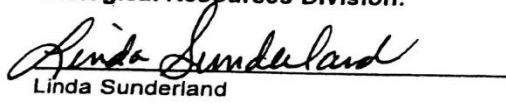
**STAFF REVIEW:**

**Water Resources Division:**

  
John Badalamenti

  
Leonard Vialpando, PE

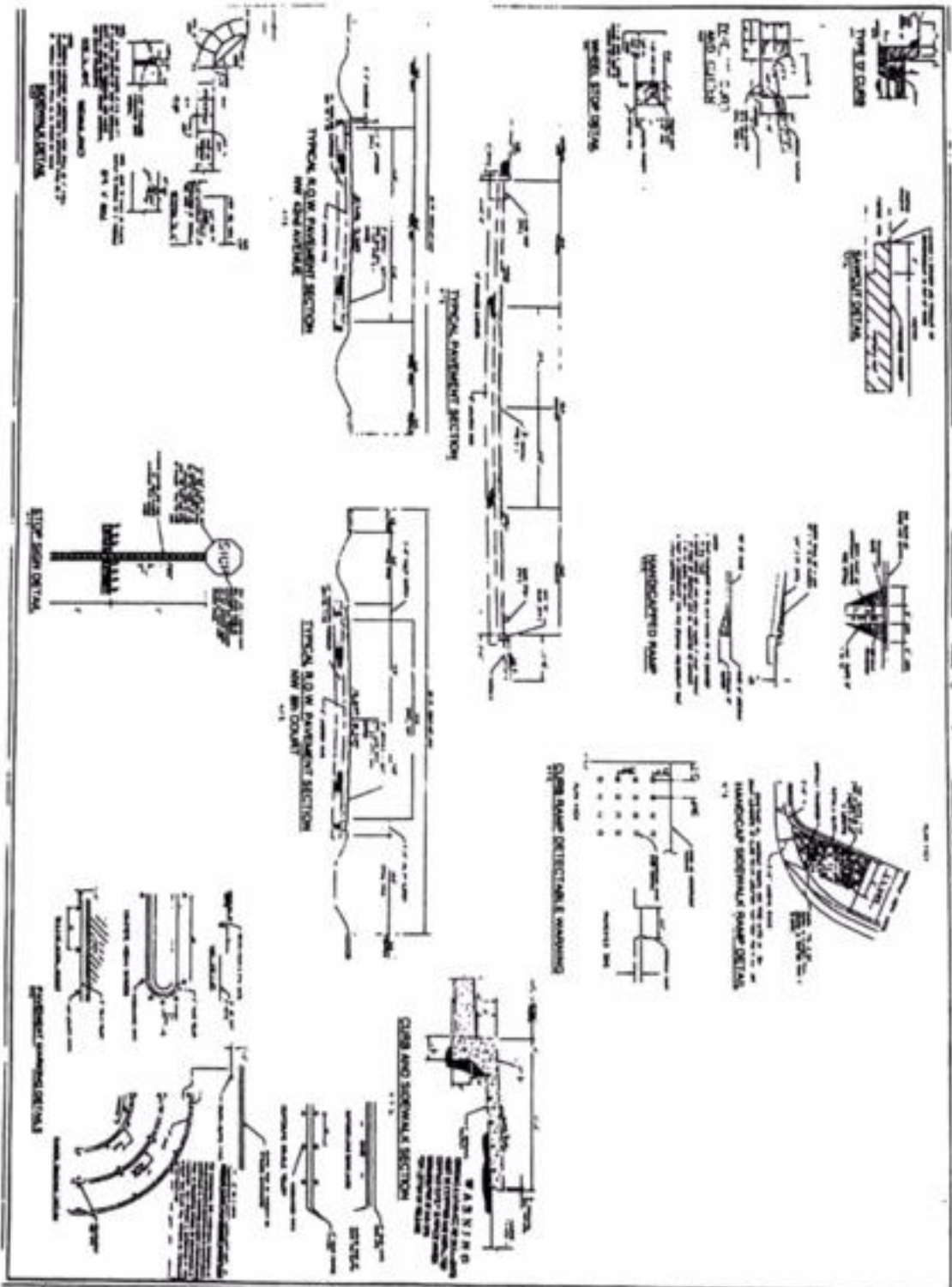
**Biological Resources Division:**

  
Linda Sunderland

  
Kent Edwards, Manager

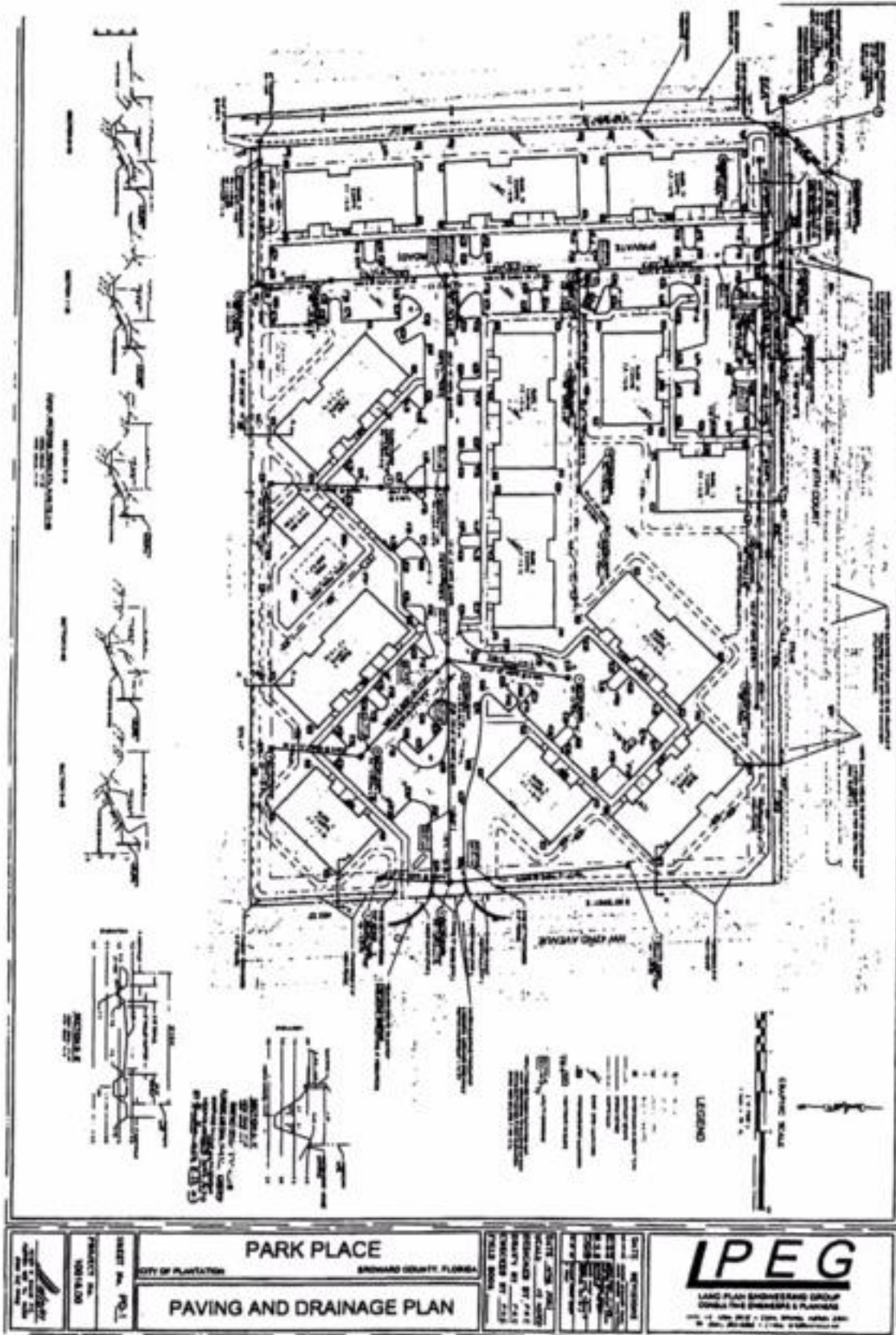
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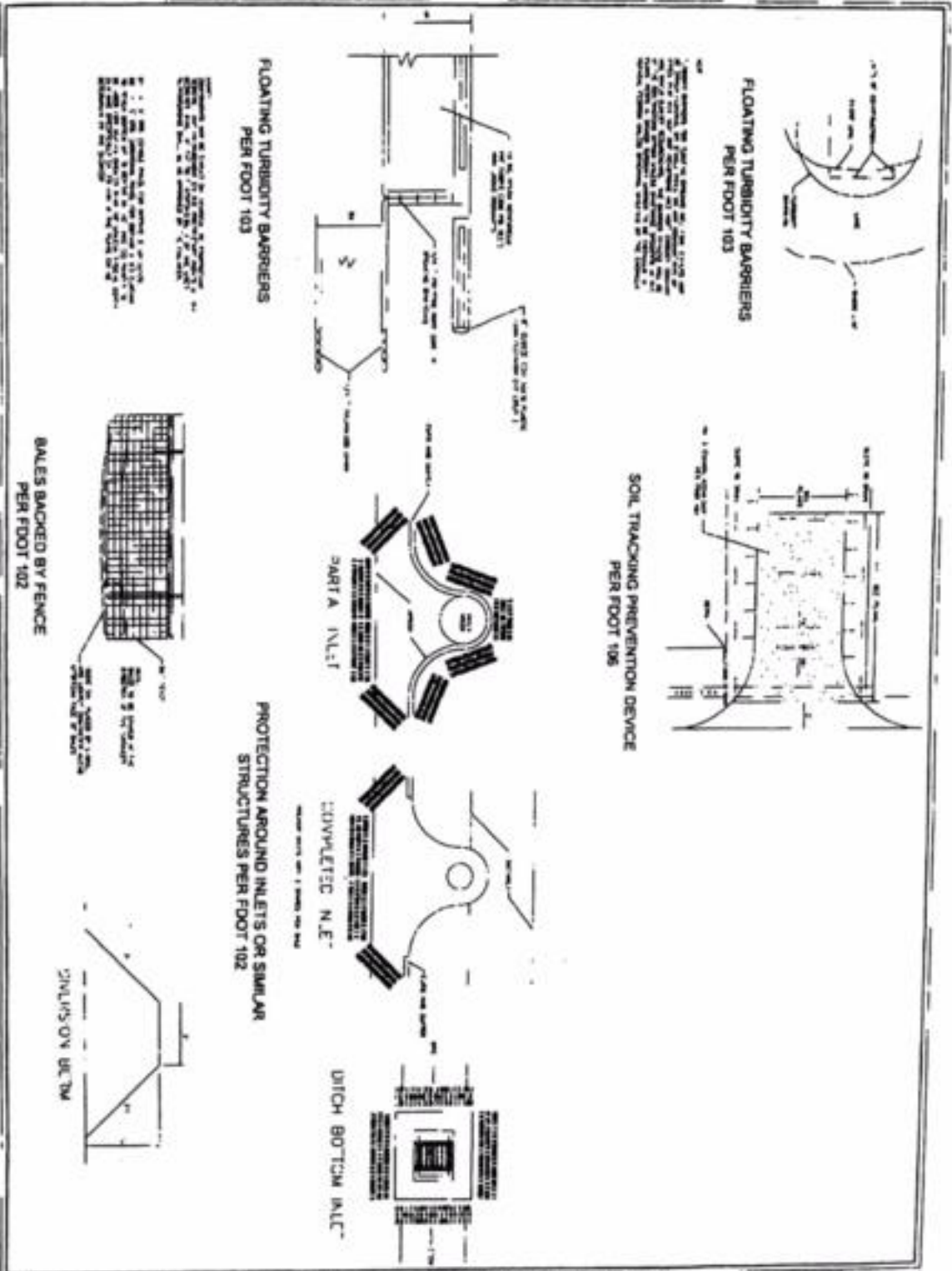


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|--|---|--|---|---|
|   | <p><b>PARK PLACE</b></p> <p>CITY OF PLANTATION      BROWARD COUNTY, FLORIDA</p> <hr/> <p><b>CONSTRUCTION DETAILS</b></p>  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;"> <b>DATE:</b> 11/15/11<br/> <b>SCALE:</b> AS SHOWN<br/> <b>BY:</b> AS SHOWN<br/> <b>CHECKED BY:</b> AS SHOWN<br/> <b>DESIGNED BY:</b> AS SHOWN<br/> <b>PROJECT NO.:</b> 11-00000         </td> <td style="font-size: 8px;"> <b>DATE:</b> 11/15/11<br/> <b>SCALE:</b> AS SHOWN<br/> <b>BY:</b> AS SHOWN<br/> <b>CHECKED BY:</b> AS SHOWN<br/> <b>DESIGNED BY:</b> AS SHOWN<br/> <b>PROJECT NO.:</b> 11-00000         </td> </tr> </table> | <b>DATE:</b> 11/15/11<br><b>SCALE:</b> AS SHOWN<br><b>BY:</b> AS SHOWN<br><b>CHECKED BY:</b> AS SHOWN<br><b>DESIGNED BY:</b> AS SHOWN<br><b>PROJECT NO.:</b> 11-00000 | <b>DATE:</b> 11/15/11<br><b>SCALE:</b> AS SHOWN<br><b>BY:</b> AS SHOWN<br><b>CHECKED BY:</b> AS SHOWN<br><b>DESIGNED BY:</b> AS SHOWN<br><b>PROJECT NO.:</b> 11-00000 |
| <b>DATE:</b> 11/15/11<br><b>SCALE:</b> AS SHOWN<br><b>BY:</b> AS SHOWN<br><b>CHECKED BY:</b> AS SHOWN<br><b>DESIGNED BY:</b> AS SHOWN<br><b>PROJECT NO.:</b> 11-00000  | <b>DATE:</b> 11/15/11<br><b>SCALE:</b> AS SHOWN<br><b>BY:</b> AS SHOWN<br><b>CHECKED BY:</b> AS SHOWN<br><b>DESIGNED BY:</b> AS SHOWN<br><b>PROJECT NO.:</b> 11-00000 |  |   |   |
| <p><b>LPEG</b></p> <p>LAND PLAN ENGINEERING GROUP<br/>         CONSULTING ENGINEERS &amp; PLANNERS</p> <p>1101 S. W. 11th St., Ft. Lauderdale, FL 33304<br/>         Tel: 954.525.1111 Fax: 954.525.1112</p> |   |  |   |   |

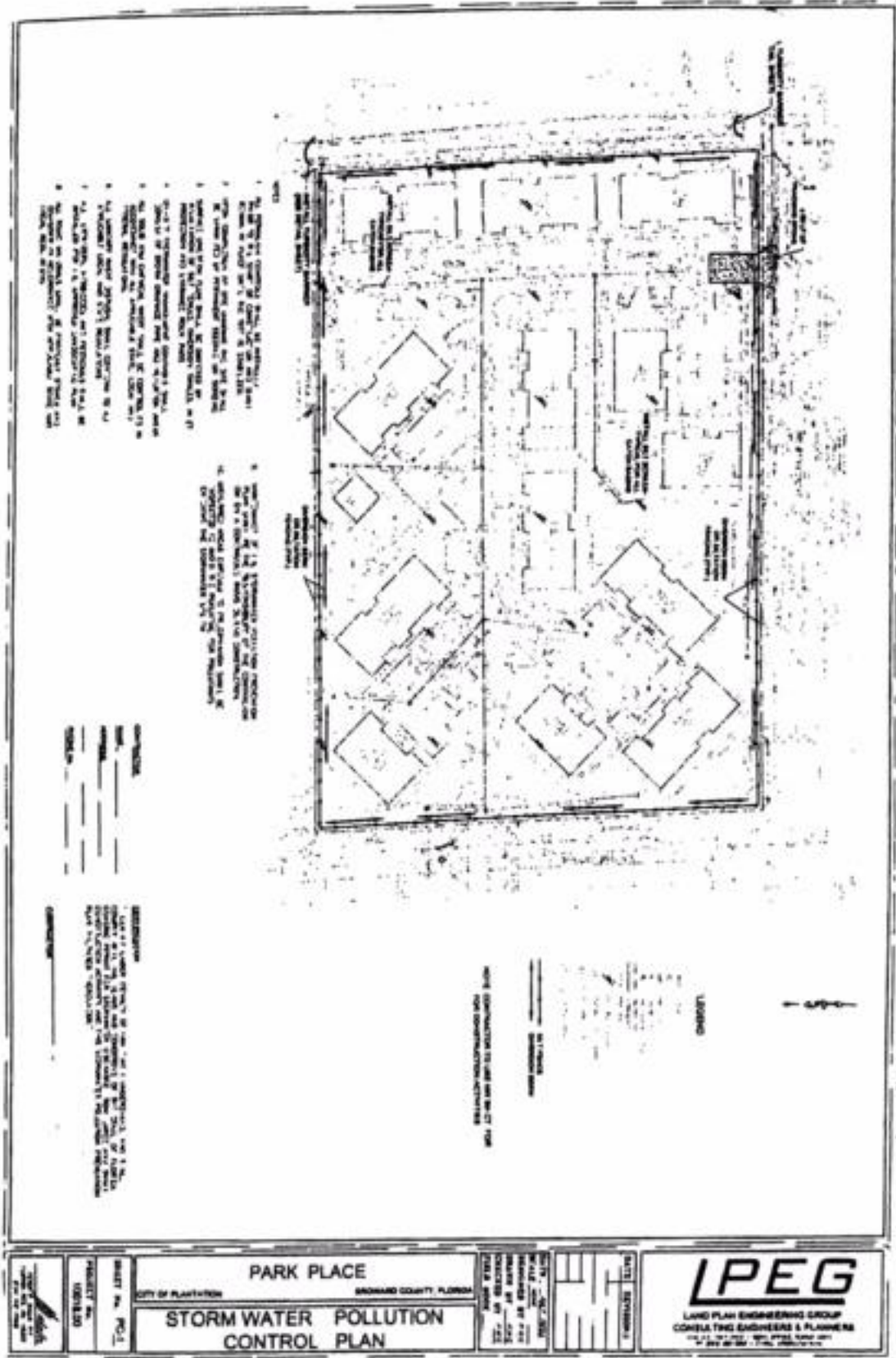
**Exhibit 4**



**Exhibit 5**



|                                      |  |                 |   |
|--------------------------------------|--|-----------------|---|
|                                      | <b>PARK PLACE</b><br>BROWARD COUNTY, FLORIDA |                 | <b>LPEG</b><br>LAND PLAN ENGINEERING GROUP<br>CONSULTING ENGINEERS & PLANNERS<br>1001 N.W. 11th Street, Ft. Lauderdale, FL 33304<br>Phone: (954) 561-1111 |
|                                      | <b>STORM WATER POLLUTION CONTROL DETAILS</b> |                 |   |
| PROJECT NO. 00000<br>SHEET NO. 00000 | DATE: 00/00/00                               | DRAWN BY: 00000 | CHECKED BY: 00000   |



THE TOTAL AREA OF THE SITE IS 1.2 ACRES. THE TOTAL AREA OF THE STORM WATER POLLUTION CONTROL STRUCTURES IS 0.8 ACRES. THE TOTAL AREA OF THE LANDSCAPING IS 0.4 ACRES.

THE STORM WATER POLLUTION CONTROL STRUCTURES ARE DESIGNED TO TREAT THE STORM WATER RUNOFF FROM THE SITE. THE STRUCTURES ARE DESIGNED TO TREAT THE STORM WATER RUNOFF FROM THE SITE TO THE CITY STORM WATER COLLECTION SYSTEM.

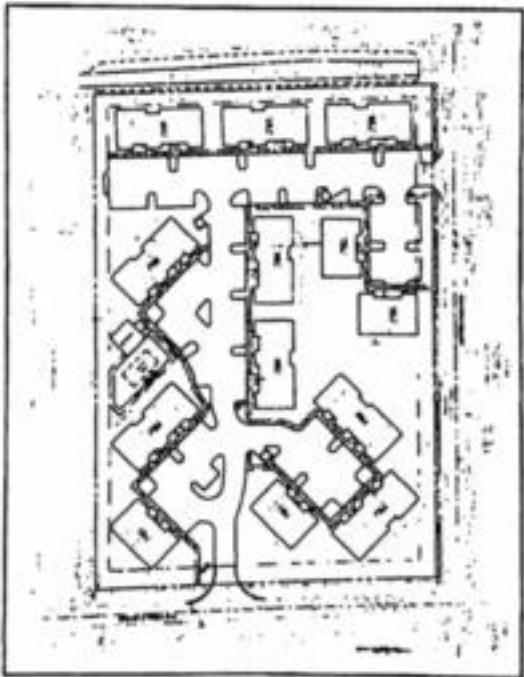
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|--|--|--|--|---------------------------------------|--|
|  | <b>PARK PLACE</b><br>CITY OF PLANTATION<br>BROWARD COUNTY, FLORIDA |  | DATE: 08/10/2010<br>DESIGNED BY: J. B. BRYAN<br>CHECKED BY: J. B. BRYAN<br>DATE: 08/10/2010<br>PROJECT NO.: 0100 | SHEET NO.: 0100<br>TOTAL SHEETS: 0100 | <b>LPEG</b><br>LAND PLAN ENGINEERING GROUP<br>CONSULTING ENGINEERS & PLANNERS<br>1000 N.W. 11th St., Suite 200<br>Ft. Lauderdale, FL 33304 |
|  | <b>STORM WATER POLLUTION CONTROL PLAN</b>                          |  |  |                                       |  |

Exhibit 7

**FINAL CONSTRUCTION PLANS  
FOR  
PARK PLACE  
CITY OF PLANTATION  
BROWARD COUNTY, FLORIDA**



**NOTES:**  
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PLANTATION AND BROWARD COUNTY.  
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
4. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.  
5. ALL FOUNDATIONS SHALL BE CONSTRUCTED TO THE CITY OF PLANTATION SPECIFICATIONS.  
6. ALL EXTERIOR FINISHES SHALL BE IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
7. ALL INTERIOR FINISHES SHALL BE IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
8. ALL MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
9. ALL STRUCTURAL MEMBERS SHALL BE CONSTRUCTED TO THE CITY OF PLANTATION SPECIFICATIONS.  
10. ALL CONCRETE SHALL BE PUMPED AND CURED IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
11. ALL WOOD SHALL BE TREATED TO RESIST TERmites AND OTHER PESTS.  
12. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
13. ALL GLASS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
14. ALL DOORS AND WINDOWS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
15. ALL PAINT SHALL BE APPLIED IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
16. ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PLANTATION SPECIFICATIONS.  
17. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED OR DELETED WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.  
18. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
19. ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.  
20. ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY BROWARD COUNTY.

**PROJECT LOCATION DATA**  
ADDRESS: 10000 W. BOYD BLVD., SUITE 100  
MIRAGE, FL 33449

**OWNER:** THE PLANTATION DEVELOPMENT CORP.  
10000 W. BOYD BLVD., SUITE 100  
MIRAGE, FL 33449

**ARCHITECT:** LAMBERT ASSOCIATES, INC.  
2001 N. STATE ROAD 7  
MIRAGE, FLORIDA 33449

**CONTRACT NO. 100000**  
**DATE REVISION: 08/01/00**

**IPEG**  
INTERNATIONAL PROJECT ENGINEERING GROUP  
10000 W. BOYD BLVD., SUITE 100  
MIRAGE, FL 33449

*[Signature]*  
DATE: 08/01/00

**REVISIONS**

| NO. | DESCRIPTION          | DATE     |
|-----|----------------------|----------|
| 1   | ISSUED FOR PERMITS   | 08/01/00 |
| 2   | REVISIONS TO PERMITS | 08/01/00 |
| 3   | REVISIONS TO PERMITS | 08/01/00 |
| 4   | REVISIONS TO PERMITS | 08/01/00 |
| 5   | REVISIONS TO PERMITS | 08/01/00 |

**LIST OF APPROPRIABLES**

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.

| NO. | DESCRIPTION          | DATE     |
|-----|----------------------|----------|
| 1   | ISSUED FOR PERMITS   | 08/01/00 |
| 2   | REVISIONS TO PERMITS | 08/01/00 |
| 3   | REVISIONS TO PERMITS | 08/01/00 |
| 4   | REVISIONS TO PERMITS | 08/01/00 |
| 5   | REVISIONS TO PERMITS | 08/01/00 |

**PERMITS**

| NO. | DESCRIPTION          | DATE     |
|-----|----------------------|----------|
| 1   | ISSUED FOR PERMITS   | 08/01/00 |
| 2   | REVISIONS TO PERMITS | 08/01/00 |
| 3   | REVISIONS TO PERMITS | 08/01/00 |
| 4   | REVISIONS TO PERMITS | 08/01/00 |
| 5   | REVISIONS TO PERMITS | 08/01/00 |





T51

T50

T49

T48

R35

R36

R37

R38

R39

R40

R41

R42

# BROWARD COUNTY

FLORIDA



App # 040401-2

Permit # 06-04068-W

Project: PARK PLACE



STAFF REPORT DISTRIBUTION LIST

ADDRESSES

Owner:

Transworld Investment Corporation  
Attention Mr. Ernest Halpryn, Preseident  
1428 Brickell Avenue, Suite 105  
Miami, FL 33131

Applicant:

Transworld Investment Corporation  
Attention Mr. Ernest Halpryn, Preseident  
1428 Brickell Avenue, Suite 105  
Miami, FL 33131

Engineering

Consultant:

LandPLan Engineering Group, Inc.  
Attention: Mr. Peter Gallo, P.E.  
1475 NW 126<sup>th</sup> Dr.  
Coral Springs, FL 33071

Other:

City of Plantation Building Official  
Army Corps of Engineers

**Exhibit 9**



## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

---

3301 Gun Club Road West Palm Beach, Florida 33406 (561) 686-8800 FL WATS 1-800-432-2045  
Mailing Address: P.O. Box 24680 West Palm Beach, FL 33416-4680 [www.sfwmd.gov](http://www.sfwmd.gov)

### **CON 24-06**

**Application No.:** 040401-2  
**General Permit No.:** 06-04068-W

May 12, 2004

TRANSWORLD INVESTMENT CORP  
1428 BRICKELL AVE SUITE 105  
MIAMI, FL 33131

**Dear Permittee:**

**SUBJECT: General Water Use Permit No.:** 06-04068-W  
**Project:** PARK PLACE  
**Location:** BROWARD COUNTY, S1/T50S/R41E  
**Permittee:** TRANSWORLD INVESTMENT CORP

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and
2. The attached Limiting Conditions.

The purpose of this application is to obtain a Water Use Permit for landscape irrigation of 2.2 acres of turf using a sprinkler irrigation system. Withdrawals are from the Biscayne Aquifer via one proposed withdrawal facility.

Prior to drilling the proposed well, you may need to obtain a well construction permit from a local or county governmental agency.

---

#### *GOVERNING BOARD*

Nicolas J. Gutierrez, Jr. Esq., *Chair*  
Pamela Brooks-Thomas, *Vice-Chair*  
Irela M. Bague

Michael Collins  
Hugh M. English  
Lennart E. Lindahl, P.E.

Kevin McCarty  
Harkley R. Thornton  
Trudi K. Williams, P.E.

#### *EXECUTIVE OFFICE*

Henry Dean, Executive Director

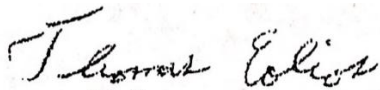
Application Number: 040401-2  
TRANSWORLD INVESTMENT CORP  
May 12, 2004  
Page 3

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

**Certificate Of Service**

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 12th day of May, 2004, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,



Thomas Colios  
Sr Supv Hydrogeologist  
Water Use Regulation Division

TDC / nd

**Certified Mail No.:** 7002 2030 0006 4396 1722

Enclosure

c: Broward County DPEP  
Broward County Office of Env. Services  
FDEP  
Florida Fish & Wildlife Conservation Commission  
Landplan Engineering Group Inc  
Lennar Homes Inc  
Old Plantation Water Control District

### **Limiting Conditions**

7. Withdrawal Facilities:

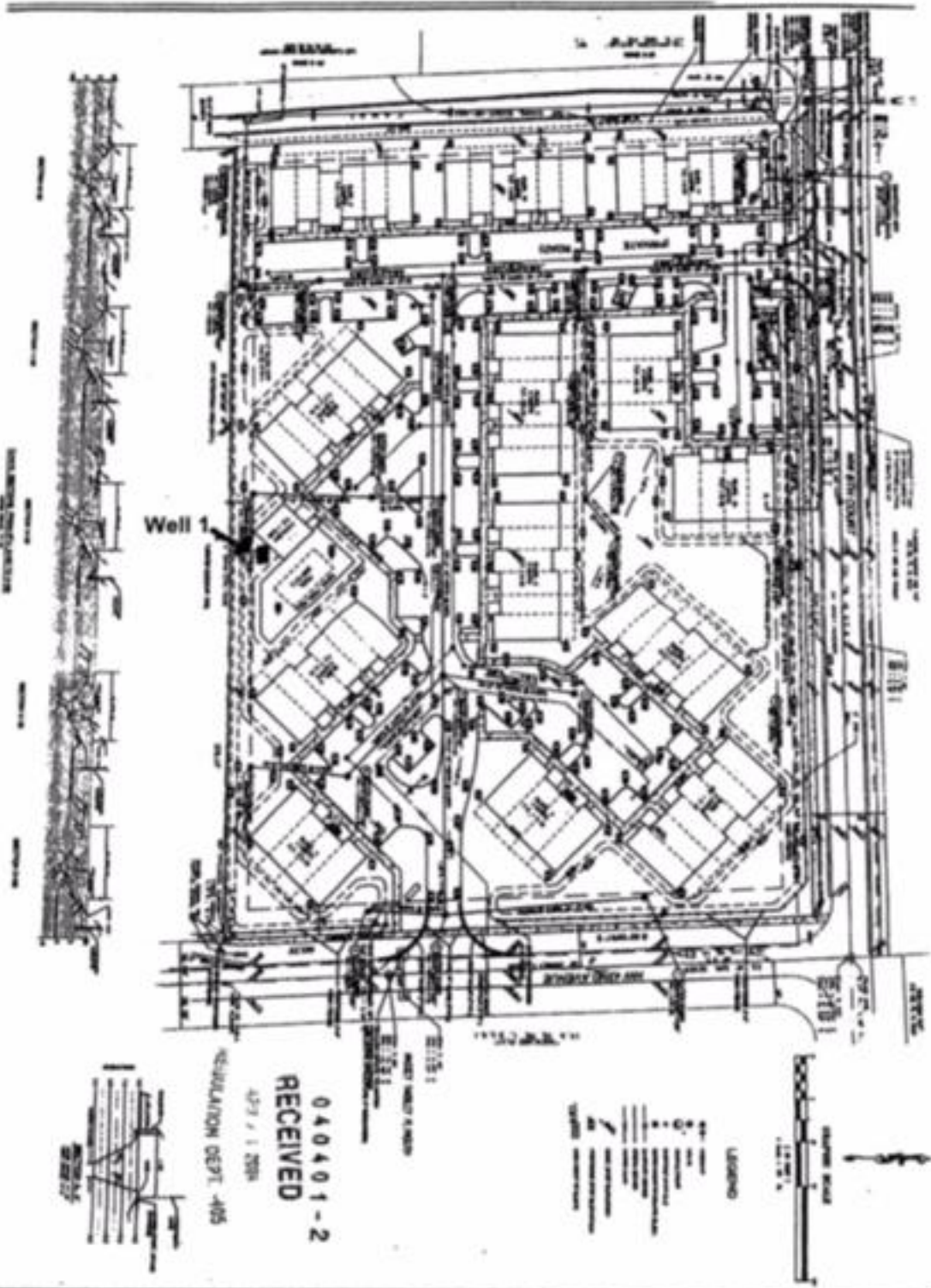
Ground Water - Proposed:

1 - 4" X 45' X 75 GPM Well Cased To 35 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

- (1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or
  - (2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.
9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:
- (1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)
  - (2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or
  - (3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.



040401-2  
 RECEIVED  
 APR 1 1998  
 REGULATION DEPT. 405

|   |  |   |  |
|---|--|---|--|
| <b>PARK PLACE</b>                             |  | BROWARD COUNTY, FLORIDA   |  |
| CITY OF PLANTATION                            |  | PAVING AND DRAINAGE PLAN  |  |
| PROJECT NO. _____<br>SHEET NO. _____ OF _____ |  | DATE _____<br>DRAWN BY _____<br>CHECKED BY _____<br>APPROVED BY _____ |  |

**IPEG**

**Exhibit 4**

**Calculations of Irrigation Requirements**

**APPLICATION NUMBER: 040401-2**

|                           |                |                         |      |
|---------------------------|----------------|-------------------------|------|
| <b>RAINFALL STATION:</b>  | Ft. Lauderdale | <b>CROP:</b>            | Turf |
| <b>IRRIGATION SYSTEM:</b> | Sprinkler      | <b>SOIL TYPE:</b>       | 0.4  |
| <b>PARCEL ACREAGE:</b>    | 2.2            | <b>PARCEL NAME:</b>     |      |
| <b>LAND USE:</b>          | Landscape      | <b>IRR. MULTIPLIER:</b> | 1.3  |

|                     | JAN  | FEB  | MAR  | APR  | MAY  | JUN  | JUL  | AUG  | SEP  | OCT  | NOV  | DEC  | TOTAL |
|---------------------|------|------|------|------|------|------|------|------|------|------|------|------|-------|
| MEAN RAINFALL       | 2.86 | 2.52 | 2.90 | 4.12 | 6.28 | 9.02 | 6.39 | 6.90 | 8.21 | 8.40 | 3.96 | 2.52 | 64.08 |
| EVAPOTRANSPIRATION  | 2.06 | 2.35 | 3.93 | 5.30 | 6.80 | 7.51 | 7.91 | 7.56 | 6.44 | 5.11 | 3.38 | 2.41 | 60.76 |
| AVG. EFFECTIVE RAIN | 1.13 | 1.03 | 1.27 | 1.86 | 2.91 | 4.12 | 3.15 | 3.29 | 3.59 | 3.39 | 1.62 | 1.03 | 28.39 |
| DROUGHT RAINFAL     | 0.93 | 0.84 | 1.04 | 1.53 | 2.39 | 3.38 | 2.58 | 2.70 | 2.94 | 2.78 | 1.33 | 0.84 | 23.28 |
| AVERAGE IRRIGATION  | 0.93 | 1.32 | 2.66 | 3.44 | 3.89 | 3.39 | 4.76 | 4.27 | 2.85 | 1.72 | 1.76 | 1.38 | 32.37 |
| DROUGHT IRRIGATION  | 1.13 | 1.51 | 2.89 | 3.77 | 4.41 | 4.13 | 5.33 | 4.86 | 3.50 | 2.33 | 2.05 | 1.57 | 37.48 |

**ANNUAL SUPPLEMENTAL CROP REQUIREMENT: 37.48 INCHES**

**ANNUAL SUPPLEMENTAL CROP WATER USE:**

37.48 IN X 2.2 AC X 1.3 X 0.02715 MG/AC-IN = 2.91 MG

**MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT: 5.33 INCHES**

**MAXIMUM MONTHLY SUPPLEMENTAL CROP WATER USE:**

5.33 IN X 2.2 AC X 1.3 X 0.02715 MG/AC-IN = 0.41 MG

**TOTAL ANNUAL DEMAND: 2.91 MG**

**TOTAL MAXIMUM MONTHLY DEMAND: 0.41 MG**

THIS INSTRUMENT PREPARED BY;

PATRICIA KIMBALL FLETCHER, ESQ.  
PATRICIA KIMBALL FLETCHER, P.A.  
DUANE MORRIS LLP  
200 SOUTH BISCAYNE BLVD., SUITE 3400  
MIAMI, FLORIDA 33131  
Grantee's Tax Identification No.:

INSTR # 104729565  
OR BK 39054 Pages 786 -787  
RECORDED 02/11/05 14:26:06  
BROWARD COUNTY COMMISSION  
DOC STMP-D: \$0.70  
DEPUTY CLERK 1004  
#1, 2 Pages

Property Folio Number:  
10101-47-07100

## QUITCLAIM DEED

THIS QUITCLAIM DEED, is made effective as of the 4<sup>th</sup> day of February, 2005, between LENNAR HOMES, INC., a Florida corporation ("**Grantor**") having offices at 730 N.W. 107 Avenue, 4th Floor, Miami, Florida 33172 and PARK PLACE AT PLANTATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**"), having offices at 8190 State Road 84, Davie, Florida 33324.

### RECITALS:

1. In connection with the residential subdivision in Broward County, Florida known as Park Place at Plantation (the "**Community**"), that certain Declaration for Park Place at Plantation was recorded in Official Records Book 37133 at Page 1639 of the Public Records of Broward County, Florida (the "**Declaration**").
2. Pursuant to the Declaration, all of the Common Areas (as defined in the Declaration) within the Community which are the maintenance responsibility of Association are to be conveyed to Association.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Association, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does hereby remise, release and quitclaim unto Association and Association's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described parcels of land, situate, lying and being in the County of Broward and State of Florida, to wit:

Tract A of Park Place at Plantation, according to the Plat thereof, as recorded in Plat Book 173, Page 112, in the Public Records of Broward County, Florida.

This conveyance is subject to the following:

- (a) the Declaration;
- (b) a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;
- (c) matters reflected in the plat of the Community;
- (d) perpetual non-exclusive easements in favor of Developer (as defined in the Declaration), its successor and assigns in, to, upon and over all of Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or



drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved herein shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

- (e) all restrictions, easements, covenants and other matters of record;
- (f) In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under the Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this paragraph, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, at Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this paragraph will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this paragraph in any respect, Association shall pay to Developer liquidated damages in the amount of \$200,000.00 which Association and Developer agree are a fair and reasonable remedy; and

Without limiting the foregoing, Grantor specifically reserves the right (so long as Grantor owns any portion of the Community) to require that Association reconvey all or a portion of the Common Areas conveyed herein by quitclaim deed in favor of Grantor in the event that such Common Area is required to be owned by Grantor for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behalf of Association and Association's successors and assigns forever, and "as is" without any representations or warranties, express or implied, in fact or by law, as to the condition or fitness of the property conveyed hereto and improvements thereon.

IN WITNESS WHEREOF, Grantor has hereto set its hand and seal the day and year first above written.

**WITNESSES:**

**LENNAR HOMES, INC, a Florida corporation**

*Betty Tibbatts*  
Print Name: BETTY TIBBATTS  
*Marlene Schraeger*  
Print Name: MARLENE SCHRAEGER

By: *Scott Woodrey*  
Name: Scott Woodrey  
Title: Vice President  
  
{SEAL}

STATE OF FLORIDA            )  
  ) SS.:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2005 by Scott Woodrey as Vice President of Lennar Homes, Inc. a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



*Tania C. Campbell*  
NOTARY PUBLIC, State of Florida at Large  
Print Name TANIA C. CAMPBELL

## **TANGIBLE PERSONAL PROPERTY**

**14 - POOL LOUNGES**

**3 36" TABLES**

**12 CLUB CHAIRS**