

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County  
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**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**SAWGRASS LAKES P.U.D.**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this  
11 day of FEB, 1998 by SAWGRASS LAKES, INC., a Florida corporation  
(hereinafter referred to as the "Developer").

**RECITALS:**

**WHEREAS**, the Developer is the owner of certain real property described in Section 2 of this Declaration and desires to create thereon a general plan and scheme for development of a residential community; and

**WHEREAS**, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the Community and for specified maintenance of the properties and improvements thereon, and to this end desires to subject the real property described in Section 2.1 of this Declaration and any additional property as is hereafter subjected to this Declaration by subsequent amendment, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of this property and each Owner thereof; and

**WHEREAS**, Developer has deemed it advisable, for the efficient preservation of the values and amenities in the Community, to create an entity to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments as created in this Declaration, and promoting the recreation, health, safety and welfare of the owners and occupants of each Lot in the Community; and

**WHEREAS**, the SAWGRASS LAKES MASTER ASSOCIATION, INC., a not-for-profit Florida Corporation has been previously or shall be incorporated for the purpose of exercising the functions mentioned above; and

**PREPARED BY:**  
**JAY STEVEN LEVINE**  
**LEVINE, FRANK, EDGAR & TELEPMAN, P.A.**  
**3300 PGA BOULEVARD, SUITE 500**  
**PALM BEACH GARDENS, FLORIDA 33410**  
**Telephone: (561) 626-4700**

Ret: Steven Perry (E)

**NOW THEREFORE**, the Developer hereby declares that the real property described in Section 2.1 below and any additional property as is hereafter subjected to this Declaration by subsequent amendment, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth in this Declaration, all of which are perpetual covenants which run with the land.

Section 1. **DEFINITIONS**. The following definitions shall apply in this Declaration and in the Articles of Incorporation and By-Laws, unless the context otherwise requires:

- 1.1 "**Articles**" means the Amended and Restated Articles of Incorporation as amended from time to time.
- 1.2 "**Assessment**" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Lots.
- 1.3 "**Association**" means SAWGRASS LAKES MASTER ASSOCIATION, INC., a Florida corporation not for profit, its successors, assigns and legal representatives.
- 1.4 "**Board of Directors**" or "**Board**" means the representative body which is responsible for the administration of the Association's affairs.
- 1.5 "**By-Laws**" mean the By-Laws as amended from time to time.
- 1.6 "**Common Area**" or "**Common Areas**" means and refers to the Properties which are intended to be devoted to the common use and the enjoyment of the Owners and occupants, in this Declaration, as well as all personal property owned, leased by or dedicated to the Association for the common use and enjoyment of the Owners and occupants. Common Area shall also mean to include all portions of the surface water management system other than any portion of the system situated on any Lot.
- 1.7 "**Community**" means the entirety of the Properties, as expanded from time to time.
- 1.8 "**Conservation Areas**" means areas set aside as natural habitats for the perpetual protection and maintenance by the Association.
- 1.9 "**County**" means St. Lucie County, Florida.
- 1.10 "**Declaration**" means this instrument as amended from time to time.

1.11 "Developer" means SAWGRASS LAKES, INC., a Florida corporation, its successors, assigns and legal representatives, and shall also mean any successor or assign so designated by the Developer to any or all of its interests in the development of the Properties.

1.12 "Dwelling Structure" means a residential single family home situated on a Lot, including all improvements associated with the home on the Lot and also means a condominium unit. Unless the context specifically provides otherwise, reference to the term "Dwelling Structure" shall not include the Lot.

1.13 "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as it may be amended from time to time.

1.14 "Governing Documents" means and includes this Declaration and all Exhibits hereto, including the Articles of Incorporation and By-Laws, as amended from time to time.

1.15 "Guest" means any person who is not a member of the family occupying a Lot, and who is physically present in, or occupies the Lot at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with occupancy of the Lot. A permanent occupant of a Lot shall not be considered as a Guest. Furthermore, an Owner of a Lot shall never be considered a Guest on the Lot he owns, unless the Owner is visiting a Lessee on the Lot.

1.16 "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against any of the Properties, including any Lot, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns, and includes the Developer. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Mortgagee. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage.

1.17 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Dwelling Structure and Lot for valuable consideration.

1.18 "Limited Common Area" means that Common Area which is reserved for the exclusive use and enjoyment of only one Phase as reflected on that Common Area and Limited Common Area Plan attached to and made a part of this Declaration as Exhibit "B".

1.19 "Limited Common Area Assessment" means a share of the funds required for the payment of common expenses with respect to Limited Common Area which from time to time is assessed against Lots in any Phase for which there is reserved a Limited Common Area.

1.20 "Lot" means a platted lot or dwelling unit, including condominium unit, within the Properties, or reflected on any site plan approved by the City of Port St. Lucie, and intended for residential occupancy. Unless the context specifically provides otherwise, reference to the term "Lot" shall include the Dwelling Structure and all other improvements situated on the Lot.

1.21 "Member" or "Member of the Association" means a record Owner of a Lot. "Voting Member" or "Voting Member of the Association" means the record owner of an entire Phase, and its successors, assigns and legal representatives and in the event that the foregoing sells any Lots in a Phase, then that Owner or its one designee, and in the event that a community association has jurisdiction over a Phase, then the community association. All membership voting in this Declaration shall be exercised by the Voting Members only.

1.22 "Occupy" shall mean and refer to the act of being physically present on a Lot for two (2) or more consecutive days, including staying overnight. "Occupant" is a person who occupies a Lot. A "permanent occupant" means a person who is occupying a Lot other than as a Guest or for a vacation.

1.23 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interests merely as security for the performance of an obligation.

1.24 "Phase" means that portion of the Properties referenced as a Phase on Exhibit "B", each of which Phase may be subdivided by the Developer into not more than two separate Phases, each of which shall be considered a separate Phase. In the event that a Phase is subdivided, the Developer shall file a certificate in the public records which evidences same, and which also sets forth any modifications to Exhibits "B" and "E", without the need for a joinder or consent of any Owner or any other person or entity.

1.25 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Lots in the Community than any other institutional mortgagee, such determination to be made by

reference to the number of Lots encumbered, and not by the dollar amount of such mortgages.

1.26 "Properties" means all real property, including improvements thereon, which are now or hereafter made subject to this Declaration.

1.27 "Rules and Regulations" means those rules and regulations promulgated from time to time by the Board of Directors, governing the use of the Properties, including the Lots, and the operation of the Association.

1.28 "Subassociation" means any community association created to have jurisdiction over a residential subdivision which comprises only a portion of the Properties, and their successors, assigns and legal representatives.

1.29 "Subdivision Plat" means any plat(s) covering property referred to in Section 2 below as amended or replatted.

1.30 "Voting Interest" means and refers to the weighted vote equal to the percentage of sharing expenses set forth in Exhibit "E", to this Declaration.

## Section 2. PROPERTY SUBJECT TO THIS DECLARATION.

2.1 Legal Description of Property submitted to the Declaration at this Time. The real property which includes all Lots, which is and shall be transferred, sold, conveyed and occupied subject to this Declaration at this time, is legally described in Exhibit "A-1" attached to and made a part of this Declaration.

2.2 Additional Property. The Developer is owner of additional property adjacent and/or near to the property described in Exhibit "A-1" to this Declaration, which is described in Exhibit "A-2" attached to and made a part of this Declaration. The Developer shall be entitled but not obligated at any time, and from time to time, to submit any or all of the property described in Exhibit "A-2" to the Declaration to become part of the Community and subject to this Declaration. The Developer shall be entitled to add such property to the jurisdiction of the Declaration, by the filing of a Supplemental Declaration, without the consent or joinder of the Association and/or any Owner.

## Section 3. EASEMENTS; PROPERTY RIGHTS IN THE COMMON AREA.

3.1 Easements. Each of the easements and easement rights referred to in this Section 3.1, is reserved through the Properties and is a covenant running with the land in the Community, and notwithstanding any other provisions of this Declaration, shall survive the removal of any of the Properties from the Community. None of the

easements specified in this Section 3.1 may be encumbered by any leasehold or lien other than those on the Lots. Any lien encumbering these easements shall automatically be subordinate to the rights of Owners with respect to such easements.

**A. Utility Service and Drainage Easements.**

1. In addition to that shown on the Subdivision Plat, there is hereby created a blanket easement upon, across, over, through and under the Properties for the installation, replacement, repair and maintenance of all utility and service lines and systems, and irrigation including but not limited to electric, gas, water, sewer, telephone, electric, cable television, security, and surveillance or communication lines and systems, and irrigation. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Properties, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Lots and on, in and under the roofs and exterior walls of the Dwelling Structures, providing the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonably interfere with the use of the Lots. Except as otherwise provided in Section 3.1.A.2 below, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems may be installed or relocated on the Properties except as are approved by the Developer. The Developer may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility. This power to create easements shall also include the power to modify or relocate easements which are created.
  
2. Once the Developer closes upon the sale of the last Lot in the Community, the powers vested in the Developer under Article 3.1.A.1 above shall terminate, and shall then vest in the Association. Such powers

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shall be exercised by the Board of Directors in its reasonable discretion without the need for joinder of any Owner.

3. In addition to the foregoing, the following shall apply with respect to easements for drainage: There is hereby reserved an easement for drainage from each Lot onto an adjoining Lot and the Common Area. It shall be the responsibility of the Owner of the Lot for whose benefit this easement has been created, to insure that the drainage flow from his Lot remains open and free. It shall be the responsibility of the Association to insure that the drainage flow from the Common Area, remains open and free.
4. The Developer under Section 3.1.A.1 and thereafter the Association under Section 3.1.A.2 above, or its designee, shall have a right to remove any improvements interfering with or impairing such facilities or easements herein reserved. No Owner shall do anything anywhere on his Lot that interferes with or impairs or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements.

B. Maintenance Easement in Favor of the Developer and Association. There is hereby reserved to the Developer and to the Association an easement over the Common Area for the Association's maintenance obligations pursuant to this Declaration. This easement shall also apply over, on, across, under and through each Lot for the Association's maintenance obligations under Section 6.1.C of this Declaration.

C. Encroachments. If any Lot encroaches upon any of the Common Area for any reason other than the intentional act of an Owner, or if any Common Area encroaches upon any Lot, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

D. Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Lots or Common Area as from time to

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time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Area as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

- E. Easement of Enjoyment to Common Area. Every Owner has a right and easement of enjoyment of the Common Area, subject to any limitations in this Declaration and reasonable Rules and Regulations.

3.2 Common Area; Limited Common Area.

- A. Purposes Intended. Common Area shall be used for the purposes intended.
- B. Title. The Developer shall convey legal title to the Common Area to the Association, by quitclaim deed, free and clear of all liens and financial encumbrances, prior to the first V.A. guaranteed loan in the particular Phase in the Community.
- C. Limited Common Area. That Common Area which is reserved for the exclusive use and enjoyment of one or more but fewer than all Phases is detailed in Exhibit "B" attached to and made a part of this Declaration.
- D. R.V./Boat Storage Area. The Developer shall construct a fenced, lighted R.V./boat storage area in Phase 1A referenced in Exhibit "B" to this Declaration, to be commenced and completed upon the Developer's sale of the last Lot in Phase 2 in the Community. To the extent that the said tract has been conveyed to the Association prior to commencement of construction, the Association shall cooperate in signing permits and other construction documents to enable construction on said Common Area tract. The Association shall be entitled to require the execution of a license or other agreement in connection with use of such area.

Section 4. **ASSOCIATION.** The operation of the Properties is by the **SAWGRASS LAKES MASTER ASSOCIATION, INC.**, a Florida corporation not for profit, which shall perform its functions pursuant to this Declaration, and the following:



- 4.1 Articles of Incorporation. The Articles of Incorporation of the Association shall be the Articles of Incorporation attached as Exhibit "C", as amended from time to time.
- 4.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached as Exhibit "D", as amended from time to time.
- 4.3 Membership and Voting Rights. The membership of the Association and voting rights shall be as provided in the Articles of Incorporation and By-Laws. Unless the consent or vote of Owners of Lots is specifically required by the Governing Documents, votes shall be cast only by the Voting Members as defined elsewhere in the Governing Documents.
- 4.4 Limitation on Association Liability.
- A. Notwithstanding its duty to maintain and repair certain Properties, the Association shall not be liable to the Owners for injury or damage caused by Properties for which the Association has responsibility to maintain. In the event that any portion of the Properties for which the Owner has maintenance responsibility under this Declaration, or any real or personal property of the Owner, shall be damaged in the course of the Association's maintenance, repair or replacement of those Properties for which the Association has responsibility, the Owner shall bear the full risk of loss. The only exception under this Section 4.1.A is where the Association (whether for itself or its contractor) is guilty of negligence or intentional misconduct which causes the loss, in which case the Association bears the risk of loss created by same (with any available contribution from the contractor or others). This Section 4.4.A shall also apply where the loss results in the course of the Association's reconstruction and repair after casualty.
- B. The Association shall in no event be liable for any damages resulting from an Owner's breach of his maintenance, repair and replacement responsibility under this Declaration.

Section 5. ASSESSMENTS AND LIENS; CHARGES. The Association has the power to levy and collect assessments against each Lot and Owner and Subassociation

if applicable, in order to provide the necessary funds for proper operation and management of the Properties and for the operation of the Association, including both annual assessments for each Lot's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy Charges against individual Lot(s) and Owner(s) for any amounts, other than for common expenses, which are properly chargeable against such Lot and Owner under the Governing Documents.

**5.1 Common Expenses.** Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the Properties, the expenses of operating the Association, including any amounts budgeted for the purpose of funding reserve accounts, and shall include costs associated with bulk rate cable television and other telecommunication contracts, and shall include the cost of water for the irrigation system serving the Lots and Common Area.

**5.2 Share of Common Expenses.** All Lots shall be assessed in accordance with that set forth on Exhibit "E" attached to and made a part of this Declaration, except that the expenses attributable to any Limited Common Area shall be levied as a Limited Common Area Assessment against only those Lots in the Phase subject to the particular Limited Common Area.

**5.3 Ownership.** Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner has the right to withdraw or receive distribution of his share of the common surplus, except as otherwise provided in the Governing Documents or by law.

**5.4 Who is Liable for Assessments.** The Owner of each Lot, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as otherwise provided in Sections 5.8.A and 12.5 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

**5.5 No Waiver or Excuse From Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot on which the assessments are made, by interruption in the availability of the Lot or the Common Area for any reason whatsoever, or by dissatisfaction with the Association and/or its operation and policies. No Owner may be excused from payment of his share of the common expenses unless all Owners are

likewise proportionately excused from payment, except as otherwise provided in Section 5.8.A as to certain mortgagees and in Section 12.5 as to the Developer.

**5.6 Application of Payments; Failure to Pay; Interest; Late Fees.**

Assessments and installments thereon paid on or before thirty (30) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the rate of 18% per annum calculated from the date due until paid. In addition, any assessments or installments not paid on or before thirty (30) days after the date due shall result in the imposition of a late fee equal to the higher of \$25.00 or five (5%) percent of the late payment. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors of the Association for payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys'/paralegals' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

- A. It is the joint obligation of each Owner and each Subassociation to see to it that the assessments are paid to and received by the Association or any agent designated by the Association as its agent for collection, irrespective of whether the Subassociation received notification. In the event that the Subassociation fails to tender proper and timely payment of any assessment to the Association, an Owner may avoid liability for assessment in question and may avoid the filing of a claim of lien against his or her Lot, and/or foreclosure thereof or personal action, by tendering to the Association, that Lot's share of the assessment along with applicable interest, late fees and/or attorneys and paralegal fees; this sole remedy applies for the benefit of the Owner even where and notwithstanding the fact that the Owner did timely pay the appropriate sum to the Subassociation. In the event that the Owner did make payment to his or her Subassociation but was then chose to pay the Lot's share of the assessment along with the other sums referenced in the preceding sentence, then the owner shall be entitled to a credit from his or her Subassociation for the amount of such payment, against future assessments due and owing by the Owner to his or her Subassociation. Please refer to Sections 7.2 and 7.3 of the By-Laws for further provisions regarding the Subassociation's collection of assessments to be paid to the Association.

**5.7 Liens.** The Association has a lien on each Lot securing payment of past due assessments, including late fees, interest and attorneys' and paralegal fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a claim of lien in the Public Records of the County, stating the legal description of the Lot, the name of the Owner, the assessments past due and the due dates. The lien is in effect until barred by law. The claim of lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

**5.8 Priority of Lien.**

**A. Rights of Certain Mortgagees and other Lienholders.** The Association's lien for unpaid assessments shall be subordinate and inferior to any recorded first mortgage or any institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage and any other lienholder, regardless of when the mortgage or other lien was recorded.

**(1)** With respect to any such mortgage which has superiority over the Association's claim of lien: When the mortgagee or other purchaser obtains title to the Lot as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent assessments due and owing to the Association pertaining to the Lot or chargeable to the former Owner of the Lot which became due prior to the acquisition of title as a result of foreclosure or a deed in lieu of foreclosure. These unpaid assessments shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.

**B. Leases.** Any lease of a Lot shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

**5.9 Foreclosure of Lien; Action at Law.** The Association may bring an action in its name to foreclose its lien for unpaid assessments in the same manner in which mortgages are foreclosed in the State of Florida and may also bring an action to

recover a money judgment for unpaid assessments without waiving any lien rights. In addition to any assessments due, the Association shall be entitled to recover interest, late fees, and all costs of collection, including court costs and paralegal and attorneys' fees. Whenever the Association shall bring a lien foreclosure action, the Association shall be entitled to receive a reasonable rental from the Owner, pending litigation, for that time period during which the Owner is in possession of the Lot either by himself, or tenants, guests or other occupants; the Association is entitled to an appointment of a receiver, which may be the Association, to collect the rent.

**5.10 Certificate As To Assessments.** The Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Owner with respect to the Lot have been paid, within fifteen (15) days after request by an Owner or mortgagee. Any person other than the Owner who relies upon such certificate shall be protected thereby.

**5.11 Charges.**

- A. **Defined.** Each Lot and Owner shall be liable for Charges levied by the Association against the Lot and Owner. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an Owner; damages; fines; and any other sums other than assessments which are referred to as Charges in the Governing Documents.
- B. **Who is Liable for Charges.** The Owner of each Lot, regardless of how title was acquired, is liable for all Charges coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Sections 5.11.E and 12.5 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.
- C. **Application of Payments; Failure to Pay; Late Fees; Interest.** Any Charges paid on or before thirty (30) days after the date due as specified in the notice of Charge from the Association shall not bear interest, but all Charges not so paid shall bear interest at the rate of 18% per annum, calculated from the date due until paid. In addition, any Charges or installments not paid on or before thirty (30) days after the date due shall result in the imposition of a late fee of the higher of \$25.00 or

five (5%) percent of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys'/paralegals' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the Owner shall be considered not to have made payment.

D. Liens. The Association has a lien on each Lot securing payment of past due Charges, including interest, late fees and attorneys' and paralegal fees and costs incurred by the Association incident to the collection of the Charges or enforcement of the lien, whether before, during or after a lien foreclosure suit or other lawsuit. The lien is perfected upon recording a claim of lien in the Public Records of the County, stating the legal description of the Lot, the name of the record Owner, the Charges past due and the due dates. The lien is in effect until barred by law. Upon full payment of all sums secured by the claim of lien, the person making the payment is entitled to a satisfaction of the lien.

E. Priority of Lien.

1. Rights of Certain Mortgagees and other Lienholders. The Association's lien for Charges shall be subordinate and inferior to any recorded first mortgage or any institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage and any other lienholder regardless of when the mortgage or other lien was recorded.

(a) With respect to any such mortgage which has superiority over the Association's claim of lien: When the mortgagee or other purchaser obtains title to the Lot as a result of foreclosure of the mortgage, or a deed in lieu of foreclosure, the acquirer of title, its successors and assigns, shall not be liable for any delinquent Charges due and owing to the Association pertaining to the Lot or chargeable to the former Owner of the Lot which became due prior to the acquisition of title as a result of foreclosure or a

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deed in lieu of foreclosure. These unpaid Charges shall be deemed to be a common expense collectible from all of the Owners, including such acquirer of title, and his successors and assigns.

2. Leases. Any lease of a Lot shall be subordinate and inferior to any claim of lien of the Association, regardless of when the lease was executed.

F. Foreclosure of Lien; Action at Law. The Association may bring an action in its name to foreclose its lien for unpaid Charges in the same manner that mortgages are foreclosed in the State of Florida, and may also bring an action to recover a money judgment for the unpaid Charges without waiving any lien rights, and shall be entitled to recover interest, late fees, and all costs of collection, including court costs and paralegal and attorneys' fees.

5.12 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, Charges and liens created under this Declaration:

A. All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All Common Area exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Notwithstanding any provision in this Section 5.12, no land or improvements devoted to Lot or dwelling use shall be exempt from assessments, Charges or liens, except as provided for in Sections 5.8.A and 5.11.E.1 above and Section 12.5 below.

5.13 Working Capital Contributions. Working capital contributions may be required from each purchaser from the Developer. Such contributions, if made, may be used to reimburse the Developer for start-up expenses, or otherwise as the Board of Directors shall determine from time to time. Working capital contributions need not be restricted or accumulated.

5.14 Developer Provisions. Special provisions regarding the Developer and the Developer's Lots are contained in Section 12.5 below.

**Section 6. MAINTENANCE, REPAIR AND REPLACEMENT.**

6.1 In addition to other provisions contained elsewhere in this Declaration, the following Properties shall be maintained, repaired and replaced by the Association at the expense of the Association, as an item of common expense:

- A. All Common Area.
- B. The vegetation, landscaping and irrigation system, if any, upon areas which are not within the Properties but abut same and are owned by a utility or governmental authority or any other person, so as to enhance the appearance of the Properties.
- C. Those portions of the Lots containing items referenced in Section 17.2 below, and each Lot's irrigation system wherever situated.

6.2 Each Owner shall maintain his or her Lot, except as otherwise provided for in Section 6.1.C above.

**Section 7. ASSOCIATION ALTERATIONS.** The Association is permitted to make alterations to the Properties, upon the vote of its Board of Directors.

**Section 8. USE AND OCCUPANCY RESTRICTIONS.** The use and occupancy of the Properties shall be in accordance with the following provisions. To the extent that there are any restrictive covenants or rules with respect to a Phase, whether or not there is a Subassociation governing the Phase, which is more restrictive than that contained in this Section 8, then the restrictive covenants of the Phase shall control and govern.

**8.1 Vehicles and Parking.**

- A. No repair (including changing of oil) of a vehicle shall be made on the Properties except for minor repairs necessary to permit removal of a vehicle. Washing, waxing, or the changing of tires of a vehicle is permitted.
- B. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales of the Properties (except for landscaping equipment at the direction of the Board of Directors).
- C. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas in the Properties. Racing engines and loud exhausts shall be prohibited.



- D. No vehicle shall be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and then only for loading and unloading.
- E. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle as referred to above from the Properties, the Association shall have the power and right to have the vehicle towed away at the vehicle owner's expense.
- F. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 8.1 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation and By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 8.1.

**8.2 Nuisances, Ordinances and Laws.** No Owner, Occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), Occupant(s) and Guest(s) of other Lot(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. Occupants shall at all times conduct themselves in a peaceful and orderly manner. No inflammables shall be stored anywhere on the Properties.

**8.3 Signs.** No signs of any type shall be maintained, kept or permitted on any of the Properties, provided however, that the following shall not violate this Section 8.6:

- A. Official notices of the Association;

**8.4 No Business Activity.** No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, to include child or adult care operations, provided, however that the following shall not violate this Section 8.4:

- A. The business of operating the Association.

8.5 Trash and Garbage. No trash shall be discarded on any part of the Properties except in garbage receptacles, which may not be placed out for collection before sundown on the day before collection. All garbage and rubbish (excluding glass and newspapers) must be securely tied in plastic bags before being placed in garbage receptacles. Glass, newspapers and other recyclables shall be placed in separate receptacles supplied by the Owner or collection authorities. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

8.6 Solicitation. No business solicitation whatsoever shall be permitted in the Community, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Board of Directors of the Association or the Owner or Subassociation, as applicable. This shall not preclude an owner from inviting a person or firm to enter the Community for the purpose of contracting business with the Owner.

8.7 Solar Panels. No solar panels shall be permitted anywhere on the Properties; the foregoing is subject to Florida Statute 163.04, as amended from time to time.

8.8 Laundry. No portion of the Properties shall be used for the drying or hanging of laundry, unless such laundry is adequately screened from public view, so that the laundry is not visible from any Lot; the foregoing is subject to F.S. 163.04, as amended from time to time.

8.9 Newspapers. No Owner or resident shall install or maintain any newspaper box on the Properties. All newspapers delivered to a Lot shall be brought inside daily and shall not be permitted to accumulated on any Lot or common area.

8.10 Developer Rights. The applicability of Section 8 is limited by and subject to the paramount provisions of Section 12 below.

8.11 Irrigation System. Each Lot shall be hooked up to the irrigation water system of the Association, and the cost of such water shall be a common expense of the Association as provided for in Section 5.1 above.

8.12 Wetlands. Wetlands shall have a minimum setback of fifteen (15) feet and an average of fifty (50) feet along the jurisdictional wetland lines.

**Section 9. INSURANCE AND CASUALTY.** The insurance which will be carried upon the Properties in the Community shall be governed by the following provisions.

9.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force casualty and liability insurance coverage required by the Governing Documents for the Common Area. The name of

the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear.

- A. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Section 9.1 shall be a common expense of the Association.
- B. Premiums upon insurance policies may be financed in the manner as the Board of Directors deems appropriate.
- C. The Association is hereby permitted to purchase insurance policies which contain deductibles.
- D. The Board of Directors of the Association is empowered to adjust claims under any policies of insurance carried by the Association.
- E. Each Owner shall provide insurance with respect to improvements made by the Owner, notwithstanding any provision to the contrary in this Section 9.

9.2 **Required Coverage.** The Association shall maintain adequate insurance covering the Common Area in an amount determined annually by the Board of Directors. Such insurance shall afford the following protection:

- A. **Property and Casualty.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract, for the items referenced above. The coverage must include the following, when same can be obtained:
  - 1. Agreed Amount and Inflation Guard Endorsement; and
  - 2. Demolition Costs Endorsement Contingent Liability from Operation of Building Loss Endorsement, and Increased Costs of Construction Endorsement.
- B. **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection

and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group, to an Owner.

- C. Automobile. Automobile liability for bodily injury and property damage for all hired and/or non-owned motor vehicles in such limits or protection and with such coverage as may be required by the Board of Directors of the Association.
- D. Directors, Officers and Agents Liability Insurance. The Association, to the extent available, shall maintain liability insurance to protect the persons referred to in Section 12.1 of the By-Laws.

9.3 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by Owners or their authorized representatives upon request.

9.4 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful and wanton disregard for life or property.

9.5 Share of Insurance Proceeds. All insurance policies obtained by the Association shall provide that all proceeds covering property losses shall be paid to the Association.

9.6 Reconstruction and Repair After Casualty.

- A. General. Any damage or destruction to the Common Area shall be repaired or reconstructed by the Association, substantially in accordance with the plans and specifications for the original improvements; or if such plans and specifications are lost or unavailable, then in accordance with plans and specifications approved by the Board of Directors of the Association.
- B. Assessment. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of

the damaged Common Area, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, the Association shall levy a Special Assessment against all Owners in sufficient amounts to provide funds for the payment of such costs. Notwithstanding the foregoing to the contrary, repair of damage or destruction to the Common Area is optional if this Declaration is terminated as provided for in Section 14 below.

**Section 10. CONDEMNATION OR EMINENT DOMAIN.** The circumstances of a taking of Properties by the power of eminent domain or by way of condemnation, eminent domain or inverse condemnation, shall be dealt with in such reasonable manner as determined to be appropriate under the circumstances by two-thirds of the entire Board of Directors. For the purposes of this Section 10, each Owner shall be considered as having sufficient property rights in and to the Properties so as to be able to institute a claim directly against the taking authority.

**Section 11. COMPLIANCE AND DEFAULT; REMEDIES.**

**11.1 Duty to Comply; Right to Sue.**

- A. Each Owner, his tenants, guests, and invitees, and the Association, shall be governed by and shall comply with the provisions of the corporate act, the Governing Documents, and the Rules and Regulations. Actions for damages, for injunctive relief, and/or for declaratory relief, for failure to comply may be brought by the Association or by an Owner against:
1. The Association;
  2. An Owner;
  3. By tenants, guests or invitees occupying a Dwelling Structure or using the Common Area; or
  4. Any member of the Board of Directors who willfully and knowingly fails to comply with the foregoing.
- B. No lawsuit of any kind shall be instituted and/or maintained unless the Association obtains the prior written consent of the Owners of not less than seventy-five (75%) percent of the Lots. The arbitration proceeding referred to in Section 11.8 below may be instituted by the

Association without said consent of the Owners. Notwithstanding the foregoing to the contrary, the following lawsuits shall not require such consent, and may be instituted and maintained by the vote of the Board of Directors alone:

1. Actions to enforce the Governing Documents and Rules and Regulations.
2. Actions to collect assessments and Charges due under the Governing Documents.
3. Actions against persons or entities with which the Association contracts.
4. Actions against any governmental authority.
5. The defense of any lawsuit (however, a counterclaim shall not be permitted unless it falls within any one or more of the foregoing exceptions).

**11.2 Negligence; Damage Caused by Condition in Lot.** Each Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of Common Area or other Lots and Dwelling Structures made necessary by his act or negligence, or by that of any member of his family or his guests, invitees, agents, or lessees. If any condition, defect or malfunction existing within a Lot or Dwelling Structure, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Area or to other Lots and Dwelling Structures, the Owner of the offending Lot shall be liable to the person or entity responsible for repairing the damaged areas, for all costs of repair or replacement not paid by insurance. If the Association effects correction, the cost shall be levied as a Charge against the Owner and Lot and collectible as Charges are collected under this Declaration; the Association may, but is not required to, provide notice to the Owner prior to effecting correction.

**11.3 Association's Access.** The Association, by and through the Board of Directors, officers, or the agents or employees of the Association, has an irrevocable right of access onto the Lots and Dwelling Structures for the purposes of inspection, maintenance, repair, replacement, alteration and improvement of those Properties for which it is obligated to maintain, repair and replace, and for which it is permitted to alter and improve, under this Declaration.

**11.4 Owners Responsible.** Owners are strictly responsible to ensure that their family members, guests, agents, lessees, invitees, etc. or any occupants of their Lots comply with the Governing Documents and Rules and Regulations of the Board of Directors, as amended from time to time; and the statutes which apply; and as such, are

responsible and liable to the Association for violations of same by their family members, guests, agents, lessees, servants, etc. or any Occupants of their Lots.

**11.5 Waiver of Rights.** The failure of the Association or of an Association member to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

**11.6 Costs and Attorneys' and Paralegal Fees.** In any legal proceeding arising out of an alleged failure of an Owner (for himself/herself or for his/her family members, guests, agents, tenants and invitees or any Occupants of the Lot), or the Association, or any tenants, guests or invitees occupying a Lot or using the Common Area, to comply with the Governing Documents or Rules or Regulations as amended from time to time, or corporate statute, the prevailing party shall be entitled to recover from the losing party, costs and attorneys' and paralegals' fees, including those incurred in appellate, bankruptcy and administrative proceedings.

**11.7 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Owners under any terms, provisions, covenants, or conditions of the Governing Documents or Rules and Regulations of the Association, or law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, Rules and Regulations of the Association, or at law or in equity.

**11.8 Common Area and Other Disputes With the Developer.** In the event that there are any warranty, negligence or other claims against the Developer or any party having a right of contribution from, or being jointly and severally liable with, the Developer (the "Claims") relating to the design, construction, furnishing or equipping of the Common Area, or other Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

- A. The party making the Claims, which shall include the Association as well as any Lot Owner, (the "Claimant") shall notify the Developer in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims. Such notice shall be provided to the Developer within one hundred and twenty (120) days after the date for the Developer to relinquish control of the Board of Directors as provided for in Section 4.16 of the By-Laws. The failure of the Association or any owner to provide the

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Developer written notice within such time period shall act as a bar to the Association or Owner filing any Claims against the Developer. Such bar shall not serve to permit the Association or any Owner to then file any Claim in court.

- B. Within thirty (30) days of receipt of the notice of the Claims, the Developer will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Developer and the Claimant, not having any then-current business relationship with the Developer or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Developer shall notify the Claimant of the name and address of the Arbitrator.
- C. Within thirty (30) days after the Developer notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Developer shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.
- D. Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Common Area or other Properties in question, and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Developer and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Developer so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Developer that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Developer shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day time period referenced in this subsection (D) shall be extended as the Arbitrator



deems warranted. At the conference, the Arbitrator shall notify the Developer and Claimant as to when the Final Report shall be issued.

- E. The Developer shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid and/or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in subsection (D) above.
- F. As to those matters the Developer elects to correct, upon the completion of all corrective work the Developer will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Developer and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.
- G. For all purposes, the Final Report and Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Section 682.09 of the Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Section 682.13 of the Code.
- H. The Arbitrator shall not be liable to the Association, the Claimant or the Developer by virtue of the performance of his services hereunder, fraud and corruption excepted.
- I. The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Developer's payment of assessments, deficit funding obligations, if any, the handling of reserves, if any, and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.

- J. In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by an attorney in good standing with The Florida Bar chosen by the Developer, which arbitrator shall be independent of the Developer and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.
- K. No provision in this Section 11.8 shall confer standing which is not otherwise available to a party under law.

**Section 12. DEVELOPER'S LOTS AND PRIVILEGES; DEVELOPER DESIGNEES.** The following provisions shall apply in addition to any and all provisions contained elsewhere in this Declaration with respect to the Developer's Lots and privileges. The provisions of this Section 12 shall take precedence over any other provisions to the contrary in the Governing Documents.

**12.1 Changes in General Plan of Development.** Until the completion of all of the contemplated improvements to the Properties in the Community and the sale of all Lots contemplated within the Community, the Developer reserves the right, without joinder of any person or entity, to make such changes to the General Plan of Development as may be required by any lender, governmental authority, or as may be, in his judgment, necessary or desirable; provided that any changes when made will provide facilities as good as or better than those shown on the development plans filed with the appropriate governmental authority.

**12.2 Deposits and Payments.** The Developer shall be entitled to receive back any and all deposits refunded by any utility company or governmental authority, and shall be entitled to payments received by the Association with respect to the construction of private street lights, if any.

**12.3 Sales/Lease Activities.** The Developer, until all of the Lots contemplated within the Community have been sold and closed, shall have the following rights: The Developer has the irrevocable power to sell, lease or rent Lots to any person or entity approved by the Developer without any interference, approval or objection from the Association, and without any limitation. Furthermore, the Developer reserves the right to retain title to any Lots and lease all or portions of same, without any intention of selling

them. The Developer shall have the right to transact upon the Properties any business necessary to consummate the sale/lease of Lots, including, but not limited to, the right to construct, install, maintain and use temporary construction, office, storage and sales facilities, place signs, banners and flags on the Properties for construction or sales purposes; use the Common Area for sales offices or for sales and promotional purposes; and conduct sales activities relating to property owned by the Developer or any of its affiliates which are situated outside of the Community. Any sales office, signs, fixtures, furnishings or other tangible personal property belonging to the Developer shall not be considered as part of the Properties nor owned by the Association and shall remain the property of the Developer.

**12.4 Special Provision Regarding The Developer's Designees.** The Developer shall be permitted, without relinquishing any rights of the Developer hereunder, to designate certain builders and contractors (whether or not affiliated with the Developer) who shall be permitted to transact any business necessary to consummate the sale/lease of Lots, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the Properties and show Lots. The Developer shall be permitted to impose limitation(s) upon any one or more of said builders and contractors in connection with same. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the particular builder and/or contractor shall not be considered as part of the Properties nor owned by the Association and shall remain the property of the particular builder and/or contractor.

**12.5 Assessments, Charges and Liens; Common Expenses.**

- A. **Assessment Obligations.** The Developer and its Lots shall be excused from having to pay for assessments related to its Lots for the following time period, with the obligation of the Developer limited to the payment of operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association: Beginning with the date of recording of this Declaration until the Developer relinquishes control of the Board of Directors, or sooner if the Developer forwards to the Association written intention to terminate the foregoing right; after which time the Developer shall pay assessments like any other Owner. For purposes of this Section 12.5.A, the term "operating expenses" shall exclude capital expenditures, reserves and depreciation, and the Developer shall have the right to apply any surplus from any previous year to any subsequent year before having to fund the deficit hereunder. Also for the purpose of this Section 12.5.A, the term "other income" shall include but not be limited to, capital contributions, if any, interest, fines, late fees and other fees

collected by the Association.

- B. Other Exemptions. The Developer's Lots shall be exempt from any obligation to pay interest or late fees with respect to non-payment of monies due and owing by the Developer to the Association, and at no time shall the Association be permitted to file a claim of lien against any Lot owned by the Developer. The Developer shall be entitled to injunctive relief and/or damages, including punitive damages, for any such liens filed.
- C. Credits. The Developer shall be permitted to pay any common expenses of the Association, and when doing so, shall be entitled to credit/offset against any sums due and owing by the Developer to the Association.

**12.6 Assignment and Assumption of Developer's Rights and Privileges.** The Developer hereby reserves the right to assign any or all of the rights of the Developer under the Governing Documents, in whole or in part, with respect to the Properties, to any other person or entity. In connection with such assignment, any assignee shall not be liable for any action of a prior developer. Any Institutional Mortgagee acquiring title to any of the Properties by foreclosure or by a deed in lieu of foreclosure has the right, but not the obligation, to assume any of the rights and obligations of the Developer; and regardless of such assumption, shall have the right to assign any rights of the Developer under the Governing Documents to any subsequent purchaser from the Institutional Mortgagee.

**Section 13. RIGHTS OF MORTGAGEES.** The following rights shall apply to certain or all mortgagees, in addition to those rights contained elsewhere in the Governing Documents:

**13.1 Amendments to the Declaration.** Written consent of the Institutional Mortgagee of a Lot shall be required for any amendment to this Declaration referred to in Section 15.5.C below.

**13.2 Association Lien Foreclosure.** Certain named mortgagees have certain rights in connection with Association lien foreclosure actions, as provided for in Sections 5.8.A and 5.11.E.1 above.

**13.3 Redemption.** If proceedings are instituted to foreclose any mortgage or lien on any Lot, the Association, on behalf of one or more Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Lot at the foreclosure sale. Any mortgagee shall

have the right to accept title to the Lot in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Lot at the foreclosure sale. If the Association or any of its members redeem the mortgage or cure the default, it or they shall have a lien against the Lot for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

**13.4 Right to Inspect Books.** The Association shall make available to Institutional Mortgagees requesting same current copies of the Governing Documents and Rules and Regulations of the Association, and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

**13.5 Financial Statement.** Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

**13.6 Lender's Notices.** Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

- A. Any 60-day or longer delinquency in the payment of assessments or charges owed by the Owner of any Lot on which the mortgagee holds a mortgage; and any 30-day or longer default of any other provision in the Governing Documents by an Owner of any Lot on which the mortgagee holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any condemnation or casualty loss that affects a material portion of the Community or the Lot securing its mortgage.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

**13.7 Access.** All mortgagees shall specifically have a complete right of access to all of the Common Area, for the purpose of ingress and egress to any Lot upon which they have a mortgage loan.

**13.8 Priority.** All provisions of a real property mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration,

including the provisions of this Section 13. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any Lot.

**13.9 Presumption.** Where an institutional first mortgage, by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of this Declaration and Exhibits annexed hereto be deemed to be an institutional first mortgage.

**Section 14. TERMINATION.** The Community may be terminated in the following manner:

**14.1 Agreement.** The Community may be terminated at any time by the approval in writing by the Owners of ninety (90%) percent of Lots and by the record owners of mortgages on the Lots whose Owners are consenting in writing.

**14.2 General Provisions.** Upon termination, the former Owners shall become the record owners, as tenants in common, of all Properties and the assets of the Association. The shares of such tenants in common shall be in the same percentage by which they generally share common expenses under Exhibit "E" to this Declaration. The mortgagee or lienor of an Owner, shall have a mortgage or lien solely and exclusively upon the share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of the termination. The termination of the Declaration shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of the County.

**14.3 New Community.** The termination of this Declaration does not bar creation of another Declaration affecting all or any portion of the same property.

**14.4 Sale; Partition.**

- A. Except as may be provided otherwise in Section 14.4.B below, following termination, the Properties may be partitioned and sold upon the application of any Owner. If following a termination, at least seventy-five percent (75%) of the Owners determine to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the Properties shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

- B.** If the proposed termination is submitted to a meeting of the Voting Members of the Association, pursuant to notice, and is approved by (100%) percent of the voting interests of the Voting Members of the Association, and by all Institutional Mortgagees, then the Association and the approving Owners, if they desire, shall have an option to purchase all of the Properties from the other Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. During this option period, and up through the date of closing on the option, no actions for partition shall lie. The option shall be exercised upon the following terms:
- 1. Exercise of Option.** An agreement to purchase executed by the Association and/or the record Owners of a part of all of the Properties who will participate in the purchase, shall be delivered by personal delivery or mailed by certified or registered mail, to each of the record Owners of the portions of the Properties to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which portions of the Properties will be purchased by each participating Owner and shall require the purchase of all portions of the Properties owned by Owners not approving the termination, but the agreement shall effect a separate contract between the seller and his purchaser.
  - 2. Price.** The sale price for each Lot shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and, in the absence of agreement as to price, it shall be determined by appraisers appointed by a judge of the circuit court in and for the County, on the petition of the seller. The expense of appraisal shall be paid by the purchaser.
  - 3. Payment.** The purchase price shall be paid in cash.
  - 4. Closing.** The sale shall be closed within thirty (30) days following the determination of the sale price.

**14.5 Last Board.** The members of the last Board of Directors shall continue to have the powers granted by the Governing Documents for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

**14.6 Provisions Survive Termination.** The provisions of this Section 14 shall be deemed covenants running with the land, and shall survive the termination of the Community until all matters covered by those provisions have been completed.

**14.7 Priority - Conflict.** In the event that there is any conflict between this Section 14 and Section 15 below, the language contained in this Section 14 shall control and govern.

**Section 15. AMENDMENT OF DECLARATION.**

**15.1 Proposal.** Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by 25% of the voting interests of the Voting Members.

**15.2 Procedure; Notice and Format.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Voting Members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special Voting Members' meeting. The full text of any amendment to the Declaration shall be included in the notice of the Voting Members' meeting of which a proposed amendment is considered by the Voting Members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision \_\_\_\_\_ for present text."

**15.3 Vote Required.** Except as otherwise provided by Florida law, or by specific provision of the Governing Documents, this Declaration may be amended by concurrence of not less than a majority of the entire Board of Directors and a majority of the voting interests of all members of the Voting Members of the Association. If the amendments were proposed by a written petition signed by the Voting Members pursuant to Section 15.1 above, then the concurrence of the Board of Directors shall not be required.



**15.4 Certificate; Recording; Effective Date.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment, and any joinders and consents required, are recorded in the Public Records of the County.

**15.5 Provisos.** Notwithstanding any provision in this Declaration to the contrary, the following shall apply:

- A. So long as the Developer controls the Board of Directors as provided for in the By-Laws, this Declaration may be amended by the vote of the Developer alone; and after such control is relinquished, so long as the Developer owns any Lot in the Community, no amendment may be made without the written consent and joinder of the Developer.
- B. No amendment shall operate to unlawfully discriminate against any Lot or class or group of Lots.
- C. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in this Declaration in favor of or reserved to record owners of any institutional mortgage unless the Institutional Mortgagee shall join in the execution of the amendment.
- D. Section 14 above concerning termination shall not be amended without the consent of all voting interests of the Voting Members and all record owners of mortgages on the Lots.
- E. Refer to Section 1.24 for provisions regarding the Developer's amendment of the Declaration relative to subdivision of a Phase.

**Section 16. MISCELLANEOUS PROVISIONS:**

**16.1 Severability.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

**16.2 Priorities in Case of Conflict.** In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- A. Other Florida Statutes which apply.
- B. This Declaration.
- C. The Articles of Incorporation.
- D. The By-Laws.
- E. The Rules and Regulations promulgated by the Board of Directors.
- F. The governing documents, rules and guidelines for any Subassociation.

**16.3 Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

**16.4 Invalidity.** In the event any court shall hereafter determine that any provisions of this Declaration as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be that of the (original) incorporator(s) of the Association.

**16.5 Captions.** The captions in the Governing Documents are inserted only as a matter of convenience and for ease of reference and in no way define or limit any provision in the Governing Documents.

**16.6 Gender; Plurality.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

**16.7 Owners' Affirmative Duty.** All Owners and Voting Members are charged with the affirmative duty to keep the Association notified, in writing, of his/her mailing addresses, as they change from time to time, including a second address for emergency in the event of a catastrophic event. The Owner shall also notify the Association of the name and address of any mortgagee holding a mortgage on his/her lot. The

Association shall be permitted to rely on information supplied by Owners and Voting Members in writing.

**16.8 Covenant Running with the Land.** All provisions of the Governing Documents shall be perpetual and be construed to be covenants running with the Properties, and all of the provisions of the Governing Documents shall be binding upon and enure to the benefit of the Developer and subsequent owner(s) within the Properties, and their respective heirs, personal representatives, successors and assigns. None of the provisions contained in the Governing Documents are intended to create, nor shall be construed as creating, any rights in and for the benefit of the general public.

**16.9 Duration.** This Declaration, as amended from time to time, shall run and bind the Properties for a period of twenty-five (25) years from the date of this Declaration, at which time the Declaration, as amended, shall automatically be renewed for successive periods of ten (10) years, unless and until terminated as provided in Section 14 above.

**Section 17. SPECIAL PROVISIONS RELATED TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT.**

**17.1** Certain Lots may contain or be adjacent to wetland preservation or mitigation areas and upland buffers which are protected under conservation easements.

**17.2** The Association shall maintain any portion of the Properties subject to a conservation easement, plat or designated in the Environmental Resource Permit (a copy of which is attached to and made a part of this Declaration as Exhibit "F"), as well as subsequent modifications to the permit, as preserved, restored or created wetland areas and upland buffer zones or upland preservation areas, whether or not the same constitutes any portion of a Lot. The Association shall further enforce the conditions of any conservation easement, plat or Environmental Resource Permit. The Association shall be permitted to utilize Section 11.2 above, whether or not enforcement involves an individual Lot.

**17.3** The Conservation Areas are hereby dedicated as Common Area, which shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground, dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation -- with the exception of exotic/nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage; flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

17.4 The Association shall notify owners of any mitigation/monitoring and/or financial assurances for which the Association is responsible.

17.5 The Association is responsible for the perpetual maintenance of the Conservation Areas as well as any signage required by any South Florida Water Management District permit or subsequent permit modifications.

17.6 Any Amendment to the Governing Documents which would affect the surface water management system or preserved or mitigated upland or wetlands must have the written consent to the South Florida Water Management District.

IN WITNESS WHEREOF I have set my hand and seal this 11 day of FEBRUARY 1998.

SAWGRASS LAKES, INC.  
a Florida corporation,

By: [Signature]

[Signature]  
Witness  
[Signature]  
Witness

SEAL

STATE OF FLORIDA )  
PALM BEACH ) SS:  
COUNTY OF ~~ST. JOHNS~~ )

I HEREBY CERTIFY that on the 11 day of Feb, 1998, before me personally appeared Mark Severel, as President of SAWGRASS LAKES, INC., who is personally known to me or who has produced \_\_\_\_\_ (if left blank, personal knowledge existed) as identification and who did (did not) take an oath and who executed the aforesaid Certification at his free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at PBL, in the County of Palm, State of Florida, the day and year last aforesaid.  
Bch

NOTARY PUBLIC:  
Sign [Signature]  
Print Jay Steven Levine  
State of Florida at Large  
My commission expires:

OR BOOK 1132 PAGE 2113

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF PROPERTY  
SUBMITTED TO THIS DECLARATION**

**All of Sawgrass Lakes Plat No. 1 P.U.D. Phase 1B, as  
recorded in Plat Book 36, Pages 26, 26 a-b, Public  
Records of St. Lucie County, Florida.**

OR BOOK 1132 PAGE 2114

EXHIBIT "A-2"

**LEGAL DESCRIPTION OF PROPERTY IN  
FUTURE PHASES WHICH MAY BE  
ADDED TO THIS DECLARATION**

**DESCRIPTION TO ACCOMPANY SKETCH  
BEING A PORTION OF  
SECTIONS 20,21,28 & 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY, FLORIDA**

TRACTS D, F AND G, PORT ST. LUCIE, SECTION THIRTY SEVEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 16, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.  
AND

THAT PORTION OF SECTION 20, TOWNSHIP 37 SOUTH, RANGE 40 EAST, BOUNDED AS FOLLOWS:

ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY OF TULIP BOULEVARD SHOWN ON THE PLAT ENTITLED FIRST REPLAT IN PORT ST. LUCIE, SECTION FORTY TWO, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ON THE NORTHEAST BY THE SOUTHWEST RIGHT-OF-WAY LINE OF PAAR DRIVE SHOWN ON THE AFOREMENTIONED PLAT OF PORT ST. LUCIE, SECTION THIRTY SEVEN,

ON THE EAST BY THE EAST SECTION LINE OF SECTION 20, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ALSO BEING THE WEST LINE OF TRACT D, SHOWN ON THE AFOREMENTIONED PLAT OF PORT ST. LUCIE, SECTION THIRTY SEVEN.

ON THE SOUTH BY THE SOUTH SECTION LINE OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 40 EAST, ALSO BEING THE NORTH LINE OF TRACT G, SHOWN ON THE AFOREMENTIONED PLAT OF PORT ST. LUCIE, SECTION THIRTY SEVEN, AND

ON THE SOUTHWEST BY THE NORTHEAST RIGHT-OF-WAY OF DARWIN BOULEVARD, SHOWN ON THE PLAT ENTITLED PORT ST. LUCIE, SECTION TWENTY-TWO, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGE 28, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED LAND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED FROM GENERAL DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, AS DEBTOR-IN-POSSESSION UNDER U. S. BANKRUPTCY COURT CASE NO. 90-12231-BKC-AJC, TO THE CITY OF PORT ST. LUCIE, A FLORIDA MUNICIPAL CORPORATION, RECORDED IN OFFICIAL RECORD BOOK 754, PAGE 807 (MORE SPECIFICALLY EXHIBIT "C-19" OF THAT DOCUMENT AT PAGE 845), PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Joseph J. Lavetsky*  
 JOSEPH J. LAVETSKY, P.S.M. DATE OF SIGNATURE  
 FLORIDA SURVEYOR AND MAPPER REGISTRATION No.4275

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CREECH ENGINEERS, INC.  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 6705  
 (LB 6705 = LICENSED BUSINESS NUMBER 6705)

**SURVEYOR'S NOTES:**

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON OFFICE INFORMATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED UPON THE EASTERLY RIGHT-OF-WAY LINE OF DARWIN BOULEVARD.
3. NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO TITLE OPINION IS EXPRESSED OR IMPLIED.

NOTE: SEE SHEET 6 OF 6 FOR SKETCH OF DESCRIPTION  
 DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 6 OF 6 OF THIS DOCUMENT.

**THIS IS NOT A SURVEY**

OR BOOK 1132 PAGE 2115

LICENSED SURVEYING AND MAPPING BUSINESS NO. 6705



800 S. PARROTT AVE.  
 OKEECHOBEE, FLORIDA 33472  
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 FAX (841)783-0810

203 WEST 3rd STREET  
 STUART, FLORIDA 34994  
 PHONE (881)283-1413  
 FAX (518)220-7881

P.O. BOX 410808  
 MELBOURNE, FLORIDA 32941  
 PHONE (407)776-3723  
 FAX (407)776-2184

**PROPERTY IN FUTURE PHASES  
 WHICH MAY BE ADDED  
 TO THIS DECLARATION**

PROJECT NO. 98113.01

CADD FILE: 98113SK1

SHEET 1 OF 6

**DESCRIPTION TO ACCOMPANY SKETCH  
BEING A PORTION OF  
SECTIONS 20,21,28 & 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY, FLORIDA**

THAT PORTION OF THE ABOVE DESCRIBED LAND CONVEYED IN THAT CERTAIN DEED FROM ST. LUCIE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, TO THE CITY OF PORT ST. LUCIE, FLORIDA, A MUNICIPALITY ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, RECORDED IN OFFICIAL RECORD BOOK 922, PAGE 1158 (MORE SPECIFICALLY PAGE 1167 OF THAT DOCUMENT), PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND

THAT PORTION OF THE ABOVE DESCRIBED LAND CONTAINED IN THE STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 817, PAGE 2091 (MORE SPECIFICALLY PAGE 2164 OF THAT DOCUMENT), AS AMENDED IN THE AMENDED ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 1013, PAGE 2229 (MORE SPECIFICALLY DESCRIPTION SP-3 OF THAT DOCUMENT AT PAGE 2252 AND 2253), PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND

A PORTION OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AS DEPICTED ON THE ACCOMPANYING SKETCH AS PARCEL "B", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N 00°02'47" W FOR 798.74 FEET, ALONG THE EAST LINE OF SAID SECTION 20; THENCE N 89°57'37" W FOR 1185.94 FEET, PARALLEL TO THE SOUTH LINE OF SAID SECTION 20; THENCE S 20°02'28" W FOR 806.36 FEET; THENCE S 53°57'45" W FOR 69.62 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 20; THENCE CONTINUE S 53°57'45" W FOR 263.60 FEET, TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND CENTRAL ANGLE OF 17°26'48" FOR 45.68 FEET, THE CHORD OF SAID CURVE BEARS S 89°27'12" W FOR 45.50 FEET; THENCE N 29°01'22" W FOR 96.10 FEET, TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 451.53 FEET AND CENTRAL ANGLE OF 14°38'47" FOR 115.41 FEET, THE CHORD OF SAID CURVE BEARS N 51°30'50"E FOR 115.11 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 20; THENCE CONTINUING ALONG THE ARC FOR A CURVE HAVING A RADIUS OF 451.53 FEET AND CENTRAL ANGLE OF 00°13'06" FOR 1.72 FEET, THE CHORD OF SAID CURVE BEARS N 58°56'46" E FOR 1.72 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 776.14 FEET AND CENTRAL ANGLE OF 38°48'59" FOR 525.81 FEET; THENCE N 20°02'28" E FOR 441.22 FEET, TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND CENTRAL ANGLE OF 69°48'07" FOR 48.73 FEET; THENCE S 89°57'32" E FOR 1214.51 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 21, BEING A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.22 FEET AND CENTRAL ANGLE OF 67°50'57" FOR 60.65 FEET, THE CHORD OF SAID CURVE BEARS S 56°02'04" E FOR 57.17 FEET; THENCE S 22°06'34" E FOR 484.39 FEET, TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 964.83 FEET AND CENTRAL ANGLE OF 21°52'24" FOR 368.34 FEET, THE CHORD OF SAID CURVE BEARS S 10°57'34" E FOR 366.10 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 28; THENCE CONTINUING ALONG THE ARC FOR A CURVE HAVING A RADIUS OF 964.83 FEET AND CENTRAL ANGLE OF 00°12'48" FOR 3.59 FEET, THE CHORD OF SAID CURVE BEARS S 00°07'46" E FOR 3.59 FEET; THENCE S 00°01'22" E FOR 1045.60 FEET (CALCULATED), 1045.15 FEET (DEED) AS PER OFFICIAL RECORD BOOK 754, PAGE 845, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, PARALLEL TO THE SAID WEST LINE OF SECTION 28; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND CENTRAL ANGLE OF 90°00'00" FOR 314.16 FEET, THE CHORD OF SAID CURVE BEARS S 44°58'38" W FOR 282.84 FEET; THENCE S 89°58'38" W FOR 100.07 FEET (CALCULATED), 100.01 FEET (DEED) AS PER OFFICIAL RECORD BOOK 754, PAGE 845, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, TO A POINT ON THE WEST LINE OF SAID SECTION 28; THENCE S 89°58'38" W FOR 1052.46 FEET, TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND CENTRAL ANGLE OF 61°00'00" FOR 212.93 FEET, THE CHORD OF SAID CURVE BEARS N 59°31'22" W FOR 203.02 FEET; THENCE N 29°01'22" W FOR 1080.61 FEET, TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND CENTRAL ANGLE OF 44°44'42" FOR 78.09 FEET, THE CHORD OF SAID CURVE BEARS S 66°11'23" E FOR 76.13 FEET; THENCE S 43°49'02" E FOR 737.09 FEET; THENCE S 29°01'21" E FOR 390.00 FEET; THENCE N 67°49'18" E FOR 412.95 FEET; THENCE N 89°58'38" E FOR 600.00 FEET TO A POINT ON THE EAST LINE OF SECTION 29; THENCE N 00°01'22" W FOR 950.00 FEET ALONG THE EAST LINE OF SECTION 29, TO THE POINT OF BEGINNING.

OR BOOK 1132 PAGE 2116

THIS IS NOT A SURVEY

LICENSED SURVEYING AND MAPPING BUSINESS NO. 6705



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203 WEST 3rd STREET  
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**PROPERTY IN FUTURE PHASES  
WHICH MAY BE ADDED  
TO THIS DECLARATION**

PROJECT NO. 98113.01

CADD FILE: 98113SK1

SHEET 2 OF 6



**DESCRIPTION TO ACCOMPANY SKETCH  
BEING A PORTION OF  
SECTIONS 20,21,28 & 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY, FLORIDA**

LESS THE FOLLOWING DESCRIPTIONS AS RECORDED IN OFFICIAL RECORD BOOK 1013, PAGE 2253, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA:

A PORTION OF TRACT "G" AS SHOWN ON THE PLAT OF PORT ST. LUCIE SECTION THIRTY-SEVEN AS RECORDED IN PLAT BOOK IN PLAT BOOK 15 AT PAGE 16 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF SECTION 20, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°02'47"W, ALONG THE EAST LINE OF SAID SECTION 20 FOR 593.74 FEET; THENCE N89°57'37"W FOR 450.00 FEET; THENCE N66°16'22"W FOR 273.82 FEET; THENCE N89°57'37"W FOR 335.00 FEET; THENCE S20 02'28"W FOR 510.00 FEET; THENCE S53 57'45"W FOR 318.53 FEET; TO THE POINT OF BEGINNING (P.O.B.1); THENCE CONTINUE S53°57'45"W FOR A DISTANCE OF 326.32 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A RADIAL BEARING OF S08°10'36"W AND A CENTRAL ANGLE OF 56°44'49"; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 148.56 FEET; THENCE DEPARTING SAID CURVE RUN N40°41'11"E FOR A DISTANCE OF 138.66 FEET; TO A POINT ON A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 378.86 FEET, A RADIAL BEARING OF N50°12'35"W, AND A CENTRAL ANGLE OF 52°39'16"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 348.17 FEET; TO THE POINT OF BEGINNING (P.O.B.1).

ALSO:

A PORTION OF TRACT "G" AS SHOWN ON THE PLAT OF PORT ST. LUCIE SECTION THIRTY-SEVEN AS RECORDED IN PLAT BOOK IN PLAT BOOK 15 AT PAGE 16 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE RUN S00°01'21"E ALONG THE EAST LINE OF SECTION 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; FOR A DISTANCE OF 950.00 FEET; THENCE S89°58'38"W FOR A DISTANCE OF 600.00 FEET; THENCE S67°49'18"W FOR A DISTANCE OF 412.95 FEET; THENCE N29°01'21"W FOR A DISTANCE OF 180.73 FEET; TO THE POINT OF BEGINNING (P.O.B.2); THENCE N89°33'20"W FOR A DISTANCE OF 97.72 FEET; THENCE N29°08'10"W FOR A DISTANCE OF 487.00 FEET; THENCE S43°49'02"E FOR A DISTANCE OF 336.96 FEET; THENCE S29°01'21"E FOR A DISTANCE OF 209.27 FEET; TO THE POINT OF BEGINNING (P.O.B.2).

LESS AND EXCEPT THE FOLLOWING PARCEL KNOWN AS SAWGRASS LAKES PLAT NO. 1, P.U.D., PHASE 1B AS RECORDED IN PLAT BOOK 36, PAGE 26 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF SECTION 20, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 89°57'37" WEST ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 2437.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DARWIN BOULEVARD AS MONUMENTED AND IN USE; THENCE NORTH 25°34'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1725.54 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUE NORTH 25°34'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 923.82 FEET; THENCE NORTH 72°53'13" EAST A DISTANCE OF 320.34 FEET; THENCE SOUTH 25°34'00" EAST A DISTANCE OF 187.59 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 04°05'56", AND WHOSE RADIUS POINT BEARS SOUTH 21°12'42" EAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.88 FEET; THENCE NORTH 72°53'14" EAST A DISTANCE OF 239.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF 110°46'54"; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 473.71 FEET; THENCE NORTH 37°53'41" WEST A DISTANCE OF 68.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF

THIS IS NOT A SURVEY

DR BOOK 1132 PAGE 2117

LICENSED SURVEYING AND MAPPING BUSINESS NO. 6706



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FAX (407)779-2184

**PROPERTY IN FUTURE PHASES  
WHICH MAY BE ADDED  
TO THIS DECLARATION**

PROJECT NO. 96113.01

CADD FILE: 96113SK1

SHEET 3 OF 6

**DESCRIPTION TO ACCOMPANY SKETCH  
BEING A PORTION OF  
SECTIONS 20,21,28 & 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY, FLORIDA**

38°53'22"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 70°52'11"; THENCE RUN NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 247.38 FEET; THENCE RUN SOUTH 85°31'05" WEST A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 210.00 FEET AND A CENTRAL ANGLE OF 36°48'31"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.91 FEET; THENCE NORTH 52°12'30" WEST A DISTANCE OF 82.55 FEET; THENCE SOUTH 77°00'00" WEST A DISTANCE OF 25.77 FEET; THENCE NORTH 13°00'00" WEST A DISTANCE OF 40.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF TULIP BOULEVARD AS SHOWN ON THE FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY-TWO, AS RECORDED IN PLAT BOOK 18, PAGE 18, ST. LUCIE COUNTY PUBLIC RECORDS; THENCE NORTH 77°00'00" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 436.54 FEET; THENCE SOUTH 13°00'00" EAST, DEPARTING SAID FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY-TWO AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 102.02 FEET TO A POINT ON A CURVE AS DESCRIBED IN OFFICIAL RECORD BOOK 754, PAGE 845, PUBLIC RECORDS OF ST. LUCIE COUNTY; SAID CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 20°26'57"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.41 FEET; THENCE SOUTH 33°26'57" EAST A DISTANCE OF 433.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 237.88 FEET AND A CENTRAL ANGLE OF 70°00'17"; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 290.64 FEET; THENCE NORTH 76°32'46" EAST A DISTANCE OF 102.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 80°47'41"; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 105.76 FEET; THENCE SOUTH 22°39'33" EAST A DISTANCE OF 356.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 105°36'36"; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 522.97 FEET; THENCE SOUTH 82°57'03" WEST A DISTANCE OF 851.72 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 08°12'46", AND WHOSE RADIUS POINT BEARS NORTH 20°04'08" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 107°27'30"; THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 93.78 FEET; THENCE SOUTH 29°18'52" EAST A DISTANCE OF 138.53 FEET; THENCE SOUTH 60°41'09" WEST A DISTANCE OF 80.45 FEET; THENCE NORTH 29°18'51" WEST A DISTANCE OF 4.07 FEET; THENCE SOUTH 60°41'09" WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 64°26'00" EAST A DISTANCE OF 49.52 FEET; THENCE SOUTH 19°26'00" WEST A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.242 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING PARCEL CONVEYED TO THE FARASH FLORIDA CORPORATION IN OFFICIAL RECORD BOOK 1089, AT PAGE 1953, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 28 AND SECTION 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING A PORTION OF TRACT "F" AND TRACT "G" OF THE PLAT OF PORT ST. LUCIE, SECTION THIRTY-SEVEN AS RECORDED IN PLAT BOOK 15, PAGE 16 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "G" OF SAID PLAT OF PORT ST. LUCIE, SECTION THIRTY-SEVEN (ALSO BEING THE SOUTHWEST CORNER OF TRACT "F" OF SAID PLAT OF PORT ST. LUCIE, SECTION THIRTY-SEVEN), SAID CORNER ALSO LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WITH A RADIAL BEARING OF S03°04'57"W AND HAVING A RADIUS OF 1,350.00 FEET AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PAAR DRIVE AS SHOWN ON SAID PLAT OF PORT ST. LUCIE, SECTION THIRTY-SEVEN AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°54'06" FOR A DISTANCE OF 115.49 FEET TO THE

THIS IS NOT A SURVEY

OR BOOK 1132 PAGE 2118

LICENSED SURVEYING AND MAPPING BUSINESS NO. 8705

**CREECH**  
ENGINEERS INC.  
CIVILIZATION ENGINEERED

600 S. PARROTT AVE.  
OKECHOBEE, FLORIDA 33472  
PHONE (811)783-5050  
FAX (814)783-0810

203 WEST 3rd STREET  
STUART, FLORIDA 34994  
PHONE (561)283-1413  
FAX (518)220-7881

P.O. BOX 410606  
MELBOURNE, FLORIDA 32941  
PHONE (407)778-3723  
FAX (407)778-2184

**PROPERTY IN FUTURE PHASES  
WHICH MAY BE ADDED  
TO THIS DECLARATION**

PROJECT NO. 98113.01

CADD FILE: 98113SK1

SHEET 4 OF 6

**DESCRIPTION TO ACCOMPANY SKETCH  
BEING A PORTION OF  
SECTIONS 20,21,28 & 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY, FLORIDA**

POINT OF TANGENCY OF SAID CURVE; THENCE N82°00'57"W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF PAAR DRIVE A DISTANCE OF 177.90 FEET; THENCE N07°59'03"E DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF PAAR DRIVE A DISTANCE OF 41.01 FEET TO A POINT LYING ON THE BOUNDARY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 754, PAGES 845 THROUGH 849 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S82°00'01"E ALONG SAID BOUNDARY LINE A DISTANCE OF 59.22 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE RUN NORTHEASTERLY CONTINUING ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°21'18" FOR A DISTANCE OF 74.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N12°38'41"E CONTINUING ALONG SAID BOUNDARY LINE A DISTANCE OF 914.21 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET; THENCE RUN NORTHEASTERLY CONTINUING ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°12'10" FOR A DISTANCE OF 579.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N45°50'51"E CONTINUING ALONG SAID BOUNDARY LINE A DISTANCE OF 194.11 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 915.91 FEET; THENCE RUN EASTERLY CONTINUING ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°51'43" FOR A DISTANCE OF 477.36 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 281.26 FEET; THENCE RUN SOUTHEASTERLY CONTINUING ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°41'52" FOR A DISTANCE OF 401.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET; THENCE RUN SOUTHEASTERLY CONTINUING ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°26'43" FOR A DISTANCE OF 139.94 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY CONTINUING ALONG SAID BOUNDARY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°34'23" FOR A DISTANCE OF 50.27 FEET; THENCE S10°23'20"W DEPARTING SAID BOUNDARY LINE OF THOSE LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 754, PAGES 845 THROUGH 849 AND THE ARC OF SAID CURVE ON A RADIAL LINE TO SAID CURVE FOR A DISTANCE OF 179.38 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WITH A RADIAL BEARING OF N56°45'15"E AND HAVING A RADIUS OF 350.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°14'24" FOR A DISTANCE OF 416.85 FEET TO THE POINT OF TANGENCY; THENCE S55°00'21"E DEPARTING SAID CURVE ALONG A RADIAL LINE TO SAID CURVE FOR A DISTANCE OF 140.00 FEET; THENCE N34°59'39"E A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,130.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°42'33" FOR A DISTANCE OF 1,078.99 FEET TO A POINT LYING ON THE BOUNDARY LINE OF THOSE LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 754, PAGES 845 THROUGH 849; THENCE N69°56'51"E ALONG SAID BOUNDARY LINE A DISTANCE OF 20.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PAAR DRIVE AND A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WITH A RADIAL BEARING OF N70°16'45"E AND HAVING A RADIUS OF 1,150.00 FEET; THENCE RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE OF PAAR DRIVE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°42'54" FOR A DISTANCE OF 1,098.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S34°59'39"W CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF PAAR DRIVE A DISTANCE OF 467.61 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,350.00 FEET; THENCE RUN SOUTHWESTERLY CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF PAAR DRIVE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°05'18" FOR A DISTANCE OF 1,368.67 FEET RETURNING TO THE POINT OF BEGINNING OF SAID PARCEL, CONTAINING 45.791 ACRES MORE OR LESS.  
97-121.00(01)

OR BOOK 1132 PAGE 2119

THIS IS NOT A SURVEY

LICENSED SURVEYING AND MAPPING BUSINESS NO. 8705



600 S. PARROTT AVE.  
OKEECHOBEE, FLORIDA 33472  
PHONE (841)783-5050  
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203 WEST 3rd STREET  
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P.O. BOX 410008  
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PHONE (407)778-3723  
FAX (407)778-2184

**PROPERTY IN FUTURE PHASES  
WHICH MAY BE ADDED  
TO THIS DECLARATION**

PROJECT NO. 98113.01

CADD FILE: 98113SK1

SHEET 5 OF 6

**SKETCH TO ACCOMPANY DESCRIPTIONS  
BEING A PORTION OF  
SECTIONS 20,21,28 & 29, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY, FLORIDA**

GRAPHIC SCALE



( IN FEET )  
1 inch = 800 ft.

OR BOOK 1132 PAGE 2120

SOUTHERLY RIGHT-OF-WAY  
LINE OF TULIP BOULEVARD

FIRST REPLAT IN  
PORT ST. LUCIE SECTION FORTY TWO  
PLAT BOOK 18, PAGE 18  
ST. LUCIE COUNTY, FLORIDA

SOUTHWEST  
RIGHT-OF-WAY  
LINE OF PARR DRIVE

NORTHEAST  
RIGHT-OF-WAY LINE  
OF DARWIN BOULEVARD

**TULIP BOULEVARD**

NOT  
PLATTED

(NOT INCLUDED)  
SAWGRASS LAKES  
PLAT NO. 1  
PHASE 1B  
PLAT BOOK 38,  
PAGE 28

PORT ST. LUCIE  
SECTION THIRTY SEVEN  
PLAT BOOK 15, PAGE 16

NOT  
PLATTED

NOT  
PLATTED

**PARR DRIVE**

PORT ST. LUCIE  
SECTION TWENTY TWO  
PLAT BOOK 13, PAGE 28

**DARWIN BOULEVARD**

SOUTH LINE OF  
SECTION 20  
TRACT "C"

TRACT "D"  
SECTION 21 AND  
TRACT "D"  
SECTION 28  
TRACT "D"  
PORT ST. LUCIE  
SECTION THIRTY SEVEN  
(PLAT BOOK 15, PAGE 16)

(NOT INCLUDED)  
UTILITY SITE  
O.R.B. 1013  
PAGE 2253  
O.R.B. 922  
PAGE 1187  
REVISED IN  
O.R. BOOK 1012,  
PAGE 2228  
(2252 & 2253)

SOUTHEAST CORNER  
SECTION 20,  
TOWNSHIP 37 SOUTH  
RANGE 40 EAST

P.O.B. -  
PARCEL "B"

P.O.C. -  
SAWGRASS LAKES  
PLAT NO. 1, P.U.D.,  
PHASE 1B

O.R.B. 1013, PAGE 2253

TRACT "G"  
PORT ST. LUCIE  
SECTION THIRTY SEVEN  
(PLAT BOOK 15, PAGE 16)

P.O.B. -  
FARASH FLORIDA  
CORPORATION  
O.R.B. 1089, PAGE 1953

PORT ST. LUCIE  
SECTION THIRTY SEVEN  
PLAT BOOK 15, PAGE 16

TRACT "E"  
PORT ST. LUCIE  
SECTION THIRTY SEVEN  
(PLAT BOOK 15, PAGE 16)

(NOT INCLUDED)  
FARASH FLORIDA  
CORPORATION  
O.R.B. 1089, PAGE 1953

SOUTHEAST CORNER OF TRACT "G"  
PORT ST. LUCIE SECTION THIRTY SEVEN  
PLAT BOOK 15, PAGE 16

P.O.B. - FARASH FLORIDA CORPORATION

**LEGEND**

- O.R.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

**THIS IS NOT A SURVEY**

NOTE: SEE SHEETS 1,2,3,4, AND 5 OF 6 FOR DESCRIPTION,  
SURVEYOR'S NOTES AND CERTIFICATION

LICENSED SURVEYING AND MAPPING BUSINESS NO. 8705

**ENGINEERS INC.**  
CIVILIZATION ENGINEERS

600 S. PARROTT AVE.  
ORTEGOHOLE, FLORIDA 33472  
PHONE (847)783-5080  
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P.O. BOX 410808  
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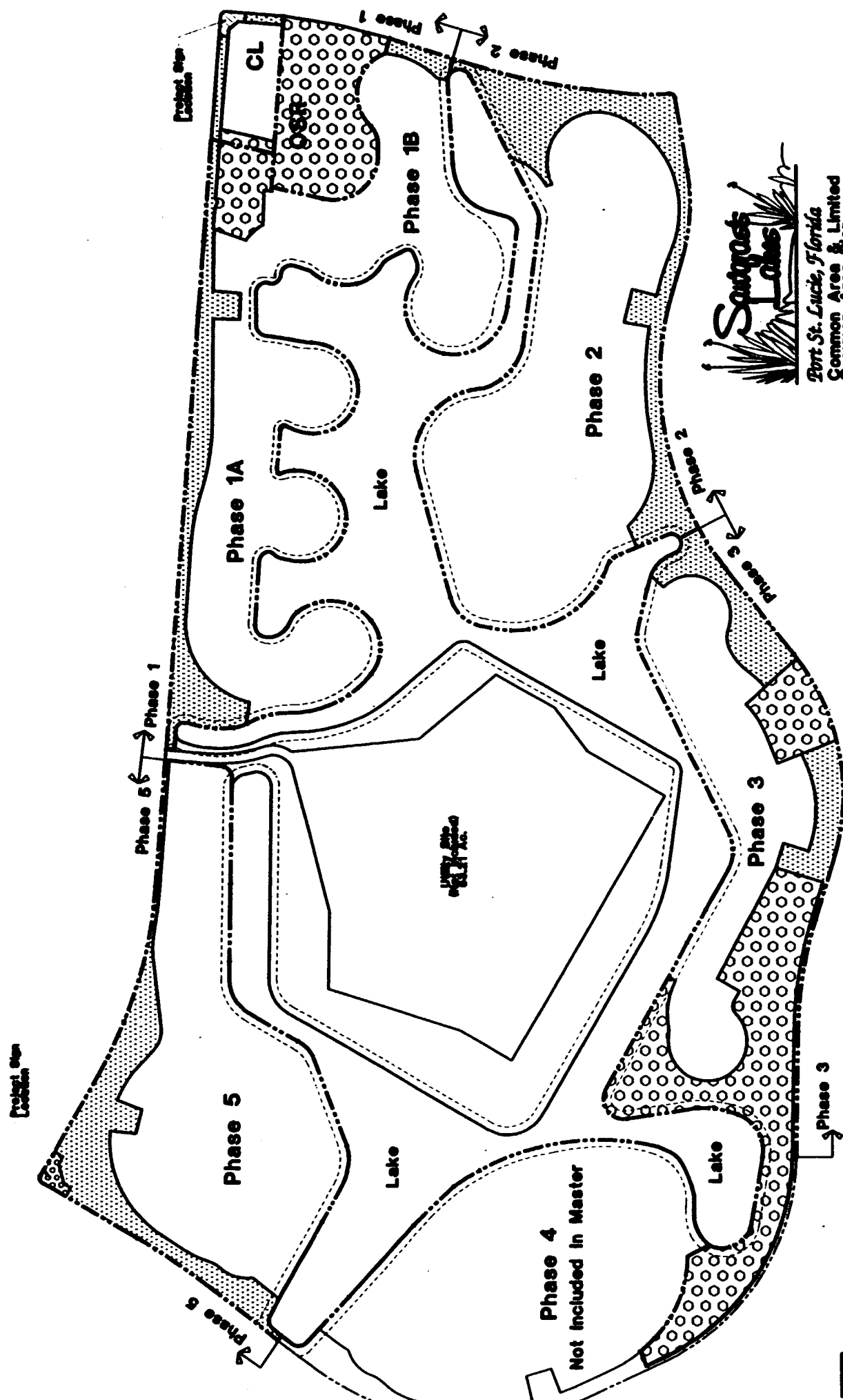
**PROPERTY IN FUTURE PHASES  
WHICH MAY BE ADDED  
TO THIS DECLARATION**

PROJECT NO. 98113.01

SCALE: 1" = 800'

CADD FILE: 98113SK1

SHEET 6 OF 6



**Squigoch Lakes**  
 Port St. Lucie, Florida  
 Common Area & Limited  
 Common Area Plan  
 Date: 8-4-87  
 Revision: 1.0-00

Common Area  
 Limited Common Area

EXHIBIT "B"

OR BOOK 1132 PAGE 2122

THIS INSTRUMENT PREPARED BY:  
LEVINE, FRANK, EDGAR & TELEPMAN, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gardens, Florida 33410  
(561) 626-4700

FILED  
98 FEB 12 AM 8:38  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**

**OF**

**SAWGRASS LAKES MASTER ASSOCIATION, INC.**  
**(A Corporation Not-For-Profit Under the Laws of the State of Florida)**

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of SAWGRASS LAKES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, which was originally incorporated under the same name on January 20, 1998, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes, and there is no discrepancy with the Articles other than the inclusion of amendments adopted pursuant to Section 617.1007(4) and the omission of matters of historical interest. The Articles of Incorporation of SAWGRASS LAKES MASTER ASSOCIATION, INC., shall henceforth be as follows:

**ARTICLE I**

**NAME AND ADDRESS**

The name of the corporation is SAWGRASS LAKES MASTER ASSOCIATION, INC., and its street and mailing address are c/o Steven L. Perry, 1 S.W. Osceola Street, Suite 2, Post Office Box 1469, Stuart, Florida 34995.

**ARTICLE II**

**DEFINITIONS**

For convenience, the corporation shall be referred to in this instrument as the "Association"; the Declaration of Covenants and Restrictions for SAWGRASS LAKES P.U.D., as the "Declaration"; these Amended and Restated Articles of Incorporation as the "Articles"; and the By-Laws of the Association as the "By-Laws". All other definitions contained in the Declaration are incorporated herein by reference.

C-1

EXHIBIT "C"

ARTICLE III

PURPOSE, POWERS AND DUTIES

**Section 3.1 Purpose.** The purpose for which the Association is organized is to provide an entity for the operation of the Properties (as defined in the Declaration) located in St. Lucie County, Florida. the Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director, or officer.

**Section 3.2 Powers and Duties; General.** For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by the Declaration, the By-Laws or the corporate statute. The powers of the Association shall also be as set forth in the Declaration and By-Laws.

**Section 3.3 Powers: Specific**

The powers of the Association shall include but not be limited to the following:

- A. To make and collect annual and special assessments to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties; and to levy and collect Charges.
- B. To protect, maintain, repair, replace and operate the Properties pursuant to the Governing Documents.
- C. To purchase insurance upon the Properties for the protection of the Association and its members, as required by law.
- D. To make improvements of the Properties.
- E. To reconstruct improvements after casualty.
- F. To make, amend, and enforce reasonable rules and regulations governing the use of the Properties, the operation of the Association, and including the frequency, time, location, notice and manner of the inspection and copying of official records.
- G. To contract for the management and maintenance of the Properties and Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

- H. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties and the Association.
- I. To purchase a Lot, but only at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount of the judgment plus interest and publication costs.

**ARTICLE IV**

**MEMBERSHIP AND VOTING IN THE ASSOCIATION**

The Members and Voting Members of the Association shall be as provided in Section 1.21 of the Declaration. The Voting Members shall be entitled to that vote referred to in Section 2.4 of the By-Laws.

**ARTICLE V**

**DIRECTORS**

Section 5.1 General. The method of election of Directors shall be as set forth in the By-Laws. Other provisions regarding Directors, including their qualifications, meetings, removal and resignation, are as contained in the By-Laws.

Section 5.2 First Board of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Mark Soverel	1 SW Osceola Street, Suite 2 P.O. Box 1469 Stuart, Florida 34995
Lee Kimmel	3680 Sugarhill Road Jensen Beach, Florida 34957
Steven L. Perry	1 SW Osceola Street, Suite 2 P.O. Box 1469 Stuart, Florida 34994

DR BOOK 1132 PAGE 2124



**ARTICLE VI**

**OFFICERS**

**Section 6.1 General.** The affairs of the Association shall, to the extent delegated by the Board of Directors, be administered by the officers holding the offices designated in the By-Laws. Other provisions regarding officers, including their appointment, removal and resignation, are as provided in the By-Laws.

**Section 6.2 First Officers.** The names and addresses of the first officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Mark Soverel	1 SW Osceola Street, Suite 2 P.O. Box 1469 Stuart, Florida 34995
Vice President	Mark Soverel	1 SW Osceola Street, Suite 2 P.O. Box 1469 Stuart, Florida 34995
Secretary/Treasurer	Mark Soverel	1 SW Osceola Street, Suite 2 P.O. Box 1469 Stuart, Florida 34995

**ARTICLE VII**

**BY-LAWS**

The initial By-Laws of the Association have been adopted by the Board of Directors, and may be altered, amended or rescinded by the vote of both the Board of Directors and Voting Members of the Association in the manner provided in the By-Laws; with the vote of the Board alone permitted only if and as permitted in the By-Laws.

**ARTICLE VIII**

**AMENDMENTS TO THE ARTICLES OF INCORPORATION**

Amendments to these Articles shall be proposed and adopted in the following manner:

**Section 8.1 Proposal.** Amendments to these Articles may be proposed by the Board of Directors or by written petition signed by 25% of the voting interests of the Voting Members.

**Section 8.2 Procedure; Notice and Format.** Upon any amendment or amendments to these Articles being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Voting Members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An amendment may be considered at the annual or a special Voting Members' meeting. The full text of any amendment to the Articles shall be included in the notice of the Voting Members' meeting of which a proposed amendment is considered by the Voting Members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision \_\_\_ for present text."

**Section 8.3 Vote Required.** Except as otherwise provided by Florida law, or by special provisions in the Governing Documents, these Articles may be amended by concurrence of a majority of the entire Board of Directors and a majority of the voting interests of the Voting Members of the Association. If the amendments were proposed by a written petition signed by the Voting Members pursuant to Section 8.1 above, the concurrence of the Board of Directors shall not be required.

**Section 8.4 Certificate; Recording and Effective Date.** A copy of each Amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of the County. The Amendment shall be effective when the Certificate and copy of the Amendment, and any joinders and consents required, are recorded in the Public Records of the County. The certificate must identify the Book and Page of the Public Records where the Articles are recorded.

**Section 8.5 Provisos.** Notwithstanding any provision in these Articles to the contrary, the following shall apply:

- A. So long as the Developer controls the Board of Directors as provided for in the By-Laws, these Articles may be amended by the vote of the Developer alone; and after such control is relinquished, so long as the Developer owns any Lot in the Community, no amendment may be made without the written consent and joinder of the Developer.
- B. No amendment shall operate to unlawfully discriminate against any Lot or class or group of Lots.
- C. No amendment shall diminish or impair any of the rights, privileges, powers and/or options provided in these Articles in favor of or reserved to record owners of any institutional mortgages unless the Institutional Mortgagee shall join in the execution of the amendment.

- D. An amendment to these Articles that adds, changes or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- E. Article X of these Articles may be amended by the vote of a majority of the entire membership of the Board of Directors, without the need for membership approval, if a statement of change of registered agent and/or office is filed with the Secretary of State.

ARTICLE IX

TERM

The term of the Association shall be perpetual.

ARTICLE X

REGISTERED AGENT AND REGISTERED OFFICE

The initial Registered Office of the Association shall be S.W. Osceola Street, Suite 2, Stuart, Florida 34994, with the privilege of having its office and branch office at other places within or without the State of Florida. The initial Registered Agent at that address shall be Steven L. Perry.

The undersigned as Owner of all Lots and as all members within the Properties and as having control of the Association, hereby approves of the Amended and Restated Articles of Incorporation stated above. The number of votes cast by the members entitled to vote were sufficient for approval and same was adopted on the date of signing this instrument.

IN WITNESS WHEREOF I have set my hand and seal this 11 day of Feb, 1998.

DATED: 2-11, 1998

SAWGRASS LAKES, INC.,  
a Florida corporation

By: [Signature]

[Signature]

Witness

[Signature]

Witness

STATE OF FLORIDA

COUNTY OF ST. LUCIE PB County

I HEREBY CERTIFY that on this 11th day of February, 1998, before me personally appeared MARK SOVEREL, President of SAWGRASS LAKES, INC. a Florida not-for-profit Corporation, who is personally known to me or who has produced \_\_\_\_\_ (if left blank, personal knowledge existed) as identification and who did take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Palm Beach, in the County of St. Lucie, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:

Karen Karzewski  
Sign

Karen Karzewski  
Print

State of Florida at Large (Seal)  
My Commission Expires:



KAREN KARZEWSKI  
My Comm Exp. 1/21/2001  
Bonded By Service Ins  
No. CC614705  
 Personally Known  Other LD.

~~NOTARY PUBLIC:~~

~~Sign \_\_\_\_\_~~

~~Print \_\_\_\_\_~~

~~State of Florida~~

~~My commission expires:~~

**JOINDER AND CONSENT BY  
SAWGRASS LAKES MASTER ASSOCIATION, INC.**

The Sawgrass Lakes Master Association, Inc., consents to the Amended and Restated Articles of Incorporation adopted by the Developer.

Witnesses:

Sign: Jay Steven Levine

Print: JAY STEVEN LEVINE

Sign: Elissa Field Thompson

Print: ELISSA FIELD THOMPSON

SAWGRASS LAKES MASTER ASSOCIATION, INC.

By: Sign Mark Souce

Print MARK SOUCEL

Current Address: 1 SW OSCEOLA ST., STE. 2  
P.O. Box 1418, Edgewater, FL 33195

STATE OF FLORIDA

COUNTY OF ~~ST. LUCIE~~ Palm Beach

I HEREBY CERTIFY that on this 11 day of February, 1998, before me personally appeared Mark Souce, President of SAWGRASS LAKES MASTER ASSOCIATION, INC. a Florida not-for-profit Corporation, who is personally known to me or who has produced \_\_\_\_\_ (if left blank, personal knowledge existed) as identification and who did take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at PB County, in the County of ~~St. Lucie~~, State of Florida, the day and year last aforesaid.

PB County

NOTARY PUBLIC:

Karen Karczewski  
Sign

Karen Karczewski  
Print

State of Florida at Large (Seal)

My Commission Expires:



OR BOOK 1132 PAGE 2130

EXHIBIT "D"

**BY-LAWS**

**OF**

**SAWGRASS LAKES MASTER ASSOCIATION, INC.**

(A Corporation not-for-profit under the laws of the State of Florida)

Section 1. **GENERAL.** These are the By-Laws of SAWGRASS LAKES MASTER ASSOCIATION, INC., hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 **Definitions.** The definitions set forth in the Declaration of Covenants and Restrictions of SAWGRASS LAKES, P.U.D., and in the Amended and Restated Articles of Incorporation shall apply to terms used in these By-Laws.

Section 2. **MEMBERSHIP AND VOTING RIGHTS.**

2.1 **Qualifications.** The members of the Association shall be as defined in Section 1.21 of the Declaration, which is incorporated into this Section by reference.

2.2 **Change in Membership.** A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 **Termination of Membership.** The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Community during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership

and membership and the covenants and obligations incident to same.

**2.4 Voting Interests; Votes.** Each Voting Member of the Association shall have a righted vote, equal to the percentage of sharing expenses for the Phase as set forth in Exhibit "E". Votes may be cast in person or by proxy. There may be places in these By-Laws where it is provided that the Voting Members in fewer than all Phases are entitled to vote on a matter, in which case, all reference to voting and quorum shall mean only the Voting Members in the particular Phase(s). The individual Owners do not have voting or approval rights unless specifically provided otherwise in the Governing Documents.

**2.5 Approval or Disapproval of Matters.** Whenever the decision or approval of a Voting Member is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote if in an Association meeting, unless the joinder of record owners is specifically required.

**Section 3. VOTING MEMBERS MEETINGS.**

**3.1 Annual Meeting.** The annual meeting shall be held in the County each year between January at a day, place and time designated by the Board of Directors.

**3.2 Election Meeting.** The election meeting shall be held in the County each year as part of the annual meeting, for the purpose of electing Directors.

**3.3 Special Meeting.** Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by at least one third (1/3) of the voting interests of the Voting Members. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

**3.4 Court-Ordered Meeting.** The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any Voting Member of the Association entitled to vote in an annual meeting if an annual meeting has not been held

within any 13-month period; or

- B. On application of a Voting Member who signed a demand for a special meeting valid under Section 3.3 above, if:
1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
  2. The special meeting was not held in accordance with the notice.

The court may fix the time and place of the meeting, determine the Voting Members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

**3.5 Notice of Voting Members' Meetings.** Notice of all annual and special Voting Members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail to each Voting Member at his address as it appears on the books of the Association. Notice of an annual or special Voting Members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting, and must also state the intended agenda for the meeting.

**3.6 Waiver of Notice.**

- A. A Voting Member may waive any notice of a meeting of the Voting Members before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Voting Member entitled to the notice, and be delivered to the Association for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the members need be specified in any written waiver of notice.



- B. A Voting Member's attendance at a meeting, either in person or by proxy:**
- 1. Waives objection to lack of notice or defective notice of the meeting, unless the Voting Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or**
  - 2. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Voting Member objects to considering the matter when it is presented.**

**3.7 Voting Members' List for Meeting.**

- A. After the mailing of notice of any meeting, the Association shall prepare an alphabetical list of the names and addresses of all its Voting Members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.**
- B. The Voting Members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A Voting Member or his agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection.**
- C. The Association shall make the Voting Members' list available at the meeting, and any Voting Member or his agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.**
- D. The Voting Members' list is prima facie evidence of the identity of members entitled to examine the Members' list or to vote at meeting**

of members.

- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a Voting Member or his agent or attorney to inspect the Voting Members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any Voting Member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the Voting Member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

**3.8 Proxies.** A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Lot, and must be delivered to the secretary at or before the adjournment of the particular meeting. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form are all valid. Holders of proxies need not be Voting Members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these By-Laws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the Voting Member appointing the proxy.

**3.9 Association's Acceptance of Votes.**

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a Voting Member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Voting Member.**
  
- B. If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its Voting Member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Voting Member if:**

  - 1. The Voting Member is an entity and the name signed purports to be that of an officer or agent of the entity;**
  
  - 2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the Voting Member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;**
  
  - 3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the Voting Member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;**
  
  - 4. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the Voting Member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the Voting Member has been presented with respect to the vote, consent, waiver, or proxy appointment; or**

5. Two or more persons are the Voting Member as cotenants or fiduciaries and the name signed purports to be the name of at least one of the Voting Members and the person signing appears to be acting on behalf of all the Voting Members.
- C. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- D. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the Voting Member for the consequences of the acceptance or rejection.
- E. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

**3.10 Vote Required, Membership Participation.** If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Governing Documents or applicable law require a greater number of affirmative votes. Any Voting Member may speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Voting Members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that two-thirds of the voting interests at the meeting determine so. A Voting Member shall have the right to tape record or videotape a Voting Members' meeting, subject to any applicable written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Voting Member may videotape or tape record at any Voting Members' meeting unless the Voting Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

**3.11 Quorum.** The quorum for the annual (including election) and special Voting Members' meetings shall be 30% of the voting interests of the entire Voting Members of the Association. After a quorum has been established at a Voting Members' meeting, the subsequent withdrawal of Voting Members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.

**3.12 Adjournment of the Meeting.** Any duly called meeting of the Voting Members may be adjourned to a later date by the vote required under Section 3.10 of these By-Laws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

**3.13 Order of Business.** The order of business at members meetings shall be substantially as follows:

- A. Call to order by the president (or other officer in the absence of the president)
- B. Appointment of a chairperson, only if the president is absent; otherwise, the president chairs the meeting
- C. Appointment of a parliamentarian
- D. Call of the roll or certification of quorum
- E. Proof of notice of meeting or waiver of notice
- F. Minutes of last members meeting - read or waive reading
- G. Reports of officers
- H. Reports of Committees
- I. Election of Directors (where appropriate)
- J. Unfinished business

K. New business

L. Adjournment

**3.14 Minutes of Meetings.** The minutes of all meetings of the Voting Members shall be kept in a book available for inspection by Voting Members and/or their authorized representatives at any reasonable time. Voting Member(s) of the Association and their authorized representatives shall have the right to make handwritten notations from the minutes, and to receive photocopies of the Minutes at the cost of the Voting Member(s) concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

**Section 4. BOARD OF DIRECTORS; COMMITTEES.**

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board, subject to approval or consent of the Voting Members or Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner and a Voting member does not have the authority to act for the Association by reason of being a Voting Member.

**4.1 Number and Term of Service.** The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer, and thereafter by a Board consisting of that number of persons, but never less than three (3) as is provided in Section 4.2 below.

**4.2 Nominations and Elections.** Beginning with the meeting of the Voting Members called pursuant to Section 4.16 below, the following provisions shall apply: At each annual meeting, the board of directors of each Subassociation shall appoint one (1) person to represent the Subassociation on the Board of Directors of the Association. Such person shall be a director of his/her respective Subassociation. In the event that there is not a Subassociation for a particular Phase, then the record owner which may own all Lots in a Phase (and once such record owner conveys title to any Lot, then that record owner's designee) shall appoint one person to represent the Phase on the Board

of Directors of the Association. There shall be no voting for Directors by the Voting Members, except as otherwise provided in Section 4.5.B below.

**4.3 Resignation of Directors.** A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

- A. Notwithstanding the foregoing to the contrary, when a Director ceases to be a director of his or her respective Subassociation, then such Director shall be deemed to have automatically resigned.

**4.4 Removal of Directors (Recall).** Any or all Directors may be removed with or without cause by a majority of the voting interests of the Voting Members of the Association either by a written agreement or at any meeting called for that purpose.

- A. **By Written Agreement.** If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled.
- B. **By Special Meeting.** A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests in the particular Phase or shall be called if demand is made pursuant to Section 3.3 of these By-Laws. The notice of the meeting must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interests of the Voting Members, stating that the purpose of the signatures is for recall. The notice of meeting shall specify a person, other than a Board member, subject to that recall, who shall call the meeting to order and determine whether a quorum is present. The failure of the notice to so designate a person shall not invalidate an otherwise valid notice. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given. The first order of business, upon the determination that a quorum exists, shall be the election of a

presiding officer for that meeting who shall be a person other than a Director subject to that recall. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. The foregoing procedure shall apply notwithstanding any other provision in these By-Laws to the contrary.

- C. Proviso. Notwithstanding the foregoing to the contrary, all vacancies in Directorships during Developer control of the Board of Directors of the Association shall be filled by the Developer. Notwithstanding any provision to the contrary in these By-Laws, until the date on which the Developer relinquishes control of the Board of Directors of the Association as provided in Section 4.16 below, neither the Directors of the Association named in the Articles of Incorporation, nor any Directors named by the Developer to replace them, shall be subject to removal by Voting Members other than the Developer. Such Directors may be removed and replaced by the Developer without the necessity of any meeting of the Board or of the Association.

4.5 Vacancy on the Board.

- A. A Vacancy Other Than in Connection with Recall by Special Meeting.

If the office of any Director becomes vacant for any reason, other than recall by special meeting referred to in Section 4.4.B above, a majority of the remaining Directors, through less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs. Notwithstanding the foregoing to the contrary:

1. Any vacancies due to the resignation or death of a Developer appointed Director shall be filled by the Developer; any vacancies so filled by the Developer may be so done without the necessity of any Board meeting or reference in the



minutes of a Board meeting.

2. **As to non-Developer appointed/elected directors:** A candidate for each vacancy shall be presented by the board of directors of the Subassociation which initially elected or recommended the vacating Director, which recommendation the Board of Directors must accept as the person to fill the vacancy. As to a Phase which does not have a Subassociation, then the record owner of all Lots in a Phase (and once such record owner conveys title to any Lot, then that record owner's designee) shall recommend a replacement director for a vacating Director initially elected or recommended by same, which recommendation the Board of Directors must accept as the person to fill the vacancy.

**B. Vacancy in Connection with Recall by Special Meeting.**

If a vacancy occurs on the Board as a result of recall at a meeting as provided for in Section 4.4.B above, the vacancy shall be filled by at that same meeting, by the Voting Members. The Voting Members shall approve any recommendations for a replacement Director from the board of directors of a Subassociation, and in the event that a Phase does not have a Subassociation, then the record owner of all Lots in a Phase (and once such record owner conveys title to any Lot, then that record owner's designee). Any Directors recalled shall not be eligible for re-election until the next annual meeting of the Voting Members.

**4.6 Meetings of the Board of Directors.**

- A. **Organizational Meeting.** The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected.
- B. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to

time, by a majority of the Directors.

- C. Special Meetings. Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- D. Adjourned Meetings. Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- E. Telephone Conference. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone conference. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda.

- A. Notice to Directors. Notice of the time and place of meetings shall be given to each Directors, personally or by mail, telephone or telegraph, and shall be transmitted three (3) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting which is held on the same date of each month. Notice of all meetings shall state the agenda for the meeting, including any details of any (annual or special) assessment which will be discussed, considered or approved.
- B. Waiver of Notice by Directors. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the

time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

- C. Notice to Owners. Notices of all Board meetings must be posted in a conspicuous place in the Common Area at least forty-eight (48) hours in advance of the meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Common Area, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that an assessment will be considered and the nature of the assessment.
  
- D. Agenda. The notice of any Board meeting may but shall not be required to identify agenda items, except that when an annual assessment shall be considered, the notice must state that the annual assessment will be considered.

#### 4.8 Quorum and Voting.

- A. Quorum. A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors.
  
- B. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statute. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the corporate statute as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

C. Presumption of Assent. A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted in favor of any action taken, unless:

1. He objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting specified business at the meeting; or
2. He votes against or abstains from the action taken due to a conflict of interest. An abstention for any other reason shall be considered an affirmative vote.

4.9 Voting Members Rights at Board Meetings. Meetings of the Board of Directors shall be open to all Voting Members to attend and observe. Any Voting Member may tape record or videotape meetings of the Board of Directors, subject to any applicable and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Voting Member may videotape or tape record at any Board meeting unless he or she provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. The president of the Association, or in his absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

**4.12 Joinder in Meeting by Approval of Minutes.** A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

**4.13 Minutes of Meeting.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Voting Members of the Association and/or their authorized representative(s) at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the Voting Member concerned. The Board of Directors shall establish such cost, not to exceed the limitations imposed by law from time to time. Minutes shall be retained for a period of not less than seven (7) years after the date of the meeting.

**4.14 Failure to Elect Director Quorum.** If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Member or Voting Member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the Member or Voting Member shall mail to the Association and post conspicuously on the Common Area, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member or Voting Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

**4.15 Committees.**

- A. **Standing and Special Committees.** The Board of Directors, by resolution, may appoint committees to assist in the conduct of the affairs of the Association.
- B. **Executive Committee.** The Board of Directors, by resolution, may appoint an executive committee to consist of two or more members of the Board. The executive committee shall have and may exercise

all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to:

1. determine the common expenses required for the operation of the Association and the Common Area;
2. determine the assessments payable to the Owners to meet the common expenses of the Association and the Common Area;
3. adopt or amend Rules and Regulations;
4. purchase or lease real property in the name of the Association;
5. approve or recommend to Owners any actions or proposals required by law or by the Governing Documents to be approved by the Owners; and
6. fill vacancies on the Board of Directors or the Executive Committee. Vacancies on the Executive Committee shall be filled only by resolution of a majority of the entire Board of Directors; and
7. those matters as prohibited by law, from time to time.

**4.16 Developer Control of the Board of Directors; Transfer of Board and Association Control From The Developer.**

- A. The Developer shall control the Board of Directors until the happening of the event(s) described in Section 4.16.B below.
- B. The control of the Board of Directors shall be relinquished by the Developer and assumed by the Voting Members and Members other than the Developer by the call of a special (or annual) meeting of the

Voting Members to be held three (3) months after the earlier of (1) 75% of all Lots in the Community having been sold and closed by the Developer or (2) five (5) years from the date of recording of this Declaration. Notwithstanding the foregoing, the Developer shall be entitled to relinquish control of the Board of Directors of the Association at such time prior to such date as the Developer may determine in its sole discretion; such control shall be relinquished by the calling and holding of a special (or annual) meeting of the Voting Members of the Association.

- C. Upon the holding of the special (or annual) meeting described in Section 4.16.B above, it shall be the affirmative obligation of the board of directors of each Subassociation (and in the event that there is not a Subassociation for a particular Phase, then the record owner which may own all Lots in a Phase (and once such record owner conveys title to any Lot, then that record owner's designee)) to elect a majority of the Directors and for the same to thereby assume control of the Board of Directors of the Association. Neither the Developer nor its appointees shall be liable in any manner in connection with any Board and/or officer resignations effected on the date of the meeting so called, in the event of the failure or refusal of the foregoing other than the Developer to assume control of the Board of Directors. When the Developer has relinquished control of the Board of Directors of the Association, but so long as the Developer is legal owner of at least 5% of the Lots, the Developer shall automatically be entitled to appoint one (1) Director to the Board of Directors, without approval from the Voting Members or anyone else.

Section 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, and a vice-president, who shall be Directors, and a treasurer and a secretary, who need not be Directors, all of whom shall be elected annually by a majority vote of the entire Board. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by vote of a majority of the entire Board at any Board meeting. An officer may resign at any time by delivering notice to the Association. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Voting Members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The vice-presidents, in the order of their seniority shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe. "Absence" or "disability" shall be viewed on a case by case, duty by duty basis, and as used herein, shall mean incapability of the president to effect a particular duty under question, incident to the office of the president.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the Voting Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees and executive committee when required. He shall maintain an accurate and up-to-date roster of Owners, Voting Members and their addresses. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by the assistant secretary, if one has been designated.



5.5. Treasurer. The treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an assistant treasurer, if any has been designated.

5.6 Special Duty. The Board shall from time to time delegate to one of its officers, the responsibility for preparing minutes of Directors' and Voting Members' meetings and for authenticating records of the Association. Should or to the extent that the Board shall fail to delegate same, the responsibility shall lie with the secretary.

Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor committee or ARB members shall receive compensation for their services as Directors, officer or committee member (as applicable). Nothing herein shall preclude the Board of Directors from employing a Director, officer, committee or ARB member for the management of the Community, or for any other service to be supplied by such Director, officer, or committee or ARB member. Directors, officers, committee and ARB members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

Section 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 5 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget. The Board of Directors shall at a meeting to be held no later than December 15th preceding the budget year called for such purpose adopt an annual budget for common expenses for each budget year, which shall run from January 1 through December 31 of the year, unless the Board votes otherwise. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to each Subassociation (and in the event that there is not a Subassociation for a Phase, then to all Owners in the Phase) not less than fourteen (14)

days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, and shall set out separately all fees or charges for recreational amenities, regardless of who owns same. The proposed budget shall also separately detail any Limited Common Area expense, detailing which Phase shall be liable for same. Reserves for deferred maintenance and capital expenditures may, but shall not be required to, be included in the annual budget; the failure of the Association to include reserves shall not give any Owner or person any action against the Association or Developer for same.

**7.2 Annual Assessments.** Annual assessments based on the adopted budget shall be paid in equal quarterly installments, in advance, due on the first days of January, April, July and October of every year, unless otherwise specified by the Board of Directors. Written notice of the annual assessment shall be provided to each Subassociation or if there is no Subassociation for a Phase then all Owners in the Phase no later than December 25th prior to the budget year; no other notices need be sent by the Association. It is up to each Subassociation to collect and remit or if there is no Subassociation then all Owners in a Phase to pay to the Association, the annual assessment installments due to the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Lot's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

**7.3 Special Assessments.** Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board of Directors approving such assessments. It is up to each Subassociation to collect and remit or if there is no Subassociation then all Owners in a Phase to pay to the Association, the special assessment installments due to the Association.

**7.4 Acceleration of Assessments.** If any annual or special assessment installment as to a Lot becomes more than thirty (30) days past due, the Association shall

have the right to accelerate the due date of the entire unpaid balance of the Lot's annual assessment for that budget year, as well as the next budget year, and/or special assessment, as applicable. To the extent that the next year's budget has not been adopted as of the date that the Association accelerates, for purposes of calculating of the next year's budget to be accelerated, it shall be presumed that the next year's budget was adopted in the same amount as the existing budget year, with any increase or decrease which exists once the next year's budget is adopted to be credited or debited to the owner, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent Owner a notice that the right of acceleration has been exercised.

7.5 Depository. The Association shall maintain its accounts in such financial institutions or funds as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

7.6 Financial Reporting. The Board of Directors shall have performed and shall provide or make available such form of accounting as required by applicable provisions of the corporate statute as amended from time to time.

7.7 Fiscal Year. The fiscal year for the Association shall be from January 1st through December 31st, unless otherwise voted by the Board of Directors from time to time.

7.8 Annual Election of Income Reporting Method. Based on competent advice, the Board of Directors shall make a determination annually of the method by which the Association's income shall be reported to the Internal Revenue Service, based upon the method which yields the lowest tax liability.

## Section 8 SYSTEM OF FINES FOR NON-COMPLIANCE.

8.1 Authority and Scope. The Association may impose fines on any Owner and Lot as well as upon any lessee, guest or invitee, for any violations of the Governing Documents and Rules and Regulations; as amended from time to time; and/or violations

of the law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), visitor(s), invitee(s), etc. This Section 8 shall not apply to fines relating to an Owner's nonpayment of assessments and Charges.

**8.2 Owner is Liable.** Each and every such violation shall be the responsibility of and attributed to the Owner (and his Lot) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s), guest(s), visitor(s), invitee(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), invitee(s), etc.

**8.3 Written Notice Required; Contents.** No fine shall be imposed for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given an opportunity to request a hearing on whether the fine should be levied. The Association shall provide notice to the offending party or parties that they have an opportunity to request a hearing on whether the fine should be levied. If the Association fails to receive a written request for a hearing within fifteen (15) days after the Association mails such notice, no hearing need be held, and the fine may be levied automatically without further warning. The written notice from the Association shall also include a statement as to the provisions of the Governing Documents, Rules and Regulations and/or law which are being violated and the names of the violators, if known. If a hearing is timely requested, then the Hearings Committee referred to in Section 8.6 below shall schedule a hearing as soon as is possible and notify the offending party or parties of the date, time and place of the hearing.

**8.4 Level of Fines.** A fine for each violation shall be \$50.00. This fine may be levied at the rate of \$50.00 per day for each day or other time period that the violation occurs, on a running per day or other periodic basis, treating each day or other period to be a separate violation, so long as the Hearing Committee's notice informs the offending party or parties of this fact.

**8.5 Record Keeping.** The Association shall maintain a file of all notices issued and findings of the Hearings Committee in order that a record of offenses and offenders may be kept.

**8.6 Hearing Before The Hearings Committee.** If the offending party or parties requested a hearing before the Hearings Committee, then the following shall apply:

- A. A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. Failure of the Owner and the violator in question to appear at the scheduled meeting shall result in the automatic vote by the Hearings Committee that the Owner is in violation, whereupon the fine may be levied without further warning.

The Hearings Committee shall consist of at least three (3) members appointed by the Board of Directors, none of whom are officers, Directors, or employees of the Association, nor the spouse, parent, child, brother or sister of same.

**8.7 Collection of the Fine.** Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment. The fine shall be paid and collectible as a Charge pursuant to the provisions of the Declaration.

**8.8 Concurrent Remedies.** The fine system may be invoked independently of or concurrently with any other remedies provided for in the Governing Documents of law. As such, the fine system not a condition precedent to the Association's pursuit of other remedies available to it under the Governing Documents or under the law. Also, the fact that a fine is levied and/or paid does not constitute compliance with the Governing Documents, Rules and Regulations and law, if in fact the violation(s) remain(s).

**Section 9. PARLIAMENTARY RULES.** ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the Voting Membership and Board of Directors when not in conflict with the Governing Documents or applicable law.

**Section 10. EMERGENCY BY-LAWS.** The following shall apply:

**10.1** The Board of Directors may adopt By-Laws to be effective only in an emergency defined in Section 10.5 below. The emergency By-Laws, which are subject to amendment or repeal by the members, may make all provisions necessary for managing the Association during an emergency, including:

- A. Procedures for calling a meeting of the Board of Directors;
- B. Quorum requirements for the meeting; and
- C. Designation of additional or substitute Directors.

10.2 The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

10.3 All provisions of the regular By-Laws consistent with the emergency By-Laws remain effective during the emergency. The emergency By-Laws are not effective after the emergency ends.

10.4 Corporate action taken in good faith in accordance with the emergency By-Laws:

- A. Binds the Association; and
- B. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

10.5 An emergency exists for purposes of this Section 10 if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

Section 11. AMENDMENT OF THE BY-LAWS. All amendments to the By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by the Board of Directors or by written petition signed by the 25% of the voting interests of the Voting Members.

11.2 Procedure; Notice and Format. Upon any amendment or amendments to these By-Laws being proposed as provided above, the proposed amendment or amendments shall be submitted to the Voting Members not later than the next annual meeting, unless insufficient time to give proper notice remains before that meeting. An

amendment may be considered at the annual or special voting members' meeting. The full text of any amendment to these By-Laws shall be included in the notice of the Voting Members' meeting of which a proposed amendment is considered by the Voting Members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision \_\_\_ for present text."

11.3 Vote Required. Except as otherwise provided by Florida law or by specific provision of the Governing Documents, the By-Laws may be amended by concurrence of not less than a majority of the entire Board of Directors and a majority of the voting interests of the Voting Members of the Association. If the amendments were proposed by a written petition signed by the Voting Members pursuant to Section 11.1 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the Public Records where the By-Laws are recorded.

11.5 Provisos. Notwithstanding any provision in these By-Laws to the contrary:

- A. So long as the Developer controls the Board of Directors as provided for in the By-Laws, these By-Laws may be amended by the vote of the Developer alone; and after such control is relinquished, so long as the Developer owns any Lot in the Community, no amendment may be made without the written consent and joinder of the Developer.
- B. No amendment shall operate to unlawfully discriminate against any Owner or Lot or class or group of Lots.

- C. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
  
- D. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.D of the By-Laws shall not preclude the Voting Members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

**Section 12. INDEMNIFICATION.**

12.1 Imposed. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 12 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:




- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

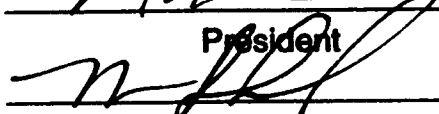
In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled. Reference to committee in this Section 12 shall include the ARB.

12.2 Insurance. The Association is empowered to purchase directors, officers and other insurance to provide protection to persons covered by this Section 12.

THESE BY-LAWS were adopted as the By-Laws of the SAWGRASS LAKES MASTER ASSOCIATION, INC., on the 11<sup>th</sup> day of February, 1998.

SAWGRASS LAKES MASTER  
ASSOCIATION, INC.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**EXHIBIT "E"**

**SHARING OF COMMON EXPENSES**

When all Phases have been added, the percentage of the common expenses for a Phase other than Limited Common Area expenses attributable to each Phase shall be a fraction, the numerator of which is the greater of the number of Lots in the Phase set forth in the table which follows or the number of actually platted Lots in the Phase, the denominator of which shall be the greater of 415 or the total number of actually platted Lots within Sawgrass Lakes P.U.D.:

<b>Phase No.</b>	<b>Minimum Number of Lots</b>
1A	71
1B	74
2	110
3	60
5	100

Until all Phases are added to the Declaration, the expenses attributable to each Phase (other than Limited Common Area expenses attributable to a Phase) shall be a fraction, the numerator of which shall be the greater of the number of Lots in the Phase as shown in the table above or the number of actually platted Lots which are subject to this Declaration; the denominator of which shall be the greater of the number of Lots subject to this Declaration as shown in the table above or the number of actually platted Lots in the Phases subject to this Declaration.

Any Phase may be subdivided into two Phases, in which case each subdivided Phase shall be considered one separate Phase, with the percentage of sharing common expenses attributable to each new Phase to be equal to that percentage each Phase has with respect to the original Phase.

The share of common expenses other than Limited Common Area expenses for each Lot shall be equal within the particular Phase, unless any applicable covenant running with the Phase provides for a different method of sharing expenses for the Lots in the particular Phase.

The common expenses with respect to any Limited Common Area shall be borne entirely by the Lots within the particular Phase.



OR BOOK 1132 PAGE 2159

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
SURFACE WATER MANAGEMENT  
PERMIT MODIFICATION NO. 56-00332-S-04**

Form #0115  
Rev 08/95

DATE ISSUED: JUNE 12, 1997

PERMITTEE: SAWGRASS LAKES, INC.  
(SAWGRASS LAKES, PHASES 1A AND 1B)  
3315 PERIMETER ROAD  
PALM CITY, FL 34994

ORIGINAL PERMIT ISSUED: DECEMBER 13, 1979  
ORIGINAL PROJECT DESCRIPTION: CONSTRUCTION AND OPERATION OF A WATER MANAGEMENT SYSTEM SERVING 9 450 ACRES OF RESIDENTIAL AND COMMERCIAL LANDS KNOWN AS WATERSHED "D" AND THAT PORTION OF WATERSHED "A" SERVED BY STRUCTURES A-22, A-23, A-24 AND PONDS A-1 AND A-2, LESS THAT AREA SERVED BY STRUCTURES A-16 AND A-17 DISCHARGING INTO C-23 AND THE NORTH FORK ST. LUCIE RIVER.

APPROVED MODIFICATION : A PERMIT MODIFICATION TO AUTHORIZE THE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 75-ACRE PHASE OF A RESIDENTIAL PROJECT KNOWN AS SAWGRASS LAKES, PHASES 1A AND 1B, DISCHARGING INTO THE CITY OF PORT ST. LUCIE WATER MANAGEMENT SYSTEM.

PROJECT LOCATION: ST LUCIE COUNTY , SECTION: 20 TWP: 37S RGE: 40E

This Permit Modification is approved pursuant to Application No. 961121-8 , dated November 21, 1996. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages , claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Subsections of 373.414(11)-(16) Florida Statutes(F.S), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S, and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4) F.A.C.

All specifications and special and general/limiting conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect. This Permit Modification shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Surface Water Management Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans , specifications , and performance criteria as set forth and incorporated in the Surface Water Management Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND LIMITING CONDITIONS ARE AS FOLLOWS:  
SEE PAGES 2-3 OF 5 - 23 SPECIAL CONDITIONS.  
SEE PAGES 4-5 OF 5 - 19 LIMITING CONDITIONS.

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON 6-18-97  
BY [Signature] DEPUTY CLERK

BY [Signature] ASSISTANT SECRETARY

EXHIBIT "F"

**SPECIAL CONDITIONS**

1. MINIMUM BUILDING FLOOR ELEVATION: 19.2 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: 16.3 FEET NGVD.
3. DISCHARGE FACILITIES: THROUGH PREVIOUSLY PERMITTED FACILITIES.
4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. ALL SPECIAL CONDITIONS PREVIOUSLY STIPULATED BY PERMIT NUMBER 56-00332-S REMAIN IN EFFECT UNLESS OTHERWISE REVISED AND SHALL APPLY TO THIS MODIFICATION.
10. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF FUTURE PHASES, PAVING, GRADING, AND DRAINAGE PLANS SHALL BE SUBMITTED TO THE DISTRICT FOR PERMIT MODIFICATIONS.
11. THE PERMITTEE IS RESPONSIBLE FOR COMPLYING WITH LOCAL COMPREHENSIVE PLAN, ZONING AND SUBDIVISION REQUIREMENTS. ISSUANCE OF THIS PERMIT DOES NOT REPRESENT THAT THE PERMITTED PROJECT IS COMPATIBLE WITH LOCAL LAND USE REQUIREMENTS. ANY CHANGE IN THE PERMITTED PROJECT IN ORDER TO COMPLY WITH LOCAL LAND USE REQUIREMENTS, WHICH IMPACTS THE SURFACE WATER MANAGEMENT SYSTEM DESIGN, WILL REQUIRE MODIFICATION OF THIS PERMIT.
12. THE SFWD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
13. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
14. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MITIGATION WORK, INCLUDING THE MONITORING AND MAINTENANCE OF THE MITIGATION AREAS FOR THE DURATION OF THE PLAN. THE MITIGATION AREA(S) SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND SFWD STAFF HAS CONCURRED.
15. A WETLAND MITIGATION PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 14. THE PERMITTEE SHALL RESTORE 1.47 ACRES OF MARSH AND PROTECT .77 ACRE OF UPLAND COMPENSATION AREA(S).
16. A BASELINE WETLAND MONITORING REPORT SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 14.
17. WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE DEED RESTRICTIONS AND CONSERVATION EASEMENTS AS WELL AS ON THE PLAT IF THE PROJECT WILL BE PLATTED. RESTRICTIONS FOR USE OF THE CONSERVATION/COMMON AREAS SHALL STIPULATE:

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

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

18. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
JULY 31, 1997	EXCAVATION AND GRADING MITIGATION AREA
AUGUST 31, 1997	PLANTING MITIGATION AREA
AUGUST 31, 1997	EXOTIC VEGETATION REMOVAL
SEPTEMBER 30, 1997	BASILINE MONITORING REPORT
NOVEMBER 30, 1998	FIRST MONITORING REPORT
NOVEMBER 30, 1999	SECOND MONITORING REPORT
NOVEMBER 30, 2000	THIRD MONITORING REPORT
NOVEMBER 30, 2001	FOURTH MONITORING REPORT
NOVEMBER 30, 2002	FIFTH MONITORING REPORT

19. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA GAME AND FRESH WATER FISH COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
20. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE LIMITS OF PROJECT CONSTRUCTION THROUGH THE WETLAND AND THE INSTALLATION SHALL BE INSPECTED BY THE DISTRICT'S ENVIRONMENTAL COMPLIANCE STAFF PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL CONTROL MEASURES SHALL BE INSPECTED ON A REGULAR BASIS BY THE PERMITTEE AND MAINTAINED IN GOOD CONDITION. ALL FILL SLOPES SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS. SEDIMENT CONTROL SHALL REMAIN IN PLACE UNTIL PROJECT CONSTRUCTION HAS BEEN COMPLETED AND THE SITE HAS BEEN INSPECTED AND DETERMINED TO BE IN COMPLIANCE BY THE DISTRICT'S ENVIRONMENTAL COMPLIANCE STAFF.
21. A WETLAND AND UPLAND PRESERVE MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND UPLANDS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT 14 AND SHALL INCLUDE ANNUAL REPORTS SUBMITTED TO THE SFWMD FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 5 YEARS. THE WETLAND RESTORATION AREAS SHALL ATTAIN AN 80% COVERAGE OF DESIRABLE OBLIGATE AND FACULTATIVE WETLAND VEGETATION BY THE END OF THE SECOND YEAR OF MONITORING. THE UPLAND RESTORATION AREAS SHALL ATTAIN AN 80% COVERAGE OF DESIRABLE UPLAND VEGETATION BY THE END OF THE FOURTH YEAR OF MONITORING. IF EITHER RESTORATION PROJECT FAILS TO ACHIEVE THE SPECIFIED COVERAGE GOALS, SUPPLEMENTAL PLANTING WILL BE REQUIRED.
22. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT 14 FOR THE RESTORED WETLAND AND UPLAND AREAS ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREAS AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE OF EXOTIC VEGETATION (INCLUDING, BUT NOT LIMITED TO THOSE SPECIES DEFINED BY THE FLORIDA EXOTIC PEST PLANT COUNCIL AT THE TIME OF ISSUANCE OF THIS PERMIT) IMMEDIATELY FOLLOWING A MAINTENANCE ACTIVITY AND THAT EXOTIC AND OTHER NUISANCE PLANT SPECIES SUCH AS PRIMROSE WILLOW, CATTAILS AND GRAPE VINE SHALL CONSTITUTE NO MORE THAN 5% OF TOTAL VEGETATION COVER BETWEEN MAINTENANCE ACTIVITIES.
23. OPERATION OF THE PRIMARY SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF THE CITY OF PORT ST. LUCIE. OPERATION OF THE SECONDARY SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF SAWGRASS LAKES MASTER ASSOCIATION, INC.. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

**LIMITING CONDITIONS**

1. THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
4. THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
5. ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.5, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
6. ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
8. A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994" HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.
10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A

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COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.

15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY), IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.
17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

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**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**

Jay Steven Levine, Esq.  
LEVINE, FRANK, EDGAR & TELEPMAN, P.A.  
3300 PGA Boulevard, Suite 500  
Palm Beach Gardens, FL 33410

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**CONSENT OF MORTGAGEE**

HARBOR FEDERAL SAVINGS BANK, being the owner and holder of a mortgage on property subject to the foregoing Declaration, does hereby consent to the foregoing Declaration and agrees that the liens, security interests, covenants and provisions of the mortgage shall be subject and subordinate to said Declaration and any Supplemental Declaration filed pursuant to Section 2.2 of the Declaration.

Notwithstanding the foregoing, nothing herein shall be deemed as a subordination of the lien(s) or security interest(s) of the mortgage to the lien for assessments established in said Declaration nor a waiver of any rights of the undersigned as a mortgagee as established by said Declaration. Further, nothing herein shall make the undersigned co-developer or otherwise liable for any acts or omissions of the Developer under said Declaration or in connection therewith or with the aforesaid property.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed this 23rd day of February, 1998 for the purposes herein expressed.

WITNESSES

HARBOR FEDERAL SAVINGS BANK


X

  
Print Name: Frank H. Fee, III

X

  
Print Name: Lisa L. Bolton

By:

  
Print Name: Donald E. Hughes  
Title: Vice President



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STATE OF FLORIDA )  
 ) SS:  
COUNTY OF ST. LUCIE )

The foregoing instrument was acknowledged before me this 23rd day of February, 1998 by Donald E. Hughes Vice President of HARBOR FEDERAL SAVINGS BANK as agent, on behalf of the corporation He/She is  is personally known to me or  has produced \_\_\_\_\_ as evidenced and did/did not take an oath.

*Lisa L Bolton*

Notary Public, State of Florida

Print Name: Lisa L. Bolton

[NOTARY SEAL]

